

# **COLLECTIVE AGREEMENT**

**between**

**FAMILY SERVICES à LA FAMILLE OTTAWA**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 3661**



**Expiry Date: March 31, 2027**

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## **PREAMBLE**

### **LAND ACKNOWLEDGEMENT**

The parties recognize and acknowledge that the work of the Family Services Ottawa and the Canadian Union of Public Employees Local 3661 takes place on the traditional unceded and unsurrendered territory of the Algonquin Anishinaabe People.

### **NON DEROGATION**

For greater certainty, nothing in this agreement shall be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.

### **ARTICLE 1 – PURPOSE**

- 1.01** The general purpose of this Agreement is to maintain mutually satisfactory relations between the Employer and its Employees.
- 1.02** To provide a clear mechanism for establishing and maintaining satisfactory working conditions and equitable employment practices for all employees who are subject to the provisions of this Agreement.
- 1.03** To recognize the value of discussions and negotiations in matters pertaining to this Agreement.
- 1.04** To establish a clear procedure for the prompt and equitable resolution of grievances.
- 1.05** To encourage efficiency in operations.
- 1.06** To promote the morale, well-being and security of all Bargaining Unit employees.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01** The Union recognizes and acknowledges that the management of Family Services à la famille Ottawa (the Organization) and the direction of the employees are the exclusive rights of Management. Without restricting in any manner the foregoing, the Union further acknowledges that Management has the exclusive right to:
  - a) maintain order, discipline and efficiency.

- b) hire, promote, demote, transfer, layoff, recall, reprimand, suspend or discharge employees, provided that any employee other than a probationary employee, who claims that they have been reprimanded, suspended or discharged without just cause, shall have recourse to the grievance procedure.
- c) to make, enforce and alter from time to time, reasonable policies, procedures and rules regarding the operation of the Organization and/or the conduct of the employees.
- d) to determine the nature and kind of business to be conducted by the Organization, and to assign work and establish the methods of operation, hours of work, schedules of work and all other normal prerogatives of Management, except as modified by specific language in the Collective Agreement.

### **ARTICLE 3 – STRIKE OR LOCKOUT**

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

### **ARTICLE 4 – RECOGNITION**

#### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3661 as the sole collective bargaining agent for all employees of the Family Services à la famille Ottawa, currently saving and excepting program managers and persons above the rank of program manager, accounting clerks, human resources clerk, board secretary, students employed during school vacation period and students employed in co-operative education programs.

In addition, people for whom the Organization acts as an administrator of funding only, on behalf of an unincorporated community group, (e.g. Ottawa Coalition to End Violence Against (Women) are also excluded from the Bargaining Unit. The Organization will advise the local of such position(s) and any changes in status.

#### **4.02 Union Membership**

Within thirty (30) days of employment, all employees of the Employer shall, as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

#### **4.03 Contact Information**

The Employer will provide to the Union on a quarterly basis a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and personal e-mail if this has been provided to the employer.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive.

#### **ARTICLE 5 – DEFINITIONS**

Please refer to Appendix "C" for a synopsis of the entitlements to various benefits for various categories of employees.

- a) "Organization" or "Employer" shall mean The Family Services à la famille Ottawa.
- b) "Employee" shall mean a member of the bargaining unit.
- c) "Union" shall mean the Canadian Union of Public Employees and its Local 3661.
- d) "Permanent Employee" is an employee who has successfully completed their probationary period and is hired on an indeterminate basis.
  - i. "Permanent Full-time Employee" (PFT) is an employee who regularly works thirty-five (35) hours per week or more.
  - ii. "Permanent Regular Part-time Employee" (PRPT) is an employee who regularly works less than thirty-five (35) hours per week and is scheduled for more than 20 hours per week.
  - iii. "Permanent Non-Regular Part-time Employee" (PNRPT) is an employee who is regularly scheduled for less than 20 hours and regularly works less than thirty-five (35) hours per week.

All PNRPT shall be entitled to all rights and benefits of the Collective Agreement, unless specifically noted otherwise herein.

- e) A "Casual Employee" is an employee who is not regularly scheduled or is assigned to replace employees on an as required basis to provide services during a short-term period.

A casual employee will not replace one employee's job longer than one (1) month, without prior agreement of the union. Such agreement will not be unreasonably withheld.

A Casual Employee is not a Permanent Employee.

- f) "Temporary Employees" may be hired for a specific term to replace an absent permanent employee. Where the employee is hired to replace an absent employee, the term may extend up to the length of the leave of the person being replaced, the period of employment of such persons in such a position will not exceed the absentee's leave, the individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration.

Any Permanent Employee shall be entitled to apply and be considered for temporary assignments without changing their status other than hours of work. For clarity, all permanent staff will retain their original position and status for the duration of the temporary assignment.

A temporary employee may also be hired to perform a special non-recurring task, which will last no longer than twelve (12) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer.

The hours of work of these temporary assignments may be Full Time, Regular Part-Time or Non-Regular Part Time.

This clause would not preclude such temporary employee from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a permanent position and completes their probation period following entry into a permanent position, the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service longer than thirty (30) days between the end of the employment as a temporary employee and the start of employment as a permanent employee.

- g) A "Transfer" is defined as an assignment to duties in another program within the same classification. Job assignments within a program are not considered to be transfers.

## **ARTICLE 6 – UNION ACTIVITY**

- 6.01** The Union agrees that there will be no Union activities or meetings on the Employer's premises except as specified by this Agreement or as may be specifically approved by the Employer. Approval will not be unreasonably withheld.

## **6.02 New Employees**

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.

The Employer agrees to provide the Union the name of any new employee, their position, status, home mailing address, phone number and personal email address as provided to the Employer within 5 working days of their employment start date.

On commencing employment, the Employer shall introduce the new employee to their Union Representative. The representative shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

Upon employment, the Employer will provide a User ID, password and Family Service à la famille Ottawa email address with instruction to the employee so they can access the Intranet.

## **6.03 Copies of Agreement**

The Employer, at the time of hire, will provide the employee with a digital copy of the Collective Agreement.

## **6.04 No Other Agreements**

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

## **6.05 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.

## **ARTICLE 7 – 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.

## **ARTICLE 8 – DISCRIMINATION, HARASSMENT AND EMPLOYMENT EQUITY**

**8.01** The Employer and the Union are committed to providing a working environment in which all individuals are treated with respect and dignity. All Employees have the right to freedom from harassment and discrimination in the workplace of the Employer. Harassment constitutes a serious disciplinary infraction and will be subject to disciplinary measures.

The Employer and the Union agree that there shall be no discrimination or harassment (including bullying) against any Employee and/or potential Employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or membership in the Union or any grounds under *Ontario Human Rights Code* not included above. Complaints under the *Human Rights Code of Ontario* may be dealt with using the grievance procedure herein.

**8.02** For clarity, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological, physical, sexual or it can be a combination of all It includes the harassment definition above in the Ontario Human Rights Code and under the *Ontario Health and Safety Act*, particularly Bill 168 concerning harassment and violence in the workplace.

**8.03** A bargaining unit Employee who is a Complainant or Respondent to a complaint and/or investigation under the Employer's Workplace Violence, Harassment and Discrimination Policy will have access to Union representation during such meetings. The Complainant and Respondent shall receive a Summary Report of the Investigation. The Employer will provide a copy to the Local if either the Complainant or Respondent consents.

## **ARTICLE 9 – UNION SECURITY AND ACTIVITY**

### **9.01 Check-offs of Union Dues**

a) The Employer will deduct from the wages of all employees in the Bargaining Unit a sum equal to the regular monthly dues of the Union, 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.

## **9.02 Deductions**

Deductions shall be made from each 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.

## **9.03 Dues Receipts**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

- 9.04** There will be no administration fees, provided the bargaining unit does not change to a system that would result in increased cost to the Employer.

- 9.05** In consideration of the deducting and forwarding of any union dues in accordance with the above, the Union agrees to indemnify and save the Organization harmless from any claim or liability arising out of, or resulting from the operation of this clause.

## **9.06 Representative of CUPE**

Upon notification to the Executive Director or their designate, the local shall have the right to the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Organization premises, provided that this does not interfere in the efficient operation of the Organization.

The local shall have the right to the assistance of any suitable advisors that it feels it requires for the purpose of negotiating with the Organization.

## **9.07 Negotiating Committee**

- a) A Union Negotiating Committee shall be elected or appointed from amongst employees who have completed their probationary period.

The Union shall advise the Organization in writing of the names of these members. No more than three (3) employees will attend direct negotiations and the Organization agrees to maintain the regular pay of the three (3) employees attending for time spent in direct negotiations with the Organization, up to and including conciliation.

In recognition of program needs, the Local agrees that it will make reasonable efforts to have representatives from more than one program area. Where that is not possible, the Local will advise Management as far in advance of negotiations as possible, with an aim of providing a minimum of four (4) weeks notice, if more than one employee representative will come from a single program area.

**b) Meeting of Negotiating Committees**

In the event either party wishes to call a joint bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**9.08 Union Meetings and Education**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions, such as seminars, workshops and lectures which may be held on the Employer's premises during the employee's lunch period or following the regular working day (core working hours).

Meetings of the Local Executive may be on the Organization premises during the employee's lunch period or following the regular working day. In all cases, such programs or meetings shall be subject to the prior approval of the Executive Director or designate and the availability of space. Such approval shall not be unreasonably withheld.

**ARTICLE 10 – CORRESPONDENCE**

**10.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the President of the Local or their designate. In the case of absence of the President, the designate shall be the Secretary of the Local.

**10.02 Information from the Board of Directors**

Approved Board minutes will be edited of information of a confidential and/or in camera nature. Thereafter, an electronic copy will be posted on the Family Service à la famille Ottawa intranet site for the Union's information.

**ARTICLE 11 – UNION STEWARDS**

**11.01 Rights and Responsibilities of Stewards**

In order to provide for an orderly and speedy procedure for the settling of grievances, the parties acknowledge the rights and responsibilities of Union Stewards.

A steward may assist an employee in preparing and presenting their grievance in accordance with the grievance procedure.

The Union recognizes that each steward has, as an employee of the Organization, a responsibility to perform their duties for the Organization. Stewards will not leave their duties during working hours without agreement of their supervisor or designate. Such agreement will not be unreasonably withheld. Prior to entering another work area to discuss matters relating to a grievance, the steward will receive the agreement of the supervisor of that area or their designate.

Stewards and grievors involved in grievance meetings with management and arbitrations held during normal working hours may do so without loss of their regular pay or benefits.

## **11.02 Stewards**

- a) There shall be a total of three (3) stewards. In addition, the Union President is covered by this Article.
- b) In recognition of program needs, the local agrees that it will endeavour to have no more than one of the Local President or steward(s) come from each program area.
- c) The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize them.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **12.01 Definition of Grievance**

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

- 12.02** It is generally understood that an employee has no grievance until they have given their immediate supervisor an opportunity to address their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within ten (10) working days after being made aware or ought reasonably to have been aware of the circumstances giving rise to the complaint, and they may be accompanied by their steward/Local President if they so desires. If after registering the complaint with the supervisor and such complaint is not settled within five (5) working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked, within five (5) working days following the decision of the immediate supervisor.

## **Step 1**

The Steward, with the employee, may present their alleged grievance to the Executive Director or designate. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the agreement that are alleged to have been violated. A meeting will be held within ten (10) working days between the Executive Director or designate and the grievor and their Steward/Local President. The Executive Director or designate shall deliver their decision in writing within five (5) working days from the grievance meeting.

The Employer and the Union have the right to engage advisors during the grievance meeting referred to at Step 1, above.

## **Step 2**

Failing a satisfactory settlement being reached in Step 1, the Union may, within twenty (20) working days of the decision rendered by the Executive Director or their designate, refer the dispute to arbitration. Where the Union does not submit a grievance to arbitration within the twenty (20) working day time limit, the grievance is deemed abandoned, the file is closed and is not subject to any further action.

**12.03** By mutual consent, the parties may agree to utilize the services of a grievance mediator in an effort to resolve the grievance prior to arbitration. The parties agree to share the costs of the mediation.

**12.04** The time limits in the grievance and arbitration provisions of this Collective Agreement are mandatory, but may be extended by mutual agreement in writing between the Union and the Employer.

**12.05** In the case of a policy grievance, a group grievance, an Organization grievance, suspensions, or a discharge grievance from an employee who has passed their probationary period, the matter shall bypass the normal procedure and go directly to Step 1.

### **12.06 Facilities for Grievances**

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

### **12.07 Warnings, Suspension & Discharge**

The Organization shall notify the employee in writing of any written reprimand, suspension or discharge within ten (10) days of becoming aware of the incident giving rise to such action, or upon completion of an investigation. Such notification shall include the reasons for the Organization taking such disciplinary suspension or discharge.

Such disciplinary notices shall not be used in assessing further discipline against an employee when twenty-four (24) months of service have passed since the issuance of such reprimand or suspension.

It is agreed that the Organization, as Employer, bears the onus of establishing just cause in any discipline/discharge case, other than for probationary employees.

#### **12.08 Rights to a Union Steward**

Prior to a meeting at the Organization to issue a disciplinary suspension or discharge letter to an employee, a union steward will be advised of Management's forthcoming action. Management will inform the employee of their right to the presence of a steward prior to issuing the discipline.

### **ARTICLE 13 – ARBITRATION**

#### **13.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by email addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by email indicating the name and address of its nominee to the first nominee. The two (2) nominees shall then select an impartial Chairperson.

#### **13.02 Failure to Appoint**

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within twenty (20) calendar days of their appointment, the appointment of the Chairperson shall be made by the Minister of Labour upon request of either party.

#### **13.03 Expenses of the Board**

Each party shall pay:

- i) the fees and expenses of its nominee;
- ii) one-half (1/2) of the fees and expenses of the chairperson.

**13.04** 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.

### **13.05 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

## **ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Rights to a Union Steward**

Where management requires an employee who is under investigation for disciplinary purposes as per clause 14.02 to attend an investigation interview, the Employer shall notify the employee in advance of the purpose of the interview and shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer (executive) may have the right to consult with a CUPE staff representative and may have them present at any discussion with management personnel which might be the basis of disciplinary action.

This does not preclude supervisors, in their normal course of supervision, from meeting directly with employees concerning performance related issues.

### **14.02 Reprimands, Suspension and Discharge**

The authority to suspend, discharge or otherwise discipline an employee rest with management. An employee who has completed their probationary period may be disciplined, suspended or discharged, but only for just cause. When the Employer has completed its investigation and decided to discipline an employee in the form of a written reprimand, suspension or discharge, it shall have a meeting within ten (10) working days of becoming aware of the incident giving rise to such action, or upon completion of an investigation with the employee in the presence of a Union Representative. The parties understand that the purpose for the attendance of the Union Representative at the meeting is to advise and support the employee. At the meeting, the employee and the Union shall be provided with the reason(s), by the Employer for such written reprimand, suspension or discharge, and the reason(s) as contained in the letter of reprimand, suspension or discharge shall be deemed sufficient.

**14.03** Such disciplinary letters shall not be used in assessing further discipline against an employee when twenty-four (24) months of service have passed since the issuance of such reprimand or suspension.

It is agreed that the Organization, as Employer, bears the onus of establishing just cause in any discipline/discharge case, other than for probationary employees.

**14.04** All written documents in an employee's file of a disciplinary nature shall be removed from the file after twenty-four (24) months.

## **ARTICLE 15 – HEALTH AND SAFETY COMMITTEE**

### **15.01 Compliance with Health and Safety Legislation**

The Employer and the Union shall comply with the requirements of the *Occupational Health & Safety Act* and applicable municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

### **15.02 Health and Safety Committee**

Therefore it is agreed that Health & Safety Committee will be established composed of at least two (2) Management and two (2) worker representatives.

The committee shall meet every two (2) months or at the request of either party. Meetings of this committee shall be held during the employees' normal working hours and employees' pay shall be maintained during this time.

**15.03** A Management and a Union representative shall be designated as joint chairpersons and shall alternate at presiding over meetings.

**15.04** Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons and a copy will be posted after signing on the Family Service à la famille Ottawa Intranet site as promptly as possible after the close of the meeting.

### **15.05 External Advisors**

The parties are free to invite external advisors to the JOH&SC as needed.

### **15.06 Injured at Work**

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.

## **ARTICLE 16 – LABOUR MANAGEMENT COMMITTEE**

**16.01** Recognizing the benefits of mutual consultation and the parties' commitment to provide the best service to the Organization's clients, the Organization will meet with members of the Labour Management Committee for regular meetings of this Committee. The committee will meet at least every two (2) months or as required by the parties.

Such meetings will be used to discuss issues relating to the workplace which affect the parties or any employee bound by this Agreement other than matters relating to grievances or negotiations.

An agenda will be exchanged by the parties one week in advance. Labour Management meetings will be held during the Organization's core hours of operation and employees attending shall not lose regular pay while attending such meetings.

### **16.02 Chairperson of the Meeting**

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

### **16.03 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.

**16.04** On mutual agreement of the Organization and the local, either or both parties may have the assistance of a representative at Labour/Management Committee.

## **ARTICLE 17 – SENIORITY & PROBATION**

### **17.01 Probation**

The purpose of the probationary period is to determine the new employee's skill in performing their duties and ability to adjust to the working environment.

**17.02** Probationary employees shall be entitled to all rights and benefits of the Collective Agreement; except as specifically noted herein. Probationary employees are not entitled to accumulate seniority until they have successfully completed their probationary period. After successful completion, their seniority shall be backdated to day of hire. For clarification, it is agreed that employees are eligible to use their accumulated sick leave and vacation in accordance with the terms of this agreement while they are completing their probationary period.

**17.03** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, provided that the release is not in bad faith or discriminatory.

**17.04**

- a) Each new permanent employee shall be on probation for a period of six (6) months since first day of last hire. In the case of part-time employees, such period will not extend beyond six (6) calendar months from date of last hire, without agreement of the Organization, the Union and the employee.
- b) Employees who miss more than three (3) cumulative work weeks due to leave taken pursuant to clauses, 31.01, 32., 33.02, 33.03, 33.04, 33.06, 33.07, 33.08, 33.09, 33.10 in its entirety, will have their probationary period extended in the exact amount of time that they were away from work.
- c)
  - i) Notwithstanding 17.04 a), temporary employees employed for a period of six (6) consecutive months or greater who are on probation during their term of employment pursuant to clause 5.h), and who apply for and are successful in obtaining a position as a Permanent Employee, will have the probationary period served during their temporary employment credited in full to the probationary period of their permanent position.
  - ii) Notwithstanding 17.04 a), temporary employees employed for a period of between three (3) months but less than six (6) consecutive months who are on probation during their term of employment pursuant to clause 5.h), and who apply for a and are successful in obtaining a position as a Permanent Employee, will be credited with fifty percent (50%) of the probationary period served during their temporary employment to the probationary period pursuant to clauses 17.04 a) and b).
  - iii) Temporary employees employed for a period of between one (1) day but less than three (3) consecutive months who are on probation during their term of employment pursuant to clause 5.h), and who apply for and are successful in obtaining a position as a Permanent Employee, will be subject to the probationary period pursuant to clauses 17.04 a) and b).

**17.05** The probationary period may be extended for a period of no more than three (3) additional calendar months for performance related concerns. These performance concerns will have been reviewed with the Employee and Union before the end of the probationary period.

Notice to extend the probationary period shall be provided as soon as reasonably possible, by written notice by the Executive Director to both the Employee and the Union.

Rejection during or at the close of a probationary period shall take place only after a full review of the employees' performance with notice (if applicable) as required by the Employment Standards Act.

**17.06 Seniority**

Seniority for all Employees shall be calculated on hours paid from date of last hire, with 1820 hours paid being considered as equivalent to one year. For purposes of this provision, paid hours include paid leaves of absence, paid sick leave, vacation, statutory holidays for which the employee is eligible, and paid and unpaid Pregnancy and/or Parental leaves and Union leave. Notwithstanding the foregoing, no employee shall accumulate more than one year of seniority in any twelve-month period.

Seniority shall be a factor used in determining preference or priority for hiring, promotion, transfer, layoff, permanent reduction in the workforce, and recall. Seniority shall operate on a bargaining unit wide basis.

**17.07 Seniority and Service Accrual**

Service will be retained, but not accumulated, when an employee is on an approved leave of absence in excess of thirty (30) calendar days unless otherwise specified in this Agreement.

For clarification, service refers to accrual of vacation credits, qualification for statutory holidays, progression on the wage grid and qualification for benefit premium payments/participation in benefit plans, including sick leave plans.

Seniority will be retained, but not accumulated, when the employee is on an approved leave of absence in excess of thirty (30) calendar days unless otherwise specified in this Agreement.

For clarification, seniority is a factor in such matters as job competitions, layoff and recall and vacation preference.

Notwithstanding the above, seniority shall continue to accrue during Union leave, pregnancy and parental leaves.

**17.08** A seniority list will be posted on the Organization's digital site for the Union's information by January 31<sup>st</sup>, May 31<sup>st</sup> and September 30<sup>th</sup> of each year or at the time of a layoff. The list will include the names of all bargaining unit employees in descending order of their seniority and will indicate seniority if applicable.

**17.09 Loss of Seniority**

Employees shall lose their seniority and be deemed terminated from the Organization if:

- a) they resign in writing from the Organization;
- b) they are discharged from the Organization and that discharge is not overturned by the grievance procedure or a Board of Arbitration;
- c) they are laid off and not recalled for a period of twenty-four (24) months;
- d) they fail to return to work within ten (10) working days following a lay-off and after receiving notice by Priority Post to do so, unless through sickness or other reason accepted by the Employer;
- e) if they voluntarily terminates verbally their employment and does not revoke their termination in writing by the end of the next business day.
- f) if they fail to report to work and fails to provide the supervisor with a reasonable explanation for such absence, for three (3) consecutive scheduled working days.

**17.10 Seniority for Temporary Employee**

A temporary employee who competes and is hired into the same classification within the same program shall have their seniority start from the initial entry into the Bargaining Unit as a temporary employee if they successfully complete their probation period as prescribed in 17.04c).

**17.11 Assignment or Promotion outside the Bargaining Unit**

An employee who is assigned to a non union position shall retain their bargaining unit seniority for a period of up to twelve (12) calendar months and, on return to the bargaining unit, will be returned to their former position, if available, and rate of pay.

An employee who applies for and is promoted to a position outside the bargaining unit, shall retain their bargaining unit seniority for a period of up to six (6) calendar months, and, if returned by the Organization to the bargaining unit, will be returned to their former position, if available, and rate of pay.

**ARTICLE 18 – LAYOFF**

**18.01** A layoff is defined as an elimination of a position or a permanent reduction in regular scheduled hours because of reorganization and/or financial constraints.

## **18.02 Union Notification**

The Employer shall notify the Union in writing about a potential layoff prior to the expected date of the issuance of a layoff notice. Whenever circumstances permit, this will be at least two (2) weeks in advance of issuing the notice.

**18.03** The parties agree to meet, if requested by either party, in order to examine alternative staffing options in order to avoid or minimize the impact of layoff.

## **18.04 Layoff Notice**

An employee receives a Layoff Notice of thirty (30) calendar days or in accordance with the notice requirement of the Employment Standards Act of Ontario, as amended from time to time, whichever is greater.

The Employer may provide payment in lieu of notice.

A Permanent employee in receipt of a layoff notice shall have the right to choose to transfer to a vacant position, bump another employee or go on recall and accept the layoff.

The employee will have five (5) working days, which will be concurrent with having other choices within this article, to identify that they will exercise their right under this article. The Employee may request an additional five (5) working days if required and this request will not be unreasonably withheld.

## **18.05 Transfers to a Vacant Position**

An employee in receipt of a layoff notice shall have the right to choose to transfer to a vacant position of the same type of position (PFT, PRPT or PNRPT). If an employee is unable to transfer into a vacancy within the same position type (PFT, PRPT, PNRPT), they will be able to post into a vacancy within another position type (PFT, PRPT, PNRPT) that has no internal applicants, and that they are qualified to perform the normal requirements of the job.

The employee will identify in writing to the Executive Director or designate the position(s) that they feel that they are qualified for in order of preference. The Employer will provide a list of all current vacancies as well as any vacancies that has had no internal applicants for positions outside of their position type (PFT, PRPT, PNRPT).

The employee transferred into a higher level would go to the step in that level closest to, but not lower than their current rate of pay. The employee transferred into a lower level would go to the step in that level closest to, but not higher than their current salary.

## **18.06 Bumping**

- a) A Permanent employee who is subject to a layoff as defined above and elects to displace an employee with less seniority, will have the choice of displacing the least senior employee in the same, greater, or lesser classification whose job they are able to perform within a one (1) to three (3) day orientation period. For clarity:
- i. This may result in an employee being displaced who is not the least senior employee in a classification because the least senior occupies a job for which the bumping employee is not qualified;
  - ii. This results in having a maximum of one displacement option per classification; and
  - iii. This may result in more than one displacement option, or no displacement options, depending upon the displacing employee's qualifications and seniority.
  - iv. An employee must first bump into a position of the same type (PFT to PFT, PRPT to PRPT, PNRPT to PRPT).
  - v. If after this process a more senior regular part-time or full-time employee has not been able to exercise bumping rights, then more senior part-time employee may bump less senior full-time employees and vice-versa, it being understood that in exercising such bumping rights, the part-time or full-time employee will be assigned to the position of the less senior employee being bumped and agree to the same hours of work into which they bumped..
- As Casual Employees generally do not work a regular schedule, they are not able to bump in the layoff process, nor are other employees able to bump them. However, laid off regular part-time and regular full-time would be eligible to work casual hours during a period of layoff.
- b) In the event of a layoff, the displaced employee will have five (5) working days to respond in writing to their right to exercise the bumping privilege outlined herein. The Employee may request an additional five (5) working days if required and this request will not be unreasonably withheld.
- c) The employee bumping into a higher level would go to the step in that level closest to, but not lower than their current rate of pay. The employee bumping into a lower level would go to the step in that level closest to, but not higher than their current salary.



## **ARTICLE 19 – BARGAINING UNIT WORK AND CONTRACTING-OUT**

### **19.01 Bargaining Unit Work**

It is recognized that non union staff within the Organization often have a component of bargaining unit work to perform and this amount of work may vary depending upon program needs, staffing and funding.

It is further recognized that the integrity of the bargaining unit is to be maintained. Therefore, other than time limited situations where program needs, staffing/funding, training needs and/or certification require it, non union staff will not perform bargaining unit work in excess of the current practice; i.e., seven (7) hours per week averaged over a ten (10) week period.

Further, with the exception of maintaining the program manager(s) in employment in their program, non union staff will not perform bargaining unit work which results in regular full-time or regular part-time staff being laid off or a reduction in their regular scheduled hours.

### **19.02 Contracting-Out**

Bargaining unit work shall not be contracted out if, as a result of such contracting out, there is a layoff of unionized staff or a reduction in their regular scheduled hours of work. Volunteers and/or students on job placement experience and/or clients of the Organization may perform bargaining unit work provided this does not result in the layoff of bargaining unit member(s) or a reduction in their regular scheduled hours.

## **ARTICLE 20 – JOB DESCRIPTIONS**

The Employer agrees to post up-to-date job descriptions on the Organization's digital site for all positions within the bargaining unit as they are approved by Management.

The Employer will advise the Labour Management Committee when a new or revised job description(s) have been approved and posted.

## **ARTICLE 21 – JOB POSTING**

### **21.01**

#### **a)**

- i) When the Organization has a bargaining unit vacancy, or they create a new permanent position within the bargaining unit, such job(s) shall be posted electronically on the Organization's digital site for a period of seven (7) business days. Union members will also be notified by email about new postings on the digital site.

- ii) Notice of upcoming vacancies of temporary positions within the bargaining unit which are expected to exceed four (4) months or one hundred (100) hours will also be posted electronically on the Agency's digital site for a period of seven (7) business days. Union members will also be notified by email about new postings on the digital site.
  - iii) Such posting shall contain the following information: job title and/or classification; program (if applicable), required qualifications, salary range and hours of work (for information purposes only and subject to change).
- b) Outside advertisement for any bargaining unit vacancy referred to in this clause may occur simultaneously to internal processes, provided that internal applicants are interviewed prior to external applicants being interviewed. External applicants will not be hired where there is a qualified internal applicant.
  - c) Any internal candidate who applies after the seven (7) business day period has expired in 21.01 a) i) and/or 21.01 a) ii), will be considered along with external candidates.
  - d) Any internal applicant who is not selected for such vacancy will, on request, be advised of the reasons why they were not selected.

**21.02** An employee who will be on extended leave of more than four (4) weeks and wish to be considered for any potential job posting which might arise during the period of absence, will notify the Organization in advance of their leave of their request in writing to be notified of said postings. The Organization will provide electronic notification of said job postings and the employee will follow the normal application process of this agreement. The Employer will ensure that all employees, regardless of length of leave, have the ability to view and apply for positions online.

**21.03** The parties recognize that, in order to provide the best possible service to clients, selection will be made of the most qualified applicant, based on the applicant's skill, ability, qualifications, education and professional and work experience for the position.

**21.04** Where in the opinion of the Organization, these factors are relatively equal amongst the applicants considered for the position, bargaining unit seniority shall govern, provided that the successful candidate, if any is able to perform the available work.

**21.05** Employees who have successfully completed their probation, are to be considered as internal candidates for future job considerations.

**21.06 Trial Period**

An employee who obtains a new position within the bargaining unit shall be allowed a trial period of up to three (3) months in the position.

If, prior to the end of that period, the Organization or the employee determines that the employee in question is not able to perform satisfactorily in the new position, the employee will be moved back to their former position and those other employees who were affected by the original move, shall also be returned to their former positions, if available and rate of pay.

**21.07 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 electronically on the Organization’s digital site.

**ARTICLE 22 – SALARY PLACEMENT**

**22.01 Salary Placement of New Staff**

a) As per the Job Evaluation Program, all positions in the bargaining unit shall be placed on the wage grid in accordance with the following:

Salary level 1	186 - 231	points as per job evaluation
Salary level 2	232 - 276	points as per job evaluation
Salary level 3	277 - 321	points as per job evaluation
Salary level 4	322 - 366	points as per job evaluation
Salary level 5	367 - 411	points as per job evaluation
Salary level 6	412 - 456	points as per job evaluation
Salary level 7	457 - 499	points as per job evaluation

b) Where the point rating changes as a result of an Employee’s request for job evaluation, the effective date of change shall not be later than sixty (60) days following the date of the employee’s request.

c) Where the point rating changes as a result of other than an Employee’s request for job evaluation, the effective date of the change shall be date of the final rating by the Joint Job Evaluation Committee.

**22.02** Claim for relevant experience, if any, shall be made in writing by the employee at the time of hiring on the application form or otherwise.

The Employer will provide any new hire with an explanation of the process and request the appropriate documentation be provided at the time of offer.

Having established the relevant experience, the Executive Director or designate will place them upon the grid in accordance with Appendix "B".

Notwithstanding the above, a new employee cannot be placed beyond Step 4 on hire.

## **ARTICLE 23 – JOB EVALUATION COMMITTEE**

The Union and the Employer agree to equal participation on a Job Evaluation Committee which has as its purpose, a fair and equitable job evaluation system for all positions in the organization. The Committee is comprised of four staff, two appointed by the Union and two appointed by the Executive Director or designate. The Committee operates using a consensus model. The parties shall use the Family Services à la famille Ottawa Job Evaluation system as amended by themselves and signed and dated May 12, 2006. The parties also agree to adhere to the Job Evaluation Committee's Terms of Reference, signed and dated on May 12, 2006.

## **ARTICLE 24 – ACTING PAY**

When an employee is required by the Organization to perform the principal duties of a higher paid classification for a period in excess of ten (10) consecutive shifts, they shall receive the sum of an additional 10% of their hourly rate added to their regular wage rate for all time spent performing the duties of this higher position.

Pay adjustments shall be retroactive to include the first working day on which the assignment was effective.

## **ARTICLE 25 – HOURS OF WORK**

**25.01** The following clauses are intended to define the regular hours of operation but are not to be construed as a guarantee of hours of work per day or per week, or of number of work days per week. The scheduled hours of operation of the Organization are subject to change by the Management of the Organization. Employees will be advised as far in advance as practical with a minimum of four (4) weeks notice.

**25.02** The normal hours of work for full time employees shall be thirty-five (35) hours per week and shall be normally scheduled on a Monday to Friday basis. Positions that are required to regularly work under other schedules are identified in advance and posted as such during hiring process.

The normal hours for the Organization, subject to change as noted above, are currently 8:30 a.m. to 5:00 p.m. Monday to Friday and four (4) evenings per week, 5:00 p.m. to 10:00 p.m. Employees' daily schedule shall be

exclusive of a one (1) hour meal period. During the summer period (June 1 to Labour Day), or where approved by the employee's Manager, the meal period may be reduced to a 1/2 hour unpaid meal period.

An employee's weekly schedule shall be determined by the employee's immediate supervisor according to the service requirements of the Organization. Normally such schedule shall consist of either seven hours per day exclusive of the unpaid meal period or ten hours per day exclusive of two unpaid meal periods.

**25.03** Should alternative scheduling arrangements be requested by the employees, these can be agreed upon, in writing, by the employee(s) and the Organization.

**25.04** In the event program needs change such that there is a need for additional weekend/evening coverage, the local will be advised and the supervisor will assign such hours equitably amongst the employees involved.

**25.05** Hours worked by full-time employees in excess of thirty-five (35) hours per week or in excess of a part-timer's regular schedule will be considered as overtime and will be compensated at time for time up to the limit set by the Employment Standards Act as amended from time to time. All overtime must normally be approved in advance by the employee's immediate supervisor.

Employees may accumulate compensatory time to a maximum of thirty-five (35) hours. This time will be taken by mutual agreement between the employee and the supervisor.

## **ARTICLE 26 – PAY DAYS**

**26.01** The Employer shall pay wages every second Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay, each employee will be provided with an itemized statement of their salary and deductions. These payments dates may be amended if the Organization changes their payroll system. The Union will be advised in advance of any change that would impact on the employees' pay day.

## **ARTICLE 27 – STAFF TRAINING, DEVELOPMENT**

### **27.01 Staff Training**

When the Organization requires that an employee be trained in a new technology or methodology, the Employer will provide such training as they deem appropriate. Such training and/or leave of absence are in addition to the staff development leave provisions as outlined in Article 27.02 below.

## **27.02 Staff Development**

- a) It is agreed by all parties that staff development is an ongoing process of professional growth and updating, which is the shared responsibility of both the employee and the Organization.

Request for Staff Development Leave of Absence may be made for programs/courses used to enhance the employee's skills or to develop new skills directly related to the employee(s) job responsibility.

Approval of any such leave of absence and/or funding for staff development purposes is subject to the needs and resources of the Organization.

### **b) Eligibility**

- (i) Only permanent employees who have completed their probationary period are eligible to apply for Staff Development Leave and/or funding.
- (ii) Full time employees shall be granted up to five (5) days leave per calendar year to attend Staff Development without loss of seniority or service; and without loss of regular pay or other benefits.
- (iii) Part-time employees may be granted an equivalent amount of Staff Development Leave as per (ii) above, pro-rated to their regularly scheduled hours of work (e.g. twenty-one (21) hours per week would equate to a maximum, of three (3) days paid Staff Development Leave).

- c) In all cases of Staff Development leave, employees are expected to share their new knowledge with the other staff.

Every full time (PFT) employee is entitled to use their annual allotment of staff development funds for such staff development programs. This amount is pro-rated for part-time employees.

Part-time (PRPT) employees shall be eligible for a pro-rata amount of the aforementioned funding for which a full-time employee is eligible.

Employees may bank their staff development funds for up the three (3) years. Staff development may be extended for a fourth year, with a specific proposal for use of the fund, as long as it does not cause undue hardship to the organization.

All employees will be notified by April 30<sup>th</sup> of each year the amount of Staff Development funding and leave days they have for the year. They will also be notified if their leave and funding will expire as of April 30<sup>th</sup> of the following year.

**27.03** The amount of the annual Staff Development Budget, the individual full time allotment, and any changes made during the year will be tabled at Labour Management and posted on the Family Service à la famille Ottawa Intranet site for the information of the Employees.

**27.04** In addition to the Staff Development leave noted above, the Organization will continue to provide staff development opportunities during normal working hours (e.g. seminars, group supervision, peer consultation, etc.) based on the Organization's assessment, in consultation with employees, of program and employee needs and available resources.

## **ARTICLE 28 – STAFF TRAVEL AND TRAVEL REIMBURSEMENTS**

**28.01** Employees are expected to travel from their home to their place of employment (e.g. The Organization main or sub office(s) within the City of Ottawa) at their own time and expense.

When an employee is required to travel on Organization business, the employee is required to receive authorization in advance. They will be compensated for approved mileage at the rate of \$0.61 per kilometer.

It is understood that for some positions, it is a condition of employment that employees have a vehicle to perform their duties. For other employees who are not required to have a vehicle, the Organization will reimburse for local bus or taxi expenses as required.

### **28.02 Meal/ Incidental Reimbursement**

a) The Employer will reimburse employees for meal expenses incurred in the normal course of out-of-town business travel at the following maximum rates:

Breakfast	\$13.00
Lunch	\$15.00
Dinner	\$28.00
Total Daily	\$56.00

No claim shall be submitted where meals are otherwise provided. Receipts are required to generate payment.

b) The Employer will reimburse actual incidental expenses to a maximum of ten dollars (\$10.00) per day.

c) When attending a meeting on Organization business, cost of meals and other incidentals will be reimbursed as pre-approved by the employee's immediate supervisor.

All mileage and/or meal/incidental claims can be submitted periodically, supported by proper documentation. All claims must be submitted by the end of the fiscal year in which they were incurred.

- d) The Employer will reimburse employees for parking expenses incurred in the normal course of business related travel pre-approved by the employee's immediate supervisor.

### **28.03 Inclement Weather**

In situations where the offices remain open but travel for a particular employee is deemed unsafe by the affected employee or the employee has child care concerns due to school closures employees will notify their manager.

Where "remote work arrangements" are in place, the employee may request to alter their remote work schedule in lieu of the said day.

Where there are no "remote work arrangements" in place and where the work cannot be performed remotely, the employee may request to have an unplanned day of absence using vacation, banked time, flex time or special leave to account for any lost earnings or request unpaid leave.

The latter would also include an employee's request for partial absence of their regular day in order to arrive at a later time or depart early. Requests for the above noted purpose will not be unreasonably withheld.

When, due to inclement weather, the Employee is not working and/or has requested to have an unplanned day of absence the Employer will contact clients, volunteers or other scheduled visitors to advise them of the closure.

## **ARTICLE 29 – PAID HOLIDAYS**

### **29.01 Holiday Pay**

All employees who do not receive the percentage in lieu as per Article 34.02, shall be paid for seven (7) hours for each Paid holiday (as per Article 29.02) that they qualify for, regardless of how many hours they were scheduled to work on that day.

### **29.02**

- a) Should the government declare any additional holiday(s) one (or more) of these days will be substituted for the additional holiday.

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- b) When Christmas Eve (December 24) and or New Year's Eve (December 31), fall on an employee's regularly scheduled workday, the employee shall be entitled to leave work at 2:00 p.m. and shall receive their regular pay for their scheduled shift. This provision applies to employees that have prescheduled vacation for Christmas Eve and/or New Year's Eve. Any vacation time used on these days will be only for the hours they would have been working up until 2 pm if it were not for using their vacation entitlement.

Where the offices cannot be closed due to program demands, any staff who are required to remain at work will be compensated with Time in Lieu at straight time for the time period after 2:00 p.m. and not subject to Holiday Pay.

- 29.03** If the holiday falls on a Saturday or a Sunday, the working day(s) in conjunction with the weekend shall be the holiday(s).

**29.04 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.

- 29.05** Should an employee wish to substitute specific holiday(s) of another religious holiday(s) they shall discuss it at least four weeks in advance with their supervisor to work out possible scheduling. Approval is dependent upon operational need, but will not unreasonably be denied.

All Full Time (PFT) and Regular Part-time (PRPT) Employees who are required to work on a Paid Holiday shall be paid at the rate of one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked on the public holiday, in addition to one (1) day off with applicable holiday pay at a time mutually agreeable between the Employer and the employee.

All Non-Regular Part-time Employees (PNRPT), Casual Employees and Temporary Employees that are required to work on a Paid Holiday will be paid at the rate of one and one-half (1 ½) times their regular straight time hourly rate of pay for all hours worked on the public holiday.

## ARTICLE 30 – VACATION

### 30.01 Accumulation of Vacations

Permanent Full Time and Regular Part-Time employees will accumulate vacation leave at the rate of 1.667 days per month worked. For part-time staff, this is pro-rated.

Temporary employees are entitled to vacation time off as per the *Employment Standards Act* (i.e. 0.8333 unpaid days per month of service).

All Permanent Full-Time (PFT) and Regular Part-Time (PRPT) employees completing five (5) years continuous service from date of last hire are entitled to one (1) additional vacation day credit in the following year of service until a maximum of thirty (30) days paid vacation leave has been accumulated as follows:

Service up to and including:

5 years	4 weeks (20 days entitlement)	1.6670 days per month
6 years	21 day entitlement	1.7500 days per month
7 years	22 day entitlement	1.8330 days per month
8 years	23 day entitlement	1.9167 days per month
9 years	24 day entitlement	2.0000 days per month
10 years	5 weeks (25 days entitlement)	2.0830 days per month
11 years	26 days entitlement	2.1660 days per month
12 years	27 days entitlement	2.2490 days per month
13 years	28 days entitlement	2.3320 days per month
14 years	29 days entitlement	2.4150 days per month
15 years	30 days entitlement	2.4980 days per month

Employees are normally expected to use their vacation leave in the vacation year in which it is earned. The vacation year is defined as the period of April 1<sup>st</sup> of the first year until March 31<sup>st</sup> of the following year.

Note: Service is to be calculated as per Article 17.

### 30.02 Vacation Carry-Over

- a) An employee is entitled to take vacation as earned, subject to the clauses below. However on application, an employee may take the vacation they anticipate earning in the year in advance of it being accrued. Further, the employee shall be able to keep an extra five (5) earned vacation days or prorated proportionally to their regular weekly scheduled days per week in the bank as vacation carry over.

- b) If an employee has not booked their vacation in accordance with this Article, when an employee's vacation bank reaches fifteen (15) days, the employee is to discuss with their Supervisor when they plan to take their earned vacation.
- c) Employees are expected to use their vacation days in the vacation year in which it is earned, except for those in clause 30.02 a).

On January 10<sup>th</sup> of each year, the Employer will notify all Employees who have any anticipated vacation leave above the carry over limit. The Employee will have five (5) days to submit the required vacation leave request.

As of January 31<sup>st</sup>, if the employee has not submitted a request that exhaust the Employee's current vacation year entitlement and any carryover from the previous year, the Employer will schedule any leave above the carry over limit for the Employee.

- d) Where an employee requires additional carry-over days, due to a significant event, the employee may make a request providing a minimum of sixty (60) day notice to the Employer for consideration. The employee will be required to provide details of the significant event to the Employer, and the Employer may request for evidence of the event. The Employer will determine if this can be operationally supported and provide notice to the employee and the Union confirming the agreement. Request from all employees will be given equal priority.

### **30.03 Vacation - Selection Process**

Bargaining unit staff shall apply for their vacation preferences as follows:

Between March 1<sup>st</sup> -15<sup>th</sup> of each year, employees will enter their preferred vacation time for the period April 1<sup>st</sup> - November 30<sup>th</sup>. Preference for vacation amongst bargaining unit staff will be given by bargaining unit seniority within each program with due regard to Article 30.05 and 30.06 below and the ability of the Organization to provide adequate program coverage.

The vacation schedule will be posted electronically on the Organization's digital site by April 1 of each year. Vacation requests thereafter will be granted on a first come, first served basis if service requirements can be met.

Subject to the Organization approval, it is understood that vacation may be taken as single days or a combination of single days.

- 30.04** Vacation requests will be entered between October 15 – November 1 for the period of December 1 – March 31. Vacation shall be assigned as per 30.03 above and will be posted on the Organization's digital site by November 15.

**30.05 Peak Period - Summer Vacation**

It is agreed that the period 1 July - 31 August is a peak vacation preference period and consequently, employees may exercise their seniority over other bargaining unit staff for purposes of scheduling vacation for no more than three (3) weeks vacation during this time.

**30.06 Christmas Vacation Period**

It is agreed that the Christmas - New Year's period is a peak vacation preference period and consequently, vacation requests amongst bargaining unit staff will be granted within the program on a rotational basis, should there be conflict, rather than based upon seniority, so as to provide equitable time off during this period.

**30.07 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. If any vacation is owed to the Organization, this shall be deducted from their final pay or otherwise recovered from the employee.

**30.08 Illness or Injury during Vacation Period**

If an employee is admitted as an inpatient for an unexpected illness/injury during their vacation period, or they suffer a bereavement in accordance with Article 33.03, they may substitute their vacation time spent as an inpatient in hospital or their time off on bereavement leave, for sick leave / bereavement leave and such days will be re-credited to their vacation bank.

Should an employee fall ill with a serious illness prior to their approved vacation, their vacation may be rescheduled.

**ARTICLE 31 – SICK LEAVE**

**31.01 Sick Leave**

- a) The Organization provides a self-funded short term Sick Leave Plan and pays seventy percent (70%) of the premiums for a Long Term Disability Plan. All eligible employees must join the Organization's LTD Plan.

All Permanent full-time (PFT) employees will be entitled to receive 1.5 days (10.5) hours per month for every month the employee receives full pay from the Organization, as credit towards a sick leave bank to a maximum of one hundred (100) seven (7) hour days. For Regular Part-Time staff, this will be pro-rated.

Permanent Regular part-time (PRPT) employees shall accumulate credits pro-rated in proportion to the amount of hours normally scheduled. For clarity, a .3 part time employee, for instance, earns .3X10.5 hours per month worked.

If an employee experiences a permanent reduction in regularly scheduled hours, their sick leave bank will be pro-rated accordingly.

The Sick Leave Bank can be drawn on when the employee is too ill to perform the duties of their position but is not payable when the employee's sick leave bank is exhausted or when the employee qualifies for LTD.

Time off for sick leave shall be deducted from accumulated sick leave credits. New credits may be earned as per (a) above.

All employees will receive a record of their current sick leave banks by the end of January each year. Employees will bring any concerns regarding the accuracy of record to the attention of their supervisor within one week of receipt of the report, and not thereafter.

- b) All bargaining unit members are required to promptly advise their immediate supervisor of their absence from work due to illness/accident so as to minimize the impact on client/operations and allow for replacement, if applicable.
- c) An employee shall be required to produce medical confirmation for any illness in excess of five (5) consecutive working days, certifying that they were unable to carry out their duties due to illness/accident. Such notice must include the normally anticipated date of return, following which, in the absence of any other notice or arrangements, the employee is expected to return to work on the day indicated in such notice. The manager may waive this requirement.

Nothing in the foregoing shall be constructed as preventing a manager from requesting further medical information as required to support a claim for sick leave or to support an employee's early and safe return to work.

- d) Frequent absences for sick leave may be cause for review by the immediate supervisor with the employee.
- e) Employees who are absent from work for extended periods due to sick leave may be required to confirm their fitness to return to their regular duties.
- f) **Modified Work/ Accommodation**

Employees requiring modification for return to work whether work related, LTD, or short term will be represented at the meeting by the Local President with the option of involving a National Representative. Any plan for modified work must be provided to the Union.

g) An employee who has used all accumulated sick leave and wishes to take leave without pay will be required by the Employer to produce a certificate from a medical practitioner.

h) **Medical/ Dental Appointments**

Full-time employees are to endeavor to schedule personal medical or dental appointments outside of normal working hours whenever possible. If they cannot do so, they can draw twenty-four (24) hours from their sick leave bank per year. Employees are to schedule these appointments at the beginning or end of their shift whenever possible.

## **ARTICLE 32 – ACCOMMODATION**

The Parties recognize that employees may request for accommodation in the workplace on the grounds identified in the Ontario Human Rights Code. The Organization will consider the accommodation based on the OHRC and other applicable Provincial legislations.

It is the responsibility of employee:

- Inform the employer of their needs
- Cooperate in obtaining necessary supporting documentation
- Participate in discussions about solutions, and
- Work with the employer and the union on an ongoing basis throughout the accommodation process

The Union must:

- Support the accommodation process
- Share responsibility in the promotion of the accommodation process, and
- Support accommodation measures regardless of the collective agreement

The Employer is required to:

- Consider accommodation requests in good faith
- Obtain expert advice or opinion where necessary
- Consider possible solutions suitable to the workplace
- Determine and implement the final accommodation solution
- Maintain confidentiality as required by applicable legislations
- Deal with accommodation requests in a timely way, and
- Cover costs for documentation as required by the employer.

Any dispute arising from the foregoing may be processed through the grievance and arbitration process as outlined within this agreement.

## **ARTICLE 33 – LEAVE OF ABSENCE**

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

Upon request to the Executive Director, an employee(s) elected or selected to represent the Union at conventions, conferences, seminars, schools or any other union functions may, be allowed a leave of absence without pay and without loss of seniority and benefits. Such leave will not be unreasonably withheld provided operational needs are met. The Employer agrees to maintain all wages and benefits to the employee(s). The Union agrees to reimburse the Employer when billed bi-monthly.

### **33.02 Leave of Absence - Union Office**

The Employer recognizes that when an employee is elected or appointed to a full-time Union office, the Employer shall grant leave of absence without pay for up to two (2) years, and upon returning to the Employer at the end of such leave, will be given credit for the service and seniority accumulated during the leave. It is understood that service related benefits such as vacation, sick leave, etc. shall not accrue to the employee during that leave. Subject to the Insurance Carriers approval, the employee may choose to continue to participate in the Organization's benefit plans provided they pay the full cost of such benefit premiums.

### **33.03 Bereavement Leave**

In the event of the death of an employee's spouse (including common-law spouse); an employee's partner, an employee's sibling, an employee's parent/legal guardian or an employee's child; the employee shall be granted up to ten (10) working days leave of absence from the date of the death, funeral or the memorial service, without loss of seniority or service; and without loss of regular pay or other benefits.

In the event of the death an employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent or grandchild, and any other relative or non-relative who has been residing in the same household as the employee for more than one year shall be granted up to five (5) working days leave of absence from the date of the death, funeral or the memorial service, without loss of seniority or service, and without loss of regular pay or other benefit.

In the event of the death an employee's aunt, uncle, niece, nephew and any other non-familial relationship where the employee has had an established significant role in their lives, the employee shall be granted one (1) working day leave of absence from the date of the death, funeral or the memorial service, without loss of seniority or service, and without loss of regular pay or other benefit.

Employees shall be allowed to defer one (1) day of the above bereavement leave for future use for the actual interment or a memorial service.

Additional leave with or without pay may be granted, depending on the requirements.

### **33.04 Special Leave**

Leave of absence with pay may be granted to a total of six (6) working days, in each fiscal year to full-time staff who have passed their probation, for one or more of the following reasons: Birth or adoption of a child, household emergency, family care, religious holidays not covered by Article 29 (Paid Holidays), bereavement related travel not covered by Article 33.03, or for other reasons not specifically identified in this clause and deemed reasonable by management. Approval of such leaves will not be unreasonably withheld. This shall be pro-rated for part-time employees.

Family for the purpose of this provision means: partner, child or parent, brother or sister; mother-in-law and father-in-law, sister-in-law, brother-in-law, grandparents or grandchild, aunt, uncle, nephew, niece and other relative who has been residing in the same household, and any other non-familial relationship where the employee has an established role providing substantial care.

### **33.05 Evidence of Entitlement**

An employer may require an employee who takes leave under this section to provide reasonable evidence that the employee is entitled to the leave.

### **33.06 Self Isolation Leave**

If an employee is required to self-isolate on the direction of the Employer, Public Health and/or a treating physician the employee shall have the option of:

- a) Requesting to work from home if “remote work arrangements” are in place for that role.
- b) Requesting for Special Leave as per article 33.04
- c) If greater than allowable under Special Leave, the employee may request to have an unplanned day of absence using vacation, banked time, or flex time to account for any lost earnings or request unpaid leave.

Requests for this purpose will not be unreasonably withheld.

### **33.07 General Leave**

Employees may apply for an unpaid leave of absence. Such leave of absence may be granted with or without benefits. Benefit premiums will be maintained for all leaves up to three calendar months. Service credits for vacations, sick leave and statutory holidays may be maintained. In making this decision, management will act reasonably and consider the nature and length of the leave, the cost to the Organization and the applicant's length of service and employment record.

### **33.08 Pregnancy and Parental Leave**

- a) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act, 2000 as amended from time to time. Pregnant employees can take both pregnancy and parental leave.

**Pregnancy Leave:** Pregnant employees are entitled to take pregnancy leave of up to seventeen (17) weeks of unpaid, job-protected time off work.

**Parental Leave:** New parents have the right to take parental leave – unpaid time off work when a baby or child is born or first comes into their care. Those who take pregnancy leave are entitled to up to sixty-one (61) weeks' parental leave. Birth mothers who do not take pregnancy leave, and all other new parents, are entitled to up to sixty-three (63) weeks parental leave.

Parental leave is not part of pregnancy leave and so a birth mother may take both pregnancy and parental leave. In addition, each Employee's right to a parental leave is independent of the right to pregnancy leave.

**Leave Extension:** In addition, an employee may apply to extend their pregnancy or parental leave by a further six (6) months. Employees are required to apply for such leave at least thirty (30) days prior to the end of their initial leave and such request will not be unreasonably denied.

The Federal Employment Insurance Act (EI) provides eligible Employees with maternity and/or parental benefits that may be payable to the Employee during the period the Employee is off on ESA pregnancy or parental leave.

**Maternal Benefits:** Maternity benefits, provided for by Employment Insurance (EI) are only available to the person who is away from work because they're pregnant or have recently given birth. They cannot be shared between parents. The person receiving maternity benefits may also be entitled to parental benefits. Maternity benefits is provided for up to fifteen (15) weeks at a benefit rate of 55% up to weekly maximum (maximum amount is amended yearly).

- b) Employees who have taken a pregnancy leave and who wish to also take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) A parent other than the birth mother who wishes to take a parental leave must commence such leave no more than seventy-eight (78) weeks after the day the child was born or came into their care.
- d) Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- e) **Notice of Leave:** The employee shall give the Organization two (2) weeks notice, in writing, of the day upon which the leave of absence will commence and furnish the Organization with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- f) **Employee Benefit Entitlement during Pregnancy and Parental Leave**

The employee may elect to continue coverage of all benefits including pension. LTD is mandatory. The Organization will continue to pay their share of the premiums for up to sixty-three (63) weeks. However, employees must pay the full cost of such benefits should they wish to retain them after the expiration of the initial leave.
- g) **Return to Work after Pregnancy and Parental Leave**

Employees shall be reinstated following return from pregnancy/parental leave to the position the employee most recently held if it still exists or to a comparable position if it does not, unless the employee would have been laid off in the normal course of business had they not been on such leave. The return to work shall ensure that the position held is at the same pay and including any increments that the Employee may have been entitled to during the leave.
- h) Seniority shall continue to accrue during all parental/pregnancy leaves.
- i) **Supplementary Employment Benefits Plan:** If a permanent employee who is on pregnancy or parental leave of no more than 17 weeks per family as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit (SEB Benefit). That benefit will be equivalent to the difference between seventy percent (70%) of the Employee's regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance statement as proof that

they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on the last day worked prior to the commencement of the leave times their normal weekly hours. For clarity, the limit of seventeen weeks is related to the supplemental unemployment benefit. It is not meant to be construed as to limit any employees rights to accessing Pregnancy and Parental Leave as defined in this agreement and the ESA.

### **33.09 Prepaid Leave Plan**

The Organization 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 employees with a minimum of two (2) years seniority.

- a) The plan will be in accordance with the relevant section of the income tax regulations, currently being, Part LVXIII of the Income Tax Regulations, Section 6801 and is subject to approval by Revenue Canada.
- 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 Organization shall respond in writing to the employee's application within twenty (20) working days.
- c) During the salary deferral period, a maximum of twenty percent (20%) will be deducted and 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 (if any) shall be paid to the employee in twenty-six (26) bi-weekly installments, in the year of the leave.
- f) Withdrawal from the plan is subject to a two (2) month notice to the Executive Director. In the event of the withdrawal of the employee from the plan, the deferred salary plus accrued interest (if any) shall be paid to the employee within one (1) month. In the event of the death of an employee, the deferred salary plus accrued interest (if any) shall be paid to the employee's estate.
- g) Upon completion of the leave, the employee shall be reinstated to their former position, provided it still remains or a comparable position if it does not, subject to the layoff provisions of the Collective Agreement.

- h) Final approval for entry into the plan will be subject to the employee entering into a formal agreement with the Organization. Such agreement shall include:
  - i) a statement that the employee is entering into the pre-paid plan, subject to Article 17 of the Collective Agreement;
  - ii) The period of salary deferral and the leave period for which the above is required.
  - iii) During such leave the employee shall accrue seniority and service, other than for accumulation of statutory holidays, sick leave and vacation credits.

### **33.10 Jury and Witness Duty**

If an employee is required to serve as a juror in any Court of Law, or is required by subpoena to attend a Court of Law as a witness in a matter to which the Crown is a party, or is required to attend at a Court of Law as a witness in connection with their duties at the Organization, the employee shall not lose regular pay due to such attendance, provided that the employee:

- a) informs the Organization as soon as advised that they are required to attend and when such attendance is necessary,
- b) presents proof of service (if applicable) of such attendance,
- c) promptly repays the Organization the amount, (other than expenses) paid to the employee for such service as a juror or for attendance as a witness.

## **ARTICLE 34 – EMPLOYEE BENEFITS**

### **34.01 Pension**

As a member Organization of United Way/Centraide Ottawa, the Organization participates in the Ottawa-Carleton Community Agencies Pension Plan.

### **34.02 Non-Regular Part-time Employees, Temporary Employees and Casual Employees Payment In Lieu of Benefits**

Non-Regular Part-time (PNRPT), Temporary Employees and Casual Employees as defined in Article 5 shall receive an additional fifteen percent (15%) added to their salary rate in lieu of all benefits in this Article and inclusive of all other benefits contained in this Agreement. For more information, refer to Appendix "C".

For clarification, this amount includes payment for paid holidays, sick leave pay, vacation pay and benefits under Article 34 except as noted below. Should a Non-Regular Part-time (PNRPT), Temporary Employee or Casual Employee work enough hours to qualify to join the Pension Plan, and chooses to do so, their percentage in lieu shall be reduced by five percent (5%).

### **34.03 Group Insurance Eligibility**

The Employer shall provide the employee benefits described in this Article either directly (e.g. self-insured) or through premium based group insurance plans. Benefits shall not be reduced or changed from their present level without the written consent of the Union.

Participation in the LTD and Group Insurance plans is mandatory for eligible employees, participation in other plans shall be optional on a plan by plan basis. All permanent full-time employees (PFT) and permanent part-time employees (PRFT) who are regularly scheduled to work twenty (20) hours per week or more, and who qualify for these plans are eligible for the following benefits, and payments shall be made on their behalf as follows:

**34.04** Except where self-insured the Organization has no liability other than to provide the benefit premiums set out below:

a) **Semi Private Hospital Accommodation**

The Organization pays 80% and the employee pays 20% of the premium for this benefit for eligible employees.

b) **Extended Health Care**

The Organization pays 80% and the employee pays 20% of the premium for this benefit for eligible employees.

c) **Long Term Disability and Group Life Insurance Plan**

It is mandatory that all employees who are regularly scheduled to work over twenty (20) hours per week join both plans.

Effective the 1st billing date after ratification, the Organization pays 80% of the premium and the employee pays 20% for regular full-time employees. The cost is pro-rated for regular part-time employees who work over twenty (20) hours per week.

d) **Group Dental Plan**

The Organization will maintain the current dental coverage. Effective April 1, 2021, the Organization will pay 83% of the premium for all eligible regular full-time and regular part-time employees based on current ODA rates as amended from time to time.

All employees that were enrolled and paying premiums for benefits at the time of the increase, will be reimbursed retroactively for the Employer paid premium increase in year one.

Effective April 1, 2022, the Organization will pay 86% of the premium for all eligible regular full-time and regular part-time employees based on current ODA rates as amended from time to time..

Effective April 1, 2023, the Organization will pay 89% of the premium for all eligible regular full-time and regular part-time employees based on current ODA rates as amended from time to time.

Effective 30 days from the date of ratification (of the October 16, 2023, wage reopener) the Organization pays 90% and the employee pays 10% of the premium for this benefit for eligible employees.

e) **Employee Assistance Program**

All employees are eligible for the Employee Assistance Program.

The Organization will support access to an Employer confidential Employee Assistance Program to a maximum of eight (8) visits per calendar year, at a maximum cost of one-hundred and twenty (\$120) per session.

It is agreed that the benefits covered are defined as the type of benefits provided by EAP programs offered through the Family Services Employee Assistance Program (FSEAP).

**34.05 Joint Benefits Committee**

There shall be a Joint Benefits Committee consisting of two (2) representatives of the employer and two (2) representatives of the Union. The committee may choose to include other knowledgeable individuals from time to time. The role of the Joint Benefits Committee shall be to monitor the cost of employee benefits described in this Article and the level of such benefits. The committee shall meet quarterly or at the request of either party. Time spent at committee meetings and time spent doing the work of the committee shall be considered as time worked.

Representatives on the committee shall recommend to their respective principals any changes to benefits including any change in carriers, or other related matters. Such recommendations however are subject to approval by the Union and the Employer

## **ARTICLE 35 – LEGAL LIABILITY**

The Employer shall carry professional liability insurance. This proof of liability will be provided to staff upon request and shall be provided to the Union yearly upon renewal.

## **ARTICLE 36 – MISCELLANEOUS**

### **36.01 Changes in Agreement**

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

### **36.02 Employee Files**

Upon request, and employee has the rights to review information contained within their personnel file in the presence of the Executive Director or their designate.

The employee has the right to make copies of any information they have access to.

The employee had the right to respond in writing to any such document which is placed within their personnel file. Such reply shall become part of the permanent record.

## **ARTICLE 37 – TERMS OF AGREEMENT**

This Agreement will be in effect from April 1, 2024 to March 31, 2027.


## **ARTICLE 38 – NOTICE TO BARGAIN**

Either party desiring to propose changes to this Agreement shall, within the ninety (90) calendar days prior to the termination date, give notice in writing to the other party of their desire to bargain and the changes they proposed to the Collective Agreement. Within twenty (20) working days of receipt of such notice, or at such time as mutually agreed by the parties, both sides shall enter into negotiations for a new Collective Agreement.


In the event that neither party gives notice to bargain during the 90 day period prior to the termination date, then the collective agreement shall be extended for one (1) year. During the 90 day period prior to the termination date of such extended contract, either party may give notice to bargain as outlined herein.

**Signed electronically by the Parties.**

**FOR THE UNION:**

  
Katie Clow (2025-08-13 15:02:54 EDT)

**Katie Clow**

  
Katherine Dueck (2025-08-13 17:55:27 EDT)

**Katie Dueck**

  
Nina B (2025-08-13 14:32:00 EDT)

**Nina Biancardi**



**Amanda Gomm**

*mdc:cope491*  
April 8, 2025

**FOR THE EMPLOYER:**

  
Elyse Schipper

**Elyse Schipper**

  
Rebecca Fromowitz

**Rebecca Fromowitz**

## APPENDIX “A” – WAGES

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation as defined by Bill 124.

		2024-04-01 2.0%		2025-04-01 2.5%		2026-04-01 2.0%	
		Annually	Hourly	Annually	Hourly	Annually	Hourly
<b>Level 1</b>	Step 1	\$36,026.71	\$19.79	\$36,927.38	\$20.29	\$37,665.93	\$20.70
186-231	2	\$37,806.03	\$20.77	\$38,751.18	\$21.29	\$39,526.21	\$21.72
	3	\$39,140.23	\$21.51	\$40,118.73	\$22.04	\$40,921.11	\$22.48
	4	\$40,474.42	\$22.24	\$41,486.28	\$22.79	\$42,316.01	\$23.25
	5	\$41,808.64	\$22.97	\$42,853.86	\$23.55	\$43,710.94	\$24.02
	6	\$43,143.96	\$23.71	\$44,222.56	\$24.30	\$45,107.01	\$24.78
	7	\$44,478.16	\$24.44	\$45,590.11	\$25.05	\$46,501.91	\$25.55
<b>Level 2</b>	Step 1	\$40,994.30	\$22.52	\$42,019.15	\$23.09	\$42,859.54	\$23.55
232-276	2	\$43,018.59	\$23.64	\$44,094.06	\$24.23	\$44,975.94	\$24.71
	3	\$44,536.82	\$24.47	\$45,650.24	\$25.08	\$46,563.24	\$25.58
	4	\$46,055.03	\$25.30	\$47,206.41	\$25.94	\$48,150.54	\$26.46
	5	\$47,574.41	\$26.14	\$48,763.77	\$26.79	\$49,739.05	\$27.33
	6	\$49,092.63	\$26.97	\$50,319.94	\$27.65	\$51,326.34	\$28.20
	7	\$50,610.85	\$27.81	\$51,876.12	\$28.50	\$52,913.64	\$29.07
<b>Level 3</b>	Step 1	\$46,061.94	\$25.31	\$47,213.49	\$25.94	\$48,157.76	\$26.46
277-321	2	\$48,336.97	\$26.56	\$49,545.39	\$27.22	\$50,536.30	\$27.77
	3	\$50,042.67	\$27.50	\$51,293.73	\$28.18	\$52,319.61	\$28.75
	4	\$51,748.36	\$28.43	\$53,042.07	\$29.14	\$54,102.91	\$29.73
	5	\$53,454.07	\$29.37	\$54,790.42	\$30.10	\$55,886.23	\$30.71
	6	\$55,160.91	\$30.31	\$56,539.94	\$31.07	\$57,670.74	\$31.69
	7	\$56,866.62	\$31.25	\$58,288.28	\$32.03	\$59,454.05	\$32.67
<b>Level 4</b>	Step 1	\$51,149.13	\$28.10	\$52,427.85	\$28.81	\$53,476.41	\$29.38
322-366	2	\$53,674.90	\$29.49	\$55,016.77	\$30.23	\$56,117.11	\$30.83
	3	\$55,569.23	\$30.53	\$56,958.46	\$31.30	\$58,097.63	\$31.92
	4	\$57,463.55	\$31.57	\$58,900.14	\$32.36	\$60,078.14	\$33.01
	5	\$59,357.88	\$32.61	\$60,841.83	\$33.43	\$62,058.67	\$34.10
	6	\$61,252.21	\$33.66	\$62,783.52	\$34.50	\$64,039.19	\$35.19
	7	\$63,146.53	\$34.70	\$64,725.20	\$35.56	\$66,019.70	\$36.27
<b>Level 5</b>	Step 1	\$56,235.17	\$30.90	\$57,641.05	\$31.67	\$58,793.87	\$32.30
367-411	2	\$59,012.83	\$32.42	\$60,488.15	\$33.24	\$61,697.91	\$33.90
	3	\$61,094.63	\$33.57	\$62,622.00	\$34.41	\$63,874.44	\$35.10
	4	\$63,177.59	\$34.71	\$64,757.03	\$35.58	\$66,052.17	\$36.29
	5	\$65,260.55	\$35.86	\$66,892.06	\$36.75	\$68,229.90	\$37.49
	6	\$67,343.49	\$37.00	\$69,027.08	\$37.93	\$70,407.62	\$38.69
	7	\$69,426.45	\$38.15	\$71,162.11	\$39.10	\$72,585.35	\$39.88
<b>Level 6</b>	Step 1	\$61,302.81	\$33.68	\$62,835.38	\$34.52	\$64,092.09	\$35.22
412-456	2	\$64,330.06	\$35.35	\$65,938.31	\$36.23	\$67,257.07	\$36.95
	3	\$66,600.48	\$36.59	\$68,265.50	\$37.51	\$69,630.81	\$38.26
	4	\$68,870.92	\$37.84	\$70,592.69	\$38.79	\$72,004.55	\$39.56
	5	\$71,141.35	\$39.09	\$72,919.89	\$40.07	\$74,378.29	\$40.87
	6	\$73,411.79	\$40.34	\$75,247.08	\$41.34	\$76,752.02	\$42.17
	7	\$75,682.21	\$41.58	\$77,574.27	\$42.62	\$79,125.75	\$43.48

Cont'd		2024-04-01 2.0%		2025-04-01 2.5%		2026-04-01 2.0%	
		Annually	Hourly	Annually	Hourly	Annually	Hourly
<b>Level 7</b>	Step 1	\$66,390.01	\$36.48	\$68,049.76	\$37.39	\$69,410.75	\$38.14
457-499	2	\$69,669.14	\$38.28	\$71,410.87	\$39.24	\$72,839.08	\$40.02
	3	\$72,128.19	\$39.63	\$73,931.40	\$40.62	\$75,410.02	\$41.43
	4	\$74,587.26	\$40.98	\$76,451.94	\$42.01	\$77,980.98	\$42.85
	5	\$77,045.17	\$42.33	\$78,971.30	\$43.39	\$80,550.72	\$44.26
	6	\$79,504.22	\$43.68	\$81,491.83	\$44.78	\$83,121.67	\$45.67
	7	\$81,963.29	\$45.03	\$84,012.37	\$46.16	\$85,692.62	\$47.08

**Part-time employees will receive the next step on wage progression on their anniversary date, or after completing nine hundred ten (910) hours of work, whichever comes last.**

*mdc:cope491*  
April 2, 2025

## APPENDIX "B"

### SALARY SETTING SYSTEM GUIDELINES

The system takes into account the prior experience and education of the candidate at the time of hire and expresses this relative to number of years experience at the Centre. Employees are hired at salary rates comparable to those paid existing employees with comparable assessments.

The system is based on a fundamental unit of 1 year of employment at the Centre (Centre year) and all experience is expressed in this term. Prior work experience that was seen as being highly related to the position was valued at 1 year outside for 1 Centre year, somewhat related at 2 for 1, and unrelated work experience was rated at 4 for 1. Volunteer experience was counted in similar fashion, but only if it amounted to more than .25 of a Centre year. Education relevant to the job but over the requirements was treated in the same manner as outside experience. Life experience per se is not counted. Compensation for language fluency in addition to English has yet to be determined. Extraordinary experience and equivalencies are considered on a case by case basis.

All bargaining unit staff are assessed using the same criteria and their "Centre years" recorded with their current salaries for comparison purposes. This is updated every six months and also updated annually to reflect additional outside experience submitted by the employee.


When someone is selected for hiring the Executive Director will review the resume and assess a value for the individual.

Existing staff will only be re-assessed when their job is re-classified into a different job level, or when they move to a new job in a different job level, or when they acquire significant new experience or education relevant to the job.


Employees who do not agree with their placement on the salary grid have ten (10) working days after their first day of work to file a complaint appealing their salary level pursuant to the terms of Article 12 – Grievance Procedure.

#### Signed electronically by the Parties.


#### FOR THE UNION:

  
Katie Clow (2025-08-13 15:02:54 EDT)

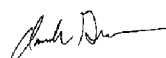
**Katie Clow**

  
Katherine Dueck (2025-08-13 17:55:27 EDT)

**Katie Dueck**

  
Nina B (2025-08-13 14:32:00 EDT)

**Nina Biancardi**



**Amanda Gomm**

#### FOR THE EMPLOYER:



**Elyse Schipper**



**Rebecca Fromowitz**

mdc:cope491

April 8, 2025

## APPENDIX "C"

### JOB TITLES AND LEVELS

Job Title	Level
IT Support/ Facilities Coordinator	2
Receptionist	2
Art Studio Coordinator	3
SAP Onsite Worker	3
Volunteer Coordinator, Community Programs	3
EAP Intake/Admin Support	4
Intake Worker (GC/MH/FLE/AV)	4
Systems Administrator	4
Resource Support Worker	4
SAN Coordinator	4
Around the Rainbow, Trainer & Public Educator	5
Fundraiser	5
Counsellor (GC/MH/FLE/AV/ATR)	5
FLE Educator (casual)	5
Coordinator-In Love & In Danger	5
EAP Counsellor	5
FLE Coordinator	6
Alternate Dispute Resolution Coordinator	6
Coordinator-Supervised Access Program	6
Coordinator for Children's Program-Anti-Violence	6
Coordinator for Women Abuse Program-Anti-Violence	6
EAP Account Manager	6
EAP Program Coordinator	7

## APPENDIX "D"


### RETROACTIVE PAYMENTS

Retroactive Payments will be made to the employees as soon as practicable but within sixty (60) days of the date of ratification by the Parties. The Employer shall notify in writing, to the last known email and postal address on file with the Employer, all former employees who are eligible for Retroactive Payments. These same notices will be simultaneously sent to the Union.


Those notified will be informed that they have two (2) weeks in which to advise the Employer, in writing of their intent to claim any applicable Retroactive Payment and provide the Employer with their direct deposit information. Those eligible former Employees who fail to respond within two (2) weeks, without good reason, forfeit any right to Retroactive Payments.

**Signed electronically by the Parties.**

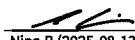
**FOR THE UNION:**

  
Katie Clow (2025-08-13 15:02:54 EDT)

**Katie Clow**

  
Katherine Dueck (2025-08-13 17:55:27 EDT)

**Katie Dueck**

  
Nina B (2025-08-13 14:32:00 EDT)

**Nina Biancardi**

  
**Amanda Gomm**

*mdc:cope491*  
March 24, 2025

**FOR THE EMPLOYER:**



**Elyse Schipper**



**Rebecca Fromowitz**

**APPENDIX “E”**

**RE: PAY EQUITY MAINTENANCE**


The parties understand the legal obligation to ensure Pay Equity maintenance is completed on a regular basis and, to assist the parties in their roles, there is agreement to meet within 120 days of the ratified contract to negotiate a Terms of Reference and Evaluation Tool. The Parties shall establish to a workplan to:

- obtain job information for incumbents and the gathering of job descriptions.
- the training of the joint committee and evaluating the classifications with the aim of ensuring a current pay equity plan that will be communicated to the parties.


CUPE will have the assistance of a Job Evaluation Specialist to aid in this process. Discussion will occur throughout the process to document when classifications underwent significant change which may affect the retroactive adjustments to meet pay equity compliance.

**Signed electronically by the Parties.**


**FOR THE UNION:**

  
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Nina B (2025-08-13 14:32:00 EDT)

**Nina Biancardi**

  
Amanda Gomm

**Amanda Gomm**


**FOR THE EMPLOYER:**

  
Elyse Schipper

**Elyse Schipper**

  
Rebecca Fromowitz

**Rebecca Fromowitz**

  
mdc:cope491  
March 24, 2025

# LETTER OF UNDERSTANDING

## RE: PARKING


Current practice is to share the onsite parking and the additional costs of offsite parking amongst union personnel using parking. Parking spots are to be distributed in a fair and reasonable manner by an ad hoc parking committee. Costs of additional spots are prorated on the basis of days of parking used per week. Should these arrangements change, then the pre-existing arrangement shall prevail, which is as follows:

The Organization agrees to continue the practice of subsidizing costs for employees who use their cars to come to work. The subsidy is 50% of the cost, to a maximum contribution from the Organization of \$20 per month.

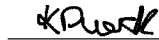
This benefit may be renewable each contract, depending upon the Boards assessment of the Organization's finances. If the Organization moves during the life of this agreement, the parties will meet to discuss the additional cost of parking that may be incurred by the employees. The parties agree that the cost of parking to the Employer will not increase above what it currently pays related to parking.

### Signed electronically by the Parties.


#### FOR THE UNION:

  
Katie Clow (2025-08-13 15:02:54 EDT)

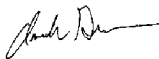
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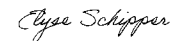
  
Nina B (2025-08-13 14:32:00 EDT)

**Nina Biancardi**



**Amanda Gomm**

#### FOR THE EMPLOYER:



**Elyse Schipper**



**Rebecca Fromowitz**

mdc:cope491  
April 2, 2025

## LETTER OF UNDERSTANDING

### REGARDING ARTICLE 29 (PAID HOLIDAYS)


The parties agree that all Employees shall be paid for seven (7) hours for each statutory holiday (as per Article 29.02) that they qualify for, regardless of how many hours they were scheduled to work on that day.

To clarify:

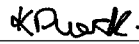
1. Employees who work a regularly scheduled extended day (i.e. greater than 7 hours) which happens to coincide with a Paid Holiday, shall be compensated for a regular day of work (i.e. 7 hours) and shall reschedule the additional hours on other days through the flex time arrangement.
2. Employees who work a regularly scheduled short day (e.g. 3.5 hours) which happens to coincide with a Paid Holiday shall be compensated for a regular day of work (7 hours) and shall take those regularly scheduled hours (e.g. 3.5 hours) off on another day.
3. Employees for whom a Paid Holiday falls on a day on which they are not regularly scheduled to work shall take 7 hours off on another day.

**Signed electronically by the Parties.**


**FOR THE UNION:**

  
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Amanda Gomm

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mdc:cope491  
April 2, 2025

**FOR THE EMPLOYER:**

  
Elyse Schipper

**Elyse Schipper**

  
Rebecca Fromowitz

**Rebecca Fromowitz**

## LETTER OF UNDERSTANDING

### RE: USE OF PERSONAL VEHICLE

The Employer acknowledges that they do not require any employees to use their personal vehicles for any work-related activity.

If there is any requirement for employees to travel within the community to provide any services offered by the Employer other than their workplace during their workday, the first mode of transportation will be public transportation.

However, if the employee believes that public transportation is not feasible, the employee will request their manager's approval for alternative arrangements in advance of travel, approval of alternative arrangements will not be unreasonably denied. Options are as follows: (the list is not exhaustive):


- ship all materials to the site that the work-related activity is happening;
- will reimburse all employees that utilize taxi service to get to and return from the activity.

The parties agree to review any issues not contemplated when agreeing to this LOU at a Labour Management Meeting. All parties reserve their rights under the Collective Agreement.


The employee may still opt for personal reasons to use their own personal vehicle and claim mileage as per Article 28 of the agreement. If an employee opts to utilize their own personal vehicle, the Employer will ensure that the employee is aware that there may be a requirement for additional insurance and advise them to contact their individual vehicle insurance provider.

### Signed electronically by the Parties.


#### FOR THE UNION:

  
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**Nina Biancardi**



**Amanda Gomm**

  
mdc:cope491  
April 2, 2025

#### FOR THE EMPLOYER:

  
Elyse Schipper

**Elyse Schipper**



**Rebecca Fromowitz**

## LETTER OF UNDERSTANDING

### RE: DIGITAL BULLETIN BOARD


Due to the increased nature of digital communication within the workplace and the continued reliance on this type of communication. The Employer commits to providing space for the Union to post notices as per Article 7 once a digital platform is established. The Employer commits to reviewing this at a Labour Management Meeting once the digital site is implemented.

#### Signed electronically by the Parties.


#### FOR THE UNION:

  
Katie Clow (2025-08-13 15:02:54 EDT)

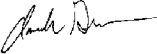
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**Amanda Gomm**

#### FOR THE EMPLOYER:



**Elyse Schipper**



**Rebecca Fromowitz**

**mdc:cope491**  
April 2, 2025


## LETTER OF UNDERSTANDING

### RE: On-Site Workers (PNRPT) in the Supervised Access Program (SAP)


1. The parties recognize that the SAP may pose some unique scheduling issues, including the need for enhanced flexibility. The following will be the protocol followed for scheduling and replacement of PNRPT SAP On-Site Workers:
  - a. When there are any anticipated changes to the existing schedule, the schedule will be prepared and provided to the employees four weeks in advance.
  - b. Should an employee be unable to attend a shift, they shall request leave from the Coordinator, as far in advance as possible. Should the leave be granted, the Coordinator will endeavor to replace the employee.
  - c. Extra shifts will be assigned based on seniority amongst available SAP On-Site workers who are PNRPT. It is understood that when replacement is urgent, the Employer may need to move on to the next most senior employee should the more senior employee not be immediately available by phone, email or text, as the case may be.
  - d. Should a SAP PNRPT employee be required, by the employer, to work in excess of scheduled hours they shall be paid straight time for such hours and Article 25.05 shall not apply unless such employee works in excess of thirty-five (35) hours in a week.
  - e. Should the employer need to cancel a shift due to an unforeseen change in client need, the employer will provide notice as soon as they become aware of the cancellation. Should the employee receive fewer than two hours of notice, they shall be paid for half their shift. Should the employee report to work prior to the cancellation notification, then ESA will apply.

### Signed electronically by the Parties.

#### FOR THE UNION:

  
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Amanda Gomm

**Amanda Gomm**

mdc:cope491  
April 2, 2025

#### FOR THE EMPLOYER:

  
Elyse Schipper

**Elyse Schipper**

  
Rebecca Fromowitz

**Rebecca Fromowitz**


**LETTER OF UNDERSTANDING**

**RE: PENSION – Healthcare of Ontario Pension Plan (HOOPP)**


The parties agree to meet within one-hundred and twenty (120) days of signing this agreement to review the Healthcare of Ontario Pension Plan (HOOPP) together and determine whether to opt in before for the next round of bargaining.

**Signed electronically by the Parties.**


**FOR THE UNION:**

  
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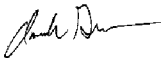
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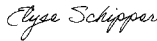
  
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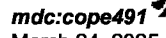
**FOR THE EMPLOYER:**



**Elyse Schipper**



**Rebecca Fromowitz**

  
mdc:cope491  
March 24, 2025

## **LETTER OF UNDERSTANDING**

### **RE: Commitment to Equity, Diversity and Inclusivity**

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the workplace.

The parties are committed to promoting a workplace where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse equity-seeking communities as informed by relevant external and internal data including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+) as well as how these identities may intersect.

The parties value the contributions of all staff in the workplace and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.


To support this commitment, where a committee or other forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other workplace forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the workplace in effective and meaningful ways.

Where a committee or other workplace forum currently exists, at least one (1) representative, and one (1) alternative, from the bargaining unit will be integrated onto the committee or other workplace forum and the following six (6) points shall apply.


- 1) All time attending and doing the work of the workplace committee or forum shall be considered time worked under the terms and conditions of this collective agreement.
- 2) The committee shall share the minute taking and minute production as a joint responsibility. All meeting minutes shall be posted once approved by the Committee Co-Chairs.
- 3) Any external trainers, facilitators or external contractors hired to support this work will be selected from an agreed upon list by the parties. Final selection from the agreed list shall remain the responsibility of the Employer.

**Signed electronically by the Parties.**

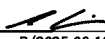
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March 24, 2025