

COLLECTIVE AGREEMENT

between

**NIAGARA REGION SEXUAL ASSAULT CENTRE
(CARSA INC.)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1287**

October 27, 2007 – March 31, 2011

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This Agreement made this 13th day of March, 2008.

BETWEEN

THE NIAGARA REGION SEXUAL ASSAULT CENTRE (CARSA INC.)
hereinafter called "the employer",

Party of the First Part:

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287
hereinafter called "the Union",

Party of the Second Part:

ARTICLE ONE – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- 1) Set out all matters pertaining to the working conditions of employees and methods of bargaining.
- 2) To acknowledge the co-operative style and the mutual value of joint discussions and joint decision making in all matters pertaining to the operations of the Niagara Region Sexual Assault Centre.
- 3) To develop and maintain the best possible service delivery to clients and encourage efficiency in operations.

ARTICLE TWO – MANAGEMENT / STAFF RESPONSIBILITIES

2.01 It is acknowledged that the Board Members and Staff have a joint responsibility to establish policies and procedures, to determine the goals and objectives of CARSA, to approve and amend the by-laws of CARSA, to determine the program planning, to determine fund raising methods including relations and negotiations with funding bodies and to set out budgets for the various functions of CARSA.

2.02 It is acknowledged that the above responsibilities are carried out through committees which shall include but not be limited to those committees set out in the CARSA **bylaws**.

if not possible by majority vote of 50% plus one provided a quorum of no less than 60% of the voting body is present.

2.04 It is acknowledged that the above policies and procedures shall be exercised in a fair and reasonable manner and in accordance with the terms and conditions set out in this Collective Agreement.

ARTICLE THREE — RECOGNITION AND NEGOTIATIONS

- 3.01 It is acknowledged that the Canadian Union of Public Employees and its Local 1287 is the sole and exclusive collective bargaining agent for all of the employees of CARSA operating as the Niagara Region Sexual Assault Centre in the Regional Municipality of Niagara.
- 3.02 Persons whose jobs (paid and unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. The use of volunteers within their normal duties and capabilities as mutually agreed upon between the parties will not be considered a violation of this article.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 3.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees. Such representative(s) shall have access to the centre's premises upon invitation by an employee who holds a position with the Union with prior consent of the CARSA board, not to be unreasonably denied.
- 3.05 Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.
- 3.06 **Employees who are hired under a contract for a specific period of time or under a special grant or funding shall have only the rights and benefits of the Collective Agreement that are specified in their contract while so employed. Contracts may be amended from time to time, but these employees shall cease to be employees upon the expiration of the contract or upon the cessation of the grant or special funding.**
- 3.07 Consultants are hired on a fee for service basis and are not employees and do not have rights under this Collective Agreement.

ARTICLE FOUR — HUMAN RIGHTS

- 4.01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by the reason or *their* membership or activity in the union or that of any dependent of the employee in accordance with the human rights code as amended from time to time.
- 4.02 The above shall not apply where CARSA has received an exemption in accordance with the Ontario Human Rights Code.

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- 4.03 The parties agree that all benefit plans shall not discriminate against any employee by reason of her age, marital status or sexual orientation.
- 4.04 Sexual Harassment Policy as per policy and procedures.

ARTICLE FIVE – STAFF MEMBERSHIP ON COMMITTEES

- 5.01 The following **standing** committees shall have an equal number of staff and Board members:

- Board Maintenance Committee
- Board/Staff Personnel Committee
- Finance Committee

The following **Ad Hoc** committees shall also consist of Board and staff members and are subject to review and change as mutually agreed by the parties. By-laws and Policy changes can only be made by recommendation of a committee at which 60% of its members are present:

- Board/Staff Program/Planning and Standards Committee
- Board/Staff Community Relations Committee
- Board/Staff Administration Committee
- **Legal Committee**

- 5.02 The employee members on committees shall be those members who volunteer and are confirmed by the staff meeting on an annual basis. The committees shall be able to add consultants and/or advisors to the committee who shall have voice but no vote. Volunteers may be invited to sit on committees with voice but no vote. CARSA operates as a co-operative, therefore, all staff and Board members shall sit and actively participate on Committees

ARTICLE SIX – UNION MEMBERSHIP AND DUES DEDUCTION

- 6.01 All employees of CARSA 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. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.
- 6.02 CARSA shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The cheque shall be forwarded to the Union by the tenth day of the following month for which the dues were levied and shall be accompanied by a list of the employees from whom the dues were deducted.

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- 6.03 At the same time that Income Tax (T-4) slips are made available, CARSA shall type on the amount of union dues paid by each Union member in the previous year.
- 6.04 CARSA agrees that the Personnel Committee shall acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in articles dealing with the Union Security and Dues Check-Off.
- 6.05 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Committee of CARSA and the Recording Secretary of the Union, the stewards from CARSA and the National Representative.

ARTICLE SEVEN — UNION BARGAINING COMMITTEE

- 7.01 ***A Union bargaining committee shall be established as follows:***
- ***up to three members elected from and by the unit***
 - ***a Representative appointed by CUPE Local 1287 Executive Board***
 - ***the CUPE National Representative***
- 7.02 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. Any representative of the Union on the bargaining committee who is an employee of CARSA shall have the right to attend meetings within working hours without loss of remuneration.
- 7.03 Within ten working days of a request by the Union, CARSA shall make available to the Union any information required for collective bargaining purposes. The same shall be required of the Union in obligation to CARSA. Copies of all motions, resolutions, by-laws, rules and regulations adopted by the Board and the minutes of the Board shall be forwarded to Unit Officer.

ARTICLE EIGHT — GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or where an employee believes that she has been treated unjustly, improperly or unreasonably by C.A.R.S.A.
- 8.02 **STEP ONE** - Any employee who believes that she has a grievance should try to resolve the dispute, if possible, in consultation with the individual(s) with whom she is in dispute. Such employee shall have the right to be accompanied by a steward if she so wishes. Such employee may choose to raise the matter at a staff meeting. An employee may choose to go directly to the union.
- 8.03 **STEP TWO** - If unsatisfied with the resolution at step one, the employee may forward the grievance to the non-union members of the Board Personnel Committee. The non-union members of the Board Personnel Committee upon receipt of the grievance, shall

arrange a meeting at a mutually agreeable time, within five days, with the grievor, who may be accompanied by her steward. The non-union members of the Board Personnel Committee shall state their decision, in writing, within five days of the meeting and in confidence.

8.04 **STEP THREE** - If unsatisfied with the resolution at step two, the employee may submit the grievance, in writing to the Executive Committee. The written grievance shall specify the facts, the relief sought, and the applicable provisions if a claim is made that there has been a violation of the collective agreement. The Executive Committee shall meet with the grievance committee within five days at a mutually agreeable time. The Executive Committee shall state its decision in writing within ten days of the meeting. The Executive Committee's decision shall be voted on at the next meeting of the Board of Directors following the meeting with the grievance committee.

8.05 **STEP FOUR** - Within thirty days of receiving the Executive Committee's decision the Grievance Committee may submit the grievance to arbitration. Such arbitration shall be preferably by a three woman Board with C.A.R.S.A. naming a nominee and the Union naming their nominee within five days of the grievance being submitted to arbitration. The two nominees shall agree to a chairperson within fifteen days of the grievance being submitted to arbitration.

If the nominees are unable to agree on a chairperson within the specified time limit the Ontario Department of Labour shall appoint the chairperson. 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. Each party shall pay the fees and the expenses of its nominee plus one-half of fees and expenses of the chairperson.

By mutual agreement the parties may appoint a single arbitrator to hear the grievance from an agreed upon list of arbitrators. Either party may submit the grievance to arbitration in accordance with section 46 of the Ontario Labour Relations Act.

8.06 The Union Grievance Committee shall consist of the Unit Officer, the Steward involved with the grievance, a representative of the local union and the National Representative. CARSA employees who are members of the grievance committee shall have the right to attend meetings during working hours without loss of salary and any other benefit.

8.07 The union shall have the right **to** originate a grievance on behalf of an employee, a group of employees or the bargaining unit as a whole. Such grievances shall start at Step Two of the grievance procedure.

8.08 "Days" as used in this collective agreement shall not include Saturday, Sunday or Paid Holidays.

ARTICLE NINE – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 The purpose of discipline is to correct behaviour therefore, discipline shall be regarded as corrective and rehabilitative rather than retributive. Any decision to discipline shall be made after consultation with the employee, and the Board.

9.02 A staff/board may bring concerns/complaints in writing to the Personnel Committee as a whole. The Personnel Committee as a whole will inform/confirm in writing, with all the parties involved, the receipt of the concern/complaint. The Personnel Committee as a whole will investigate and schedule individual meetings with the concerned parties within 10 days. The Personnel Committee as a whole will decide the necessary course of action. Should the Personnel Committee as a whole decide a follow up meeting or disciplinary action is necessary the following steps shall occur:

Note: should a concern/ complaint involve a standing member of the Personnel Committee, the committee will inform the member and the member will step down and will be included in the following process.

Concerns/complaints will be identified as work related or personal nature related. Work related concern/ complaint.

Step 1 – The Personnel Committee will appoint one staff member and one board member from the Personnel Committee to meet with the employee to discuss areas of concern. The committee will outline in writing areas of change and expectations required with appropriate time lines for expected outcomes. All parties to receive copies of outline.

Step 2 – The Personnel Committee will appoint one staff member and one board member from the Personnel Committee who will arrange a follow up meeting to review the outline and determine the current status of the concern/ complaint. If expectations have been satisfied according to the outline, the matter will be considered resolved and closed. If the expectations outlined have not been met a letter identifying the current circumstances and original copy of outline will be placed in the employee's file.

Step 3 - The Personnel Committee will appoint one staff member and one board member from the Personnel Committee who will arrange a follow up meeting, within a reasonable time frame, to review expectations as set out in Step 2. If expectations have been satisfied according to the outline, the matter will be considered resolved and closed. If the expectations outlined in Step 2 have not been met a second letter identifying expectations, time lines and advisement of ramifications should these requirements not be met shall be given to the employee. This may include suspension or termination.

Step 4 - Representatives designated by the committee will meet with the employee. Should requirements as set out in Step 3 not be met, a decision will be made by the Personnel Committee as a whole regarding discipline, suspension or termination. The

executive members of the Personnel Committee will meet with the employee and implement the decision.

At any stage during this process it is understood that the employee will be entitled to union representation and can initiate the grievance procedure at any time.

- 9.03 Unless the safety of CARSA's employees, clients or the integrity of its service is threatened the employee shall continue her employment with all rights and benefits while CARSA processes a grievance with the Union Grievance Committee.
- 9.04 Grievances concerning disciplinary actions shall begin at the third step of the grievance procedure.
- 9.05 In all disciplinary actions the burden of proof of just cause shall rest with CARSA. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the disciplinary notice to the employee.

ARTICLE TEN — SENIORITY

- 10.01 Seniority is defined as length of continuous service in the bargaining unit and shall include service with CARSA prior to the certification or recognition with the Union. Seniority shall be used in determining preference or priority for lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

10.02 Probation

Every new employee shall be subject to a six month probationary period.

The Personnel Committee will ensure that a written performance evaluation based on the job description and the job posting is conducted and provided to the probationary employee at the completion of three (3) months of employment. An additional review shall take place within two (2) weeks of the completion of the six (6) months term.

Following this procedure the Personnel Committee will give a written recommendation to the Board to:

- (a) to give notice of termination, or
- (b) to extend the probation period for a further period of time up to six months, or
- (c) to accept her as a permanent employee.

If the decision is to terminate the probationary employee, the reason for the termination must be job related and explained in writing by the Personnel Committee.

Following an employee's successful completion of the probationary period, a comprehensive peer performance evaluation will be conducted *bi*-annually as per article 14.02 of this Agreement. Such performance reviews will be coordinated by the Personnel Committee and a written copy of the review and the results of the review will be provided to the employee.

10.03 Seniority List

CARSA shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up to date seniority list shall be sent to the Union and posted on staff announcement board in January of each year.

10.04 Loss of Seniority

An employee shall not lose seniority if she is absent from work because of sickness disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose her seniority in the event:

- 1) She is discharged for just cause and is not reinstated.
- 2) She resigns in writing and does not withdraw within two (2) days.
- 3) She fails to return to work within fifteen (15) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee, due to sickness or other just cause, to accept recall to such employment will not result in termination of seniority and will not prejudice her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination prior to her return to CARSA.

ARTICLE ELEVEN — FILLING OF VACANCIES

11.01 When a position is created, or when a vacancy occurs, CARSA shall post notice of the vacancy.

Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in *an* arbitrary or discriminatory manner.

11.02 If the position is not filled from within the bargaining unit applications shall be considered from former CARSA Board and CARSA Volunteers and the General Public. Applicants from former Board members and active volunteers possessing appropriate qualifications are considered and weight will be given to the status of the volunteer.

11.03 Role of Seniority in Internal Transfers, and Staff Changes

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes or transfers appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 11.01. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

CARSA shall provide a full verbal explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied a transfer.

11.04 With Internal Transfers, the successful applicant shall be notified within one (1) week following the end of the posting period. She shall be given a trial period of three (3) months, during which time she shall receive the necessary training for the position by staff. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority, Any other employee transferred because of the re-arrangement of positions shall also be returned to her former position and wage or salary rate.

11.05 If no employee is appointed to a vacancy in accordance with Article 11.02, then serious consideration will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a mutually agreed upon trial period. If the qualifications are not met within this time, the employee shall revert to her former position.

When the staff and the Board of CARSA approve and where sufficient funds are available, CARSA employees may upgrade their skills and/or qualifications by taking outside courses. Such courses can be on a shared cost basis between the employee and CARSA, entirely paid by CARSA or entirely paid by the employee as determined by the staff and board members of CARSA.

Each employee shall be entitled to a minimum amount for the purpose of and maintaining their professional skills. Such amount shall be determined by the Staff and the Board of CARSA.

ARTICLE TWELVE — LAYOFFS AND RECALL

12.01 If lack of funds or other situations arise as defined by the Executive Committee that would normally require a layoff, the following will apply in sequence providing that remaining employees have the skills required to perform the available work.

The Executive Committee will facilitate a discussion with staff as to which option will be followed:

- (a) volunteer layoff;
- (b) reduction of staff hours;
- (c) layoffs according to seniority.

In the absence of a voluntary choice of (a), (b) or (c), the Board of Directors is obligated to find a resolution.

12.02 Recall

In all cases of layoff, recall shall be in accordance with the employee's seniority provided that a laid off employee may elect to waive her recall priority in favour of another employee on layoff, provided that the recalled employee has the skills and qualifications to do the job as determined by the Personnel Committee.

12.03 No new employee shall be hired while an employee is on layoff provided that the laid off employees have the required skills and qualifications to perform the work.

12.04 The above recall rights and restrictions on hiring shall not apply in the case of layoff of an employee who has not completed the probationary period.

12.05 CARSA will allow a reasonable period of time for the senior employee to learn the routine and procedures of any new position they may assume as a result of a layoff.

ARTICLE THIRTEEN — HOURS OF WORK AND OVERTIME

13.01 The normal hours of work shall be seven (7) hours per day and thirty-five (35) hours per week with two (2) fifteen (15) minute paid rest breaks and one (1) hour unpaid meal break.

13.02 Time worked beyond an employee's regularly scheduled work hours shall be taken as paid time off. Travel to and from the workplace shall not be considered work time. Any travel time over and above the employee's regular hours, overnight stays for workshops, presentations, O.C.R.C.C., etc. is overtime. An employee may only claim ten (10) hours per day including overtime during the regular work week/weekend while on overnight stays on CARSA business.

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- 13.03 It shall be an employee's responsibility to log the amount of time worked beyond her regularly scheduled work hours and to schedule her paid time off consistent with the staffing needs of CARSA. The staff time sheets will be submitted to the Personnel Committee on a monthly basis and will be included in personnel files.
- 13.04 When individual overtime of any staff member exceeds thirty (30) hours per month for three (3) consecutive months, or where collective overtime reaches excessive amounts the Board/Staff Personnel Committee must consider redistribution of responsibilities, hiring additional staff or limiting the services offered.
- 13.05 Staff who take the Crisis Line Pager will receive 4 hours of TOIL plus call time, Monday, Tuesday, Wednesday and Thursday nights. Staff will only take the Crisis Line Pager on weekends when all alternative avenues have been tried. If a staff member must take a pager for the weekend, they will be entitled to receive 4 hours of TOIL for Friday night, 5 hours of TOIL for Saturday and 5 hours of TOIL for Sunday plus call time. The same staff person will not take the pager for more than one weekend per four week period of time.

ARTICLE FOURTEEN — JOB DESCRIPTIONS AND PEER PERFORMANCE REVIEW

14.01 Job Evaluations

It will be the responsibility of the Board/Staff Personnel Committee to ensure that CARSA has job descriptions reviewed **bi-annually**, a job evaluation system and a compensation system which is consistent with the Mission and Purpose of CARSA and is in compliance with the Pay Equity Act.

14.02 Performance Evaluation — Peer Evaluations System

- (a) It is the duty of every employee to participate in the peer evaluation system if called upon to do so.
- (b) In accordance with current Personnel Policy regarding evaluation process.
- 14.03 A peer review in accordance with Article 14.02 above shall be conducted three to six months after the return of those employees who have been absent from the workplace for twenty-four or more consecutive months.
- 14.04 Board and staff are obligated to investigate a professional development workshop for the agency **annually**.

ARTICLE FIFTEEN – LEAVES OF ABSENCE

15.01 Short term leaves of absence without pay of up to thirty (30) days may be granted upon request and shall not be unreasonably denied. Extended leaves of absence without pay may be granted for personal or family needs or development opportunities, subject to Executive Committee approval. An extended leave may not exceed one year from the last day at work. A minimum of one (1) year permanent full time or part time employment is necessary for an extended leave of absence to be approved. A request for such a leave must be in writing, to the Board/Staff Personnel Committee, stating the reason for the leave and intention to return to work at a specified date. Once the leave has been granted employees are bound to this agreement. Employees are *expected to provide* the Personnel Committee *with at least four (4) weeks advance notice of their intent* to return from an approved leave.

15.02 Pregnancy/Parental/Adoption Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy/parental to a maximum of twelve months. Such employee shall continue to receive all benefits of the collective agreement she was entitled to prior to the commencement of the leave.

An employee may choose to extend her leave by a further twelve (12) months, however, such extension shall be without pay.

An employee shall give a minimum of four (4) weeks notice prior to her intended return from pregnancy/parental/adoption leave. On return from pregnancy/parental leave, the employee will be placed in their former permanent position, if it still exists, or to a comparable position, in accordance with the Employment Standards Act.

Where an employee on an approved pregnancy/parental/adoption leave decides not to return to work at the end of the leave, they shall provide a minimum of eight (8) weeks advance notice.

It is understood that parental leave will be granted in accordance with the Employment Standards Act.

An adoptive parent will be granted adoption leave without pay and without loss of seniority for a period not to exceed 35 (thirty-five) weeks commencing from the date of placement of the adopted child provided written notice of intention to adopt is given to the corporation at least three (3) months in advance of the date of placement. It is recognized that the date of placement may not be known until almost immediately prior to such date. On return from adoption leave, the employee will be placed in their former permanent position if it still exists or to a comparable position, in accordance with the Employment Standards Act.

15.03 Leave to Attend Court

Should an employee be placed on Jury Duty or be called as a witness to a court of law, such employee shall be granted the necessary leave of absence with pay of up to one month duration. The employee shall reimburse to CARSA any monies received by her with the exception of the amounts received for travelling and meal expenses.

15.04 Compassionate Leave

Leave with pay for five (5) working days shall be granted upon the death of a close friend, partner or relative.

15.05 Citizenship Leave

One (1) day's leave with pay shall be granted to an employee for attendance at citizenship court if such court is convened during working hours.

15.06 Leave to Write Examinations

An employee shall be granted leave of absence for the day(s) she is to write an examination. Such time shall be made up or repaid.

15.07 Union Leave

Employees shall be granted leaves of absence in order that they may attend meetings for union work, seminars or conventions. An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work, seminars and conventions. However, the Union shall reimburse CARSA for all wages paid as a result of such leave.

15.08 Paid Leave

An employee shall be granted ten (10) days paid leave of absence per calendar year, pro rated, for family related issues or for an employee to relieve the stress of her work duties. Such days shall not be accumulated from one year to the next.

ARTICLE SIXTEEN – PAID VACATIONS

- 16.01 All employees shall be entitled to two (2) weeks of paid vacation per 6 months. Vacation pay shall be eight (8) percent of the employee's gross annual earnings or her regular four (4) weeks earnings, whichever is the greater. If an employee leaves her employment prior to the completion of one (1) full year, she shall receive the above vacation pay on a pro rata basis.
- An employee with five (5) or more years of service with CARSA shall be entitled to five (5) weeks vacation and ten percent (10%) of her gross annual earnings or her regular five (5) weeks pay, whichever is the greater.
- An employee with twenty (20) or more years of service with CARSA shall be entitled to six (6) weeks vacation and twelve percent (12%) of her gross annual earnings or her regular six (6) weeks pay, whichever is greater.
- Vacation pay cheques will be appropriately dated and given to the employee on the last pay day prior to her vacation for the pay days that occur during her vacation.
- 16.02 The vacation year for each employee shall be based on the date she started her employment with CARSA.
- 16.03 An employee shall be allowed to carry over one (1) week of vacation entitlement from one year to the next.
- 16.04 Employees shall not be paid in lieu of taking vacation time off. Employees who become ill during their vacation shall receive vacation credits for the time of her illness provided she produces a note from her doctor certifying that she was ill. Employees who qualify for a paid holiday during their vacation shall have the option of taking a vacation credit for use at a later date or of adding the paid holiday to her vacation period.
- 16.05 Vacation requests will be granted according to the following principles:
- (a) All employees' requests for vacation time are to be accommodated provided that such accommodation does not jeopardize client service.
 - (b) In the case of two or more employees having the same seniority date, the employees themselves shall resolve any requests for the same time period. If they are unable to do so the Executive Committee shall make a binding decision.
 - (c) Priority shall be given to the accommodation of special needs groups as defined by the Ontario Human Rights Code.

ARTICLE SEVENTEEN – PAID HOLIDAYS

17.01 Employees shall receive paid time off at their regular day's pay for the following holidays:

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

One (1) float day for all employees.

The office will be closed between Christmas Day and New Years Day.

Any employee may exchange a paid holiday to reflect their Religious or Cultural Observances.

17.02 Float day is to be taken during the calendar year and not to be carried over unless it is for religious or cultural observances.

ARTICLE EIGHTEEN – HEALTH AND WELFARE BENEFITS

18.01 CARSA shall pay one hundred percent (100%) of the premium cost for the following benefit plans:

- (a) Professional Liability Insurance that provides for the cost of all legal fees and judgements incurred in any matter related to an employee's job duties.
- (b) An Extended Health Care Plan that provides the same benefits as those currently in effect.
- (c) Life Insurance in the amount equal to the employee's annual gross salary.
- (d) Accidental Death and Dismemberment Insurance in the amount equal to the employee's annual gross salary.
- (e) Semi-private hospital care.
- (f) A Dental Plan that provides the same benefits as those currently in effect.
- (g) Employer shall supply a Long Term Disability Plan which provides 66 2/3% of salary, in accordance with existing policy for up to 2 years.

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- 18.02 CARSA will not be responsible for any costs above the LTD Plan.
- 18.03 Qualification for illness and disability shall be in accordance with the current LTD Plan.
- 18.04 CARSA will match an employee's contribution to her R.R.S.P. for any amount up to a maximum of \$50.00 per pay period, per employee.
- CARSA will make additional contributions to individual employee's RRSP's up to a maximum of \$2,000.00, contingent on available funding. The Board may approve further contributions to R.R.S.P.'s in years of surplus funds. The employee will not be required to match this money.
- 18.05 The Insurers and the details of the above plans shall be as agreed to by the parties. No changes shall be made to the plans unless it is by mutual consent.
- 18.06 Sick time for full time employees shall be granted at the rate of eighteen (18) days per year based on full time employment. Anything other than full time status will be pro-rated. Ten (10) days may be carried to the following year for full time employees and pro-rated for other than full time status.
- Sick leave of five (5) days or less will not require a doctor's certificate. Sick leave of more than five (5) days shall be verified in writing by the attending physician if requested by the Personnel Committee.
- Sick leave is to be used for illness, accident, injury and mental health only. Employees with a disability or a persistent illness shall be further accommodated as required up to the point of undue hardship to client service and to the operations of the Employer.
- After employee uses all sick time, CARSA Inc. group insurance will take effect as stipulated in all conditions therein.
- 18.07 Re-entry process will be implemented and monitored by the Personnel Committee in concert with employee on leave and staff compliment. This process is to be handled by the Personnel Committee unless or until the employer or the Personnel committee asks for the Executive Committee to take it over. The Re-entry process including time frame, will be negotiated by staff, executive committee and the employee on leave. This agreement will be in writing and binding by all parties. If an agreement cannot be reached the final decision will be left to the Executive Committee.
- 18.08 An employee with one year of seniority or more shall have the premium cost of her health care plans paid for by CARSA for a maximum of eight months while she is off on sick leave.

ARTICLE NINETEEN — PAYMENT OF WAGES AND ALLOWANCES

19.01 Wage rates shall be as set out in Appendix "A" which is attached to and forms part of this Collective Agreement. Wages shall be paid bi-weekly on Wednesdays, and shall be accompanied by itemized list of allowances and deductions.

19.02 All expenses incurred by employees in the necessary service of CARSA shall be reimbursed or paid for directly by CARSA when approved by CARSA. Receipts are required.

19.03 Transportation

It is the responsibility of each employee to get to and from location of work at her own expense. When an employee is obliged to travel while engaged on CARSA business within or outside the region, the most economical and feasible form of transportation must be considered.

Recommended transportation is as follows:

- (a) For commercial carriers reimbursement shall be in accordance with the actual fare. A receipt is required.
- (b) For municipal transit reimbursement shall be in accordance with the actual fare. No receipt is required.
- (c) **Reimbursement for business related mileage shall be set at the rate established from time to time by the *Attorney General Allowances*.**
- (d) Taxi will be paid only where municipal transit is not feasible. Reimbursement shall be the actual fare plus fifteen percent (15%) gratuity. A receipt is required.
- (e) ***Employees shall be provided with paid parking at their designated work location. Reasonable parking expenses while conducting CARSA business away from the assigned work location shall be reimbursed upon submission of receipts.***

Day to day travel and business trips taken for the purposes of CARSA shall be paid by CARSA to the employee monthly. Such employee shall submit her claim on a form which shows the purpose and mileage for each trip.

19.04 Accommodation

Employees shall at all times consider the most economical and feasible accommodations. Employees will be reimbursed for the actual room charge by the hotel. A receipt is required.

19.05 Meals

While on CARSA business and upon the submission of receipts, employees shall be reimbursed for meals in accordance with the Attorney General Allowances. If an employee attends a community luncheon, the employee will be reimbursed the actual luncheon fee. A receipt is required. No alcoholic beverages will be paid for by the agency.

ARTICLE TWENTY — JOB SECURITY

20.01 In order to provide job security for the members of the bargaining unit, CARSA agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other company, person or non-unit employee.

ARTICLE TWENTY-ONE — NO STRIKES OR LOCKOUTS

21.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be defined in accordance with the Ontario Labour Relations Act.

ARTICLE TWENTY-TWO — HEALTH AND SAFETY

22.01 The parties shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

ARTICLE TWENTY-THREE — TERM OF AGREEMENT

23.01 Duration

This Agreement shall be binding and remain in effect from October 27, 2007 to March 31, 2011, and shall continue from year to year thereafter unless either party gives the other party notice in writing within ninety (90) days of the expiration of this Agreement that they desire its termination or amendment.

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

23.03 Retroactivity

All in this agreement shall be adjusted retroactively unless specified otherwise.

SIGNED AT ST. CATHARINES, ONTARIO, THIS _____ DAY OF _____ 2008

**SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 1287**

**SIGNED ON BEHALF OF THE NIAGARA REGIONAL SEXUAL
ASSAULT CENTRE (CARSA) INC.**

SCHEDULE "A" – WAGES

CARSA ACKNOWLEDGES ITS COMMITMENT TO PAY EQUITY AT NO LESS THAN 1% PER YEAR EFFECTIVE EACH YEAR OF THE COLLECTIVE AGREEMENT.

EFFECTIVE APRIL 1, 2007 GENERAL WAGE INCREASE OF 3%.
EFFECTIVE OCTOBER 27, 2007 PAY EQUITY INCREASE OF 1%.

SCHEDULE OF SALARY FOR 2007

Classification	Start	One Year	Two Years
Case Counsellor	25.22	26.78	28.40
Program Manager	25.22	26.78	28.40

EFFECTIVE APRIL 1, 2008 PAY EQUITY INCREASE OF 1%.

SCHEDULE OF SALARY FOR APRIL 1, 2008

Classification	Start	One Year	Two Years
Case Counsellor	25.47	27.05	28.68
Program Manager	25.47	27.05	28.68

EFFECTIVE APRIL 1, 2009 PAY EQUITY INCREASE OF 1%.

SCHEDULE OF SALARY FOR APRIL 1, 2009

Classification	Start	One Year	Two Years
Case Counsellor	25.72	27.32	28.97
Program Manager	25.72	27.32	28.97

EFFECTIVE APRIL 1, 2010 PAY EQUITY INCREASE OF 1%.

SCHEDULE OF SALARY FOR APRIL 1, 2010

Classification	Start	One Year	Two Years
Case Counsellor	25.98	27.59	29.26
Program Manager	25.98	27.59	29.26

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