

COLLECTIVE AGREEMENT

BETWEEN:

THE JOHN HOWARD SOCIETY OF NIAGARA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

July 1, 2007 TO June 30, 2011

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE OF AGREEMENT	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 - RECOGNITION	2
3.01 BARGAINING UNIT	2
ARTICLE 4 – DISCRIMINATION	5
ARTICLE 5 – UNION MEMBERSHIP	5
5.02 HARASSMENT IN THE WORKPLACE	6
ARTICLE 6 – CHECK-OFF UNION DUES.....	6
6.01 CHECK OFF PAYMENT	6
6.02 DEDUCTIONS	6
6.03 DUES RECEIPTS	6
ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL NEW EMPLOYEES.....	6
7.01 POTENTIAL EMPLOYEES	6
7.02 INTERVIEWING OPPORTUNITY	6
ARTICLE 8 – CORRESPONDENCE	7
8.01 CORRESPONDENCE	7
8.02 UNION NOTIFICATION.....	7
ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE.....	7
9.01 ESTABLISHMENT OF COMMITTEE.....	7
9.02 CHAIRPERSON OF THE MEETING	7
9.03 MINUTES OF MEETING	7
ARTICLE 10 – UNION STEWARDS AND COMMITTEES.....	8
10.01 UNION STEWARDS.....	8
10.02 UNION BARGAINING COMMITTEE	8
ARTICLE 11 – GRIEVANCE PROCEDURE	9
11.05 EMPLOYER GRIEVANCE	10
11.06 GROUP GRIEVANCE.....	10
11.07 UNION GRIEVANCE	10
ARTICLE 12 – ARBITRATION	11
ARTICLE 13 – DISCHARGE / SUSPENSION / DISCIPLINE.....	12
13.01 DISCHARGE PROCEDURE	12
13.03 DISCHARGE SUSPENSION/DISCIPLINE.....	12

TABLE OF CONTENTS (CONT'D)

	<u>Page</u>
ARTICLE 14 – SENIORITY.....	13
14.04 PROBATION PERIOD FOR EMPLOYEES	14
14.06 TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT.....	15
ARTICLE 15 – PROMOTIONS AND STAFF CHANGES.....	16
15.01 JOB POSTINGS.....	16
15.02 INFORMATION IN POSTINGS	16
15.03 PROMOTIONS, TRANSFERS AND TRAINING	16
ARTICLE 16 – LAYOFFS AND RECALLS.....	17
16.03 NO NEW EMPLOYEES	18
ARTICLE 17 – HOURS OF WORK.....	18
ARTICLE 18 – OVERTIME	19
ARTICLE 19 – PAID HOLIDAYS.....	20
ARTICLE 20 – VACATIONS.....	21
20.04 VACATION PAY ON TERMINATION.....	22
ARTICLE 21 – SICK LEAVE ALLOWANCE PROVISIONS.....	22
21.02 ELIGIBILITY	22
21.04 EXPIRATION OF SICK LEAVE CREDITS	23
21.05 NOTIFICATION OF EXTENDED ILLNESS.....	23
21.06 SHORT TERM SICK LEAVE.....	23
21.07 LONG TERM DISABILITY	23
21.08 PROOF OF ILLNESS.....	23
ARTICLE 22 – LEAVE OF ABSENCE.....	24
22.01 GENERAL LEAVES	24
22.02 AUTHORIZATION	24
22.03 ACCRUAL OF VACATION AND SICK LEAVE DAYS DURING A LEAVE OF ABSENCE	24
22.04 GRIEVANCES.....	25
22.05 BEREAVEMENT LEAVE	25
22.06 LEAVE OF ABSENCE FOR UNION FUNCTIONS	25
22.07 UNION POSITIONS	25
22.08 PREGNANCY/PARENTAL LEAVE	26
22.09 PAID JURY OR COURT WITNESS DUTY LEAVE	26
22.10 EMERGENCY LEAVE.....	26
ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES	26
23.09 ASSOCIATION FEES:	27
ARTICLE 24 – RESTRICTIONS ON CONTRACTING OUT.....	27
ARTICLE 25 – NO STRIKES, NO LOCK OUTS.....	28

TABLE OF CONTENTS (CONT'D)

	<u>Page</u>
ARTICLE 26 – HEALTH AND SAFETY	28
26.02 INJURY PAY PROVISIONS	28
26.04 TRANSPORTATION OF ACCIDENT VICTIMS	28
ARTICLE 27 – EMPLOYEE BENEFIT PLANS	28
ARTICLE 28 – GENERAL CONDITIONS	29
28.01 BULLETIN BOARDS	29
28.04 EDUCATION AND TUITION ALLOWANCE.....	30
ARTICLE 29 – TERM OF AGREEMENT	30
APPENDIX A - WAGES.....	31
APPENDIX B	34
HARASSMENT IN THE WORKPLACE – GENERAL POLICY	34
LETTER OF UNDERSTANDING	39
RE: MILEAGE RATES.....	39
LETTER OF UNDERSTANDING	40
RE: SATISFACTORY PERFORMANCE	40
LETTER OF UNDERSTANDING	41
RE: PAY EQUITY	41

Agreement

Between:

The John Howard Society of Niagara

And

**Canadian Union of Public Employees
And its Local 1287**

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the general purpose of this Agreement to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees;
 - (c) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of unjust discharge by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.

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- (d) Determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance, plan, direct, control and alter all operations, determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith, determine the descriptions of the jobs, the classifications and the hours of work, establish, modify, combine or abolish job classifications and create, modify, eliminate or discontinue any job in whole or in part of the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees.
 - (e) Determine the qualifications of employees, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities, equipment, control the amount of supervision necessary, to increase or reduce personnel in any particular area, generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.
 - (f) Management shall exercise these rights in good faith and a manner that is reasonable and consistent with the terms and conditions of the Collective Agreement. Any claim by the Union that the Employer has not exercised these rights in compliance with the Collective Agreement may result in a grievance.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and it's Local 1287 as the sole and exclusive collective bargaining agent for all employees of the John Howard Society of Niagara in the Regional Municipality of Niagara, save and except supervisors persons above the rank of supervisor and Executive Assistant.

- 3.02 Where the employer creates a new classification, the Employer will meet with the Union to discuss the new classification and will provide to the Union an outline of the job or jobs in the new classification along with an outline of duties or responsibilities of the job or jobs and the proposed wage grid for the new class. If the parties are unable to reach agreement on the wage grid, the Union may file a grievance through the grievance procedure on the issue of the wage grid and if the matter is referred to arbitration, the arbitrator shall have jurisdiction to determine the wage grid for the new classification, having regard to the existing wage grids and the amount of funding provided by the program funder for the job or jobs in the new classification.

3.03 Employees not covered by the terms of this Agreement shall not perform jobs which are normally performed by Employees covered by this Agreement if doing so would result in the lay off or prevent the recall of an Employee who normally performs the job except where the job is being performed for the purposes of instruction, experimenting, emergencies or when a qualified employee is not readily available.

3.04 The various statuses of employees within the Bargaining Unit are as follows:

1. "Full time": employees who are regularly employed 35 hours per week.
2. "Part time": employees who are regularly employed less than 35 hours per week;
3. i) "Temporary employees": employees who are employed
 - a) to work on a short-term job or project, provided that short-term shall mean a period of twelve months or less, unless extended by mutual agreement of the parties;
 - b) to fill in for a Full time or Part time employee who is on a temporary leave of absence which is not expected to exceed twelve (12) months, provided that prior to hiring such a temporary employee, the Employer will first consider, prior to hiring a temporary employee, any employee who has clearly indicated to the Employer an interest in filling a temporary vacancy in order to obtain experience in a different position, and the operational needs of the Employer permit.
- ii) Temporary employees who are hired from outside the bargaining unit will not be covered by the provisions of the Collective Agreement which deal with Lay off and Recall, Sick Leave, Benefit Plans, Vacations and Vacation Pay, Paid Holidays, or Leaves of Absence and their entitlements, if any, in respect of such matters shall be pursuant to the *Employment Standards Act*. Temporary Employees shall accumulate seniority in accordance with Article 14.
- iii) The wages for Temporary Employees will be pursuant to the Collective Agreement, except in the case of a government subsidized program or project which provides funding for wages for employees working on the program or project at a rate which is lower than the pay rate set out in the Collective Agreement, in which case the Employer shall provide details to the Union of the terms of the program or project and may, in consultation with the

Union, set a lower rate of pay for temporary employees employed to work in the government subsidized project or program.

- iv) The Employer may, at any time, terminate the employment of a Temporary employee who was hired from outside the bargaining unit by providing the Temporary employee with such notice and severance pay as is required under the *Employment Standards Act*; such termination will not be considered unjust discharge and may not be grieved as such unless such termination was in bad faith or contrary to the Human Rights Code.
 - v) The Employer will terminate the employment of Temporary Employees as defined in paragraph b) who were hired from outside the bargaining unit above prior to laying off any Full time or Part time employees. A Full Time or Part time employee who is subject to lay off will be permitted to bump a Temporary employee as defined in paragraphs a) and b) above if the Full time or Part time employee has the qualifications, skills, experience and ability to do the work being done by the Temporary employee. In the event a Full time or Part time employee bumps such a Temporary Employee, the Full time or Part time employee will work in the temporary position at the same rate of pay as the Temporary employee was being paid (if the Temporary employee was not being paid based on the same wage grid as the Full time or Part time employee) until either the temporary job comes to an end (in which case the Full time or Part Time Employee will be laid off) or the Full time or Part time employee is recalled to their prior position, which ever occurs first, and the employment of the Temporary Employee will be terminated.
4. "Relief Employees" are employees who work on a casual or hourly basis, or who are called into work when needed by the employer or who work on an intermittent basis such that the nature of the relationship between the Employer and the Relief employee is one where neither the Relief employee nor the Employer owe any continuing obligation to each other, except that when a Relief Employee is offered and accepts a shift, the Relief Employee has an obligation to work that shift. Relief Employees will not be covered by the provisions of the Collective Agreement which deal with Lay off and Recall, Sick Leave, Benefit Plans, Vacations and Vacation Pay, Paid Holidays, Leaves of Absence and their entitlements, if any, in respect of such matters shall be pursuant to the *Employment Standards Act*. Relief employees shall accumulate seniority in accordance with Article 14.

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5. "Student Employees" are students who are attending secondary or post secondary school or who are on a summer vacation break from secondary or post secondary school. The intent of employing such students is to provide work experience for these students and they shall not be employed if such employment would cause the lay off of any bargaining unit employee or prevent the recall of a bargaining unit employee. Student Employees will not be covered by the provisions of the Collective Agreement which deal with Seniority, Lay off and Recall, Sick Leave, Benefit Plans, Vacations and Vacation Pay, Paid Holidays, Leaves of Absence or Wages. The entitlements, if any, of students to Wages, Vacation and Vacation Pay, Sick Leave and Leaves of Absence shall be pursuant to the *Employment Standards Act*. The Employer may, at any time, terminate the employment of a Student employee by providing the Student employee with such notice and severance pay as is required under the *Employment Standards Act*; such termination will not be considered to be an unjust discharge and may not be grieved as such unless such termination was in bad faith or contrary to the Human Rights Code.

ARTICLE 4 – DISCRIMINATION

- 4.01 The Employer, the Union, and its Local agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives or members because of any Employee's membership or non-membership in the Union, or because of an Employee's activity or lack of activity in the Union.
- 4.02 The Employer, the Union, and its Local agree that there will be no discrimination against any Employee based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, political affiliation or disability contrary to the Human Rights Code. The Employer and the Union acknowledge their respective obligations to work together to provide accommodation in accordance with the Human Rights Code to employees who legitimately require such accommodation

ARTICLE 5 – UNION MEMBERSHIP

- 5.01 All employees of the John Howard Society of Niagara covered by this agreement, who are members of the Union, shall remain members in good standing of the Union according to the constitution and bylaws of the Union for the duration of this Agreement. All new employees of the John Howard Society of Niagara shall, as a condition of continued employment, become and remain members in good

standing in the Union within thirty (30) calendar days of employment with the John Howard Society.

5.02 Harassment in the Workplace

The Employer and the Union agree to adhere to a mutually agreed upon Harassment Policy attached hereto as Appendix B.

ARTICLE 6 – CHECK-OFF UNION DUES

6.01 Check off Payment

The Employer shall deduct from every employee regular union dues levied by the local Union on its members in accordance with its constitution and bylaws.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the local Union not later than the 15th day of the month following *and*, accompanied by a duplicate list of names of all employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL NEW EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check Off.

7.02 Interviewing Opportunity

On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to their local Union Steward or Representative and Health & Safety Representative. The employee and steward shall be provided 30 minutes paid time to acquaint the employee with the Union and the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the President of the Union and the Executive Director of the Agency. A copy of any correspondence or notices between the Employer or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this agreement shall be forwarded to the President of the local Union or their designate.

8.02 Union notification

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

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

It is agreed by the Union and the Employer that a Labour Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern.

Membership for each of the parties is not to number more than three (3) persons, one of whom shall be the local Union President or their designate.

The committee shall meet once every three (3) months or at the written request of either party in the event there is an emerging issue of importance that needs to be discussed.

9.02 Chairperson of the Meeting

An Employer representative and a local Union representative shall alternate being designated as Chairperson.

9.03 Minutes of meeting

Minutes of each meeting shall be prepared by the presiding Chairperson within ten (10) days of the meeting. Once approved and signed by both co-chairs, the employer shall forward a copy to the members of the committee and the President of the local Union. The employer agrees these minutes may be posted on the union bulletin boards in each work location.

ARTICLE 10 – UNION STEWARDS AND COMMITTEES

10.01 Union Stewards

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

The local Union shall supply the Employer with the names of its officers and representatives. The Employer will supply the Union with a list of its supervisory personnel with whom the Union is required to transact business. The Employer agrees to recognize three stewards. In the event there is no steward at a work location the employer shall be notified who the designated union representative for those employees is by the Unit Officer.

The Parties agree the number of stewards may be adjusted by mutual agreement as needs are identified.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit.

10.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than five (5) members of the Union, one of whom shall be the CUPE National Representative, and one of whom shall be the President of Local 1287 or their designate.

10.03 The Employer shall maintain regular straight time salary, benefits and credits for employees who are representing the Union and who are required to attend meetings under this Collective Agreement as follows:

- a) employees serving on the Employer/Employee Relations Committee for scheduled meeting time during regular working hours;
- b) an employee serving as a Steward at the complaint stage, Step 1 and Step 2 of the grievance procedure during regular working hours.

10.04 The Union recognizes that each Employee holding a Union Position within their Unit is employed to perform full/part time work for the Employer and that the employee will not leave their work during working hours to perform their duties under this Agreement. without first obtaining the permission of the employee's Supervisor, which permission shall not be withheld unjustly.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the Employer and the Union to adjust all complaints and grievances as quickly as possible.
- 11.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement
- 11.03 The parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint or grievance shall, with the presence of a Steward if desired, discuss the matter with the employee's Supervisor and/or Manager within seven (7) working days after the employee/union become aware, or should have reasonably become aware, of the circumstances giving rise to the grievance. The Supervisor and/or Manager (or the Supervisor's and/or Manager's designate) shall give their verbal answer within seven (7) working days thereafter.
- 11.04 **Settling of Grievances**

STEP 1

Any employee having a grievance which has not been settled under Section 11.03 of this Article shall present their grievance in writing to the employee's immediate Supervisor within seven (7) working days after the verbal response of the Supervisor and/or Manager but not thereafter. The grievance will set out the details of the grievance and refer to the article(s) alleged to have been violated. The immediate Supervisor shall hold a meeting with the grievor and the grievor's Union steward within seven (7) working days after receipt of the grievance and shall provide a written answer to the grievor within seven (7) working days after the meeting of the written grievance.

STEP 2

Any employee having a grievance, which has not been settled under Step 1, shall present their grievance in writing to the Executive Director within seven (7) working days after the day on which the immediate Supervisor provides their written answer under Step 1. The Executive Director or the Executive Director's designate shall hold a meeting within seven (7) working days with the grievor, who shall be accompanied by a Union Steward or a Union Representative. The Executive Director or designate shall deliver a final written response to the employee within seven (7) working days after the called meeting.

STEP 3

Failing settlement at Step 2 of the grievance procedure the Union may refer the dispute to arbitration.

Notwithstanding the provisions of the preceding section of this Article, any grievance which alleges the improper discharge or suspension of an employee shall commence at Step 2 within seven (7) working days after the employee is aware of or is notified of their discharge or suspension.

Notwithstanding the foregoing, grievances concerning discharge or suspension shall be commenced in accordance with Article 13.

11.05 Employer Grievance

Any Employer grievance shall be submitted in writing to the Union President or designate within seven (7) working days after the employer becomes aware, or should have reasonably become aware, of the circumstances giving rise to the grievance. The Union President shall provide a final written answer to the Executive Director within seven (7) working days after receipt of the grievance.

11.06 Group Grievance

In the event that a group (ie. more than one employee) is affected by a specific incident, a group grievance may be submitted at Step 2 of the Grievance Procedure within seven (7) working days after the employees became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.

11.07 Union Grievance

Where a dispute involving a question of general application or interpretation arises between the Union and the Employer, it shall be submitted at Step 2 of the Grievance Procedure within seven(7) working days after the Union becomes aware or reasonably ought to have been aware of the circumstances giving rise to the grievance.

11.08 In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

11.09 Prior to proceeding to arbitration, the parties may agree to utilize the services of a Grievance Mediation Officer. All time limits to proceed to arbitration will be suspended. If the grievance is not resolved at the Mediation meeting the time limits to proceed to arbitration will commence on the first day after the grievance mediation meeting.

The cost of a Grievance Mediation Officer's services will be jointly shared between the Union and the Employer.

ARTICLE 12 – ARBITRATION

- 12.01 It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure set forth in this agreement and which has not been settled or abandoned shall be referred to arbitration if either of the parties to this agreement presents a written notice of submission to arbitration to the other party within twenty (20) calendar days after receipt of the final written answer to the grievance.
- 12.02 (a) If the parties have failed to agree upon an arbitrator within ten (10) working days from the date on which written notice of submission to arbitration was presented, either party may request the Ontario Minister of Labour to appoint an arbitrator.
- (b) Either party may elect to have any grievance heard by a three person Board of Arbitration and if a party so elects shall name its nominee to such a Board either at the time the referral to arbitration is made or, alternatively, notice of referral is received.
- 12.03 The Arbitrator, or Board shall not have any power or authority to alter, add to, subtract from, modify, or otherwise change any of the provisions of this Agreement, or to substitute any new provision for an existing provision or to make any decision inconsistent with the provision of this Agreement.
- 12.04 The Arbitrator, or Board, shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 12.05 Each Party shall pay:
- (a) The fees and expenses of its own nominee that it appoints
- (b) One- half (1/2) of the fees and expenses of the arbitration chairperson.
- 12.06 The time limits specified in the arbitration procedure may be altered on the written agreement of the parties.
- 12.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee or employees involved and any necessary witnesses.

ARTICLE 13 – DISCHARGE / SUSPENSION / DISCIPLINE

13.01 Discharge Procedure

The Employer agrees to provide a written notice of discipline or discharge to the employee concerned and to the Union which notice will contain the reason for such discipline. Such notice shall be issued within ten (10) days after the Employer becomes aware of the events giving rise to the discipline. Notwithstanding the foregoing ten (10) day time limit, it is understood that in circumstances where an investigation must be undertaken to fully determine the fact situation the Employer shall be granted the time necessary to conduct said investigation.

- 13.02 A grievance concerning discharge or suspension of an employee who has passed their probationary period shall be commenced at Step 2 of the grievance procedure within 5 days after the employee became aware of or ought reasonably to have become aware of the employee discharge/suspension.

13.03 Discharge Suspension/Discipline

The Employer will not rely upon or refer to discipline notations or written warnings contained in employee's file in the case of written warnings or suspensions after the passage of eighteen (18) months, if there has been no intervening disciplinary action taken by the Employer.

- 13.04 Where a Supervisor/ Manager intends to impose discipline on an employee the Supervisor/ Manager shall advise the employee to contact their steward to be present for the meeting at which the discipline is imposed or shall invite a Union Representative to be present for the meeting. The unavailability of a Union Representative/steward or the employee's express choice not to involve their Union Representative/steward shall not negate any action taken by their Employer.
- 13.05 The Employer will have the opportunity to assess the suitability of any new hire or existing employee in accordance with Article 14 and the discharge of a probationary employee will be at the Employer's discretion. A probationary employee shall not be entitled to dispute their discharge through the grievance procedure, however, this shall not preclude a grievance alleging that the decision to discharge has been made arbitrarily in bad faith or contract to the Human Rights Code.

ARTICLE 14 – SENIORITY

14.01 Seniority is defined for purposes of this agreement as the length of service of any employee of the Employer computed from the date of last hire after such employee attained seniority by completing their probationary period, and shall apply only to the extent specifically provided in this agreement.

14.02 A seniority list showing the names of those employees who have completed the probationary period shall be established for employees covered by this agreement. Such seniority list shall be updated for June 30 and December 31 of each year. A copy shall be supplied to the Union at the time of initial posting and subsequent revisions.

The Employer shall maintain a seniority list showing an employee's current classification, the date upon which each employee's service commenced and years in hours of seniority, if different from employee's service date.

14.03 a) **Calculation of Seniority:**

Seniority is calculated based on the hours an employee works or would have worked during the following leave periods:

- during pregnancy/parental/adoption leave;
- during vacation leave;
- during union leave;
- during sick leave;
- during bereavement leave;
- during leave for jury duty or when an employee is subpoenaed as a court witness;
- during emergency leave or any other leave provided for under the *Employment Standards Act*.

b) 1820 hours will equal one year of seniority. However, no employee shall accumulate more than one (1) full year's seniority credit in any year regardless of the total number of hours worked.

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- c) Seniority lists will be revised for June 30 and December 31 of each year and shall be posted on a bulletin board in each office of the Employer where bargaining unit employees work or work out of. A copy of the list will also be sent to the Union. An employee's seniority, as shown on the posted Seniority list shall be deemed to be accurate if not challenged by the Employee within three (3) weeks of the date on which the list was posted. However, if the Employee is not actively at work during this period, the employee will have three (3) weeks from the date of their return to work to challenge the accuracy of the list.
 - d) Where two or more employees have the same date of hire, their priority on the list will be determined, first on the basis of which employee applied first and, in the event of a tie, on the basis of a lottery, conducted by the employer and monitored by the union.

14.04 Probation Period for Employees

- a) Newly hired full time employees shall be on probation for a period of four hundred fifty hours (450), from the date of hire. A full time employee who successfully completes their probation will be provided with a written performance appraisal at the end of the employee's probation.
 - b) Newly hired part time, temporary, and relief employees shall be on probation for the first four hundred and fifty (450) hours worked. If such employee successfully completes their probationary period, the employee will be provided with a performance review.
 - c) Notwithstanding paragraph (b) above, Temporary or Relief employees changing to permanent status in a different position shall be required to complete an additional probationary period of four hundred and fifty (450) hours worked in the new position during which time the employee shall be provided with regular performance supervision.
 - d) Notwithstanding paragraph (b) above, Temporary or Relief employees changing to permanent status in the same classification shall be required to complete an additional probationary period of two hundred and twenty-four (224) hours worked in the position during which time the employee shall be provided with regular performance supervision.
- 14.05 (a) Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Employer if the employee:
- i) Voluntarily quits their employment;
 - ii) Is discharged, and is not reinstated through the grievance procedure;

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- iii) Fails to report for work within five (5) working days after notification of recall is sent by the Employer by a receipted delivery mail system to the employee's last known address;
 - iv) Is laid off for a period in excess of twelve (12) months;
 - v) Fails to report for work upon the expiration of any leave of absence which was granted to him/her;
 - vi) Utilizes a leave of absence for a purpose other than that for which it was granted;
 - vii) Retires or is retired;
 - viii) Is absent from work in excess of three (3) consecutive working days without notifying their immediate supervisor or the Executive Director.
 - ix) refuses recall to employment.
- b) It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number. The employer shall be entitled to send any notice under this collective agreement to the employee's last known address by prepaid post. If an employee fails to keep the employer advised of their current address and/or phone number, the Employer will not be responsible for a failure of a notice to reach an employee.
- c) An employee may move to a position with the employer outside of the bargaining unit for up to a period of 24 months without losing their bargaining unit seniority.

14.06 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employees consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain theirseniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they may be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

14.07 Seniority Accrual for Temporary and Relief Staff

Temporary and Relief employees hired as per article 3.04 shall have their actual hours worked tracked and recorded on a secondary seniority list. The use of this seniority accumulation is limited to establishing an accurate seniority date for a temporary or relief employee who gets hired as a permanent employee and successfully completes their probationary period (s) as specified above. All seniority credits accumulated while in the temporary or relief position will be credited to the employee to backdate their seniority from date of hire as a permanent full time employee for the purpose of Articles 15, 16 and 20. This accumulated seniority has no application except as noted in this article.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created, the Employer shall notify the Union and employees of the vacancy by e-mail and post a written notice of the position on bulletin boards in the Employer's offices for a minimum of seven (7) working days, so that all members will know about the vacancy or new position. Employees on extended leaves shall have copies of vacancies forwarded by e-mail or regular mail to the e-mail or mailing address provided by the employee.

The Employer shall not complete the interviewing of external applicants until internal candidates have been considered. For the purpose of hiring for permanent vacancies, temporary and relief staff shall be considered internal candidates.

15.02 Information in postings

Such notices shall contain the following information:

Nature of position, location, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

The inclusion of initial location of vacancy contained on the job posting is for informational purposes only and does not otherwise affect the rights of the employer under this agreement with respect to transfers or work assignments.

15.03 Promotions, Transfers and Training

The Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the posted positions:

- a) The requirements of the posted position and the skill, ability, experience, knowledge, training:
- b) Seniority

Where the qualifications listed in paragraph (a) above are, in the judgement of the Employer, relatively equal, as between two (2) or more applicants, factor (b) will govern.

- 15.04 Written applications must be received by 4:30 p.m. of the day after the posting closes. If none of the applicants have the required skills, ability, qualifications, experience, training and ability to relate to the participant group, the Employer may fill the new job or vacancy from outside the bargaining unit.

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- 15.05 The parties agree that should a successful applicant prove to be unsatisfactory within four hundred and fifty (450) hours worked following the employee's appointment to a new classification or if the employee is unwilling to perform the duties of the new classification the employee shall be returned to their former position and former wage rate without loss of seniority within thirty (30) days of the decision the position is deemed to be unsatisfactory.
- 15.06 The terms of this Article will not apply to any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfer, temporary promotion, or temporary vacancy which is not expected to extend for more than 12 months. The employer will post notice of a temporary vacancy which is expected to exceed 9 months in order to permit employees to express an interest in gaining experience in the position for the purposes of article 3.04 3 i) b).

ARTICLE 16 – LAYOFFS AND RECALLS

- 16.01 i) In the event of a lay-off in a particular program or in the business office, the Employer will base lay-offs on seniority provided that the remaining employees have the qualifications, skills and ability to satisfactorily perform the remaining work in the program. It is understood that an employee may not displace an employee in a higher rated classification. If an employee who has been laid off from a program has the ability, qualifications, skills and experience to perform the job of the most junior employee in another program or the business office, the laid off employee is entitled to bump such junior employee.
- ii) For the purposes of this agreement, a lay off means a lay off of more than five (5) working days provided that in the event that any employee is laid off for five (5) days or less, the Employer will advise the Union of the circumstances causing the lay off at the earliest opportunity and will meet with the Union should the Union wish to discuss the matter at the earliest practical opportunity. It is understood that in any particular program or in the business office, employees who are temporarily hired from outside the bargaining unit and relief employees will be laid off before any full time or part time employees are laid off under this paragraph and, following that, more junior employees in the program or the business office will be laid off before more senior employees provided that it is understood that the remaining employees may be required to change work schedules in order to ensure continuing coverage.
- 16.02 In the event of a recall, an employee shall have the opportunity to be recalled to the employees former position or to a lower paying position in order of seniority, provided the employee is willing and has the skills, ability, qualifications, experience, training, and ability to relate to the participant group, necessary to do the work to which the employee is assigned. Any dispute regarding the aforementioned may result in a grievance.

16.03 No New Employees

No new employees will be hired where there is an employee on layoff, providing such laid off employee has:

- a) the skills, ability, qualifications, experience, training and ability to relate to the participant group to do the work to which the employee is assigned; and
- b) not lost their seniority and deemed to have quit their employment pursuant to Article 14.05

It is agreed that an employee on layoff who refuses recall to employment shall be deemed to have lost their seniority and to have terminated their employment with the Employer.

16.04 No new employee will be hired to work in a position in a program or the business office where there is an employee on layoff from the position in that program or office who has an entitlement to be recalled to such position. If there are no such employees, before hiring an outside employee to perform the work, the Employer will first endeavor to offer the position to any employee on lay off (who has not lost the right to recall) who has the skill, ability, qualifications, training and experience to perform the work of the position. Such offer will be made on a seniority basis by way of telephone call to the last phone number provided by the Employee to the Employer. An Employee who refuses an offer of a position which was not the employee's laid off position or who fails to return the Employer's phone call within 48 hours will not be deemed to have refused a recall.

ARTICLE 17 – HOURS OF WORK

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

17.02 The normal workweek for full time employees shall be seven (7) hours per day, Monday to Friday, exclusive of a daily unpaid lunch period of one (1) hour, for a total of thirty-five (35) hour per week.

17.03 All employees may be required by the employer to alter their regular hours of work, not to exceed thirty-five (35) hours per week, in order to address the needs of clients and/or the program, provided such flexible working arrangements do not interfere with the operation of the Employer.

17.04 Scheduling of daily and weekly hours of work stating lunch breaks and quitting times, in accordance with this article, is the responsibility of the immediate supervisor.

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- a) Employees working a minimum of seven (7) hours per day are permitted, one (1) fifteen (15) minute rest break in the first half of their shift and one (1) fifteen minute rest break in the second half of their shift.
 - b) Employees working less than seven (7) hours per day are permitted one (1) fifteen (15) minute rest break.
- 17.05 Employee attendance at functions outside regularly scheduled work hours is optional unless the employee is directed to participate by the Employer at which point compensatory time off will be provided to the employee on a hour for hour basis. Such compensatory time is to include reasonable travel time if travel time over and above the employee's approximate regular commuting time is required to attend the function.

ARTICLE 18 – OVERTIME

- 18.01 Overtime shall be calculated based on hours worked and shall be defined as those hours worked in excess of 35 hours per week which have been authorized by the employee's supervisor.
- 18.02 (a) Only authorized hours will be considered overtime . Overtime shall be compensated by compensatory time off on an hour for hour basis for each authorized hour worked beyond 35 hours per week and up to 44 hours, after which overtime will be compensated as compensatory time off of at a rate of 1.5 hours for each hour worked in excess of 44 hours in a week.
- (b) Compensatory time off must be approved prior to it being accumulated.
 - (c) Employees requesting compensatory time off will complete a Compensatory Time Off ("CTO") request sheet outlining the approved accumulated banked time and the proposed schedule of time off requested.
 - (d) Compensatory time off shall be taken at a time mutually agreed upon by the employee and supervisor. Such time shall be taken off as soon as possible and in any event prior to the accumulation of twenty-one (21) hours unless otherwise approved by the Employer. Compensatory time off shall, in any event, be taken within twelve months of it being earned.
- 18.03 Where the Employer requires an Employee to work additional hours beyond those which were originally scheduled on a particular day or days, the Employer shall not unilaterally reduce the number of hours of work which the Employee has been scheduled to work on another day or days during that same week in order to avoid compensating the Employee for the additional hours which the Employer

required the Employee to work on the particular day or days. It is understood that the rearrangement of an Employee's normal hours of work to deliver a program during hours which differ from the Employee's normally scheduled hours or to accommodate an Employee's request for flexible hours of work for a particular reason will not be considered to be a unilateral reduction of hours.

- 18.04 The Employer may require overtime to be worked provided that the Employer will attempt to distribute overtime opportunities equitably amongst Employees who normally perform the work; in so doing, the Employer will consider any pre-existing obligations which a particular Employee has advised the Employer of. The Employer will attempt to provide notice of overtime prior to the day on which it must be worked.
- 18.05 Where an Employee is required to attend work for any reason other than a regularly scheduled shift, the Employee shall be paid a minimum of three (3) hours pay at the Employee's regular hourly rate unless such time results in overtime in which case the applicable overtime rate shall be paid.

ARTICLE 19 – PAID HOLIDAYS

- 19.01 The days listed below will be recognized as paid holidays for eligible Full Time and Part Time Employees who have completed their probationary period. Holiday pay for eligible Full Time employees will be paid for at the Employee's regular rate of pay; holiday pay for eligible Part Time employees will be calculated in accordance with the *Employment Standards Act*.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day (effective January 1, 2010)

- 19.02 In addition to the foregoing Holidays, each employee shall have 3 floating paid days to be used as personal leave days or religious holidays which days will be scheduled at a time which is convenient to the Employer and the Employee.
- 19.03 When any of the above holidays fall on Saturday or Sunday and are not proclaimed as being observed on some other day, a day's pay or a day off in lieu thereof shall be granted by mutual agreement.

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- 19.04 (a) In order to qualify for payment for any of the holidays designated in this Article 19, the employee must work:
- (i) The full scheduled shift on the day immediately prior to and the full scheduled shift on the day immediately following the holiday unless excused by the Manager;
 - (ii) When an employee is scheduled to work on the paid holiday and does not work, they shall not be paid for the holiday unless excused by their immediate non-union supervisor;
 - (iii) It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if the employee is absent on sick leave and can provide a doctor's certificate, or on jury duty, leave of absence for Union business, vacation or bereavement leave;
 - (iv) When an Employee is required to work on a Holiday, the employee shall receive another day off with pay at a time mutually agreeable between the employee and the Employer or a day's pay in lieu thereof.
- 19.05 When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or a day's pay in lieu thereof.

ARTICLE 20 – VACATIONS

- 20.01 Upon the completion of each twelve (12) months' of employment, Regular Part Time Employees who work less than 21 hours per week and Temporary Employees shall be entitled to an unpaid vacation leave of two weeks. Regular Part Time Employees who work less than 21 hours per week and Temporary and Relief Employees will be paid vacation pay at a rate of 4%, which shall be calculated in accordance with the *Employment Standards Act* and added to their regular pay.
- 20.02 Based on a full year's service between April 1 to March 31st of the next year, Full Time Employees are eligible to earn vacation leave with pay based on years of Full Time service as follows:

1 yr– 5 years:	15 days
6 yrs– 12 years:	20 days
13 yrs –18 years:	25 days
19 yrs – 25 years	30 days.
25 + years	35 days

Regular Part Time Employees who are regularly scheduled to work 21 hours or more are eligible to earn vacation on a pro rata basis.

Employees who are hired during the vacation year, as defined above, and who have worked for less than a full year as of April 1 shall be entitled to take vacation earned on a pro rata basis up to April 1.

In the year in which an employee's completed years of service will entitle the employee to move up on the vacation schedule to the next threshold, the employee's entitlement to the increased vacation entitlement shall be pro rated for that year based on the employee's anniversary date.

20.04 Vacation Pay on Termination

If the Employee leaves the employ of the Employer, the Employee will be paid any vacation pay which has been earned but not taken. If the Employee has taken vacation with pay which has not yet been earned, the Employer will deduct from any pay which is owing to the Employee the amount of vacation pay which was not earned.

ARTICLE 21 – SICK LEAVE ALLOWANCE PROVISIONS

21.01 Sick leave means the period of time an employee is approved absent from work by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

21.02 Eligibility

- a) Employees become eligible for paid sick leave allowance following the successful completion of their probation period.
- b) Only Full Time and Part time employees are entitled to paid sick leave credits and the entitlement of Part time employees to sick leave is on a pro-rata basis, based on the number of hours regularly worked.

- 21.03
- a) Full time Employees will be entitled to up to 15 days of sick leave per year, which will be credited on April 1st of each year. Full time Employees commencing employment part way through the year shall be entitled to sick leave on a pro rata basis.
 - b) Part time Employees who are regularly scheduled to work 21 hours per week or more will be entitled to sick leave pro rata to the Full time entitlement set out in subparagraph a) based on the proportion which the number of regular hours the Part time Employee normally works weekly is of a Full time employee's work week. Part time Employees who work less than 21 hours are not entitled to sick leave.

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- c) Up to 5 unused sick days can be carried forward to the next year.
 - d) Employees may access their sick leave credits for the purposes of taking time off in the case an illness or medical emergency involving an immediate family member as defined by the Emergency Leave provisions of the *Employment Standards Act*.
 - e) There shall be no payment for accumulated sick leave to an employee at the time of resignation from, or termination of employment. No remuneration shall be granted in lieu of unpaid sick benefit.

21.04 Expiration of Sick Leave Credits

If all accumulated sick leave has expired, an employee may use accrued vacation, compensatory time off credits, or may take an unpaid medical leave. Sick leave time is not accumulated during an absence for sickness or any other absence exceeding three weeks in any given month, except as provided otherwise by statute or this Collective Agreement.

21.05 Notification of Extended Illness

It is the employee's responsibility to notify the immediate supervisor as soon as possible of any illness preventing the employee from reporting to work. If the illness continues the employee shall keep the Supervisor informed on at least a weekly basis as to when the employee may be expected to return to work.

21.06 Short Term Sick Leave

Employees not eligible for Short Term Sick Leave benefits may access the Employment Insurance Commission Short Term Disability Plan.

21.07 Long Term Disability

All Full Time employees and Regular Part Time Employees who are regularly scheduled to work 25 hours per week or more must participate in the Long Term Disability Benefit Plan. This plan will provide for Long Term Disability (LTD) benefits to commence after 17 weeks of continuous illness. The Employer will administer the Plan, it being understood that the Employer is not the insurer, but remits the premiums collected from the employees. The Employer will keep the Union advised of the identity of the Insurer and will advise the Union in the event of any change in the insurer.

21.08 Proof of Illness

- a) An Employee may be required to produce a certificate from a medical practitioner to substantiate any illness/injury to certify that the employee is unable to carry out their duties due to an illness/injury and outlining the

employee's medical restrictions. The Employer shall have the right to challenge any such certificate and the Employer shall reimburse the employee for the cost of any required medical certificates, upon submission of receipt, to satisfy such a challenge.

- b) In the event any issue arises respecting the medical restrictions of an Employee, the Employer may require the Employee to undergo, at the Employer's expense, a Functional Abilities analysis and/or be examined by a medical expert who, if possible, the parties will mutually agree, for the purpose of obtaining a medically relevant assessment which establishes the prognosis and restrictions of the Employee. It is understood that a copy of the Functional Abilities analysis or medical assessment will be disclosed to the Employer, the Union and the Employee and shall be treated confidentially by all parties, subject to any legal requirements.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 General Leaves

Except as provided in this agreement employees absent from work on unpaid leave, other than period of vacation, pregnancy and parental leave, shall not earn vacation or sick leave credits during the period of any such absence. Anniversary and seniority dates shall be adjusted accordingly.

In addition, the Employer shall not be required to contribute to the payment of any applicable employee benefits during any such absence. Employees who desire to maintain the applicable employee benefits provided herein must arrange for the payment of premiums for all such benefits and pay all such premiums through the Employer before commencing the leave.

22.02 Authorization

A leave of absence for an employee is subject to the approval of the Employer. All requests for leaves of absence shall be directed through the immediate supervisor to the Executive Director and should be requested at least two (2) weeks in advance.

22.03 Accrual of Vacation and Sick Leave Days During a Leave of Absence

An employee who takes a leave of absence exceeding three (3) weeks shall not accrue vacation or sick days during such absences. Employer paid benefit premiums shall be discontinued after two (2) months leave of absence.

22.04 Grievances

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance procedure up to but not including a referral to arbitration or thereafter.

22.05 Bereavement Leave

- a) Upon the death of a member of an employee's family, the employee will be granted a leave of absence without loss of pay to arrange and/or attend the funeral, memorial or service of an immediate family member as follows:
 - (i) Five (5) working days for a parent, spouse/partner, child, step parent or step-child of the employee.
 - (ii) Three (3) working days for a ward of the employee, brother or sister, mother or father-in-law, sister or brother-in-law, grandparent or grandchild of the employee; or a relative of the employee who is dependent on the employee for care or assistance.
- b) In recognition of the fact that circumstances which call for bereavement leave are based on individual factors the Employer, on request, may grant additional bereavement leave without pay.
- c) If during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under this Article, they shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

22.06 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon approval of the Employer subject to operational requirements, to a maximum of two (2) employees away from each location at any one time elected or appointed to represent the Union at Union functions. Leave of absence without pay shall be granted to employees by the Employer to attend executive and committee meetings of C.U.P.E., it's affiliated or chartered bodies. Such approval shall not be unreasonably withheld.

22.07 Union Positions

When an employee is elected to a full-time or part-time Union position, the employee shall automatically be granted a leave of absence with seniority accrual for the length of the term in office not to exceed 36 months.

22.08 Pregnancy/Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with and subject to the requirements relating thereto and as defined in the *Employment Standards Act* of Ontario.

22.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or court witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to serve as a court witness in any matter arising out of the Employee's employment shall be considered as time worked at the appropriate rate of pay.

22.10 Emergency Leave

For the purposes of clarity, it is understood that paid leave taken by an Employee upon the death of an immediate family member as specified in article 22.05 and paid leave taken under Article 21 (sick leave or emergency leave) will not be counted towards the Employee's entitlement to Emergency Leave days under the *Employment Standards Act*. Unpaid leaves taken under Articles 21 or 22.05 shall be granted and counted against the employee's entitlement to Emergency Leave days under the *Employment Standards Act*. This article is not intended to be inconsistent with the *Employment Standards Act*.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

- 23.01 The Wage Grid for each classification shall be set out in Appendix "A". Salary for Part time Employees shall be prorated based on their regular hours of work. All increases received by employees under this Collective Agreement are to the credit of Pay Equity.
- 23.02 The Anniversary Date for the purpose of movement on the wage grid for Full Time employees who have completed 12 months or more of Full Time service prior to July 1, 2004 will be July 1. The Anniversary Date for the purpose of movement on the wage grid for all Full Time Employees who commenced employment after July 1, 2004 shall be the 16th of the month in which they were hired as Full time employees.

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- 23.03 Subject to satisfactory performance and provided they have worked in their position for a period of twelve (12) months since being hired or since the last Wage Step increment was applied, each Full time employee shall receive a Wage Step increase on their anniversary date until they reach the top step on the wage grid for their classification.
- 23.04 Subject to satisfactory performance upon accumulating 1820 hours since receiving a preceding increase each part time employee will receive one Wage Step increment until they reach the top step on the wage grid for their classification.
- 23.05 Subject to satisfactory performance upon accumulating 1820 hours since receiving a preceding increase each Relief employee will receive one Wage Step increment until they reach the top step on the wage grid for their classification.
- 23.06 Temporary employees shall not receive any wage step increments.
- 23.07 Where a Part time employee becomes a Full time employee, the Employee's anniversary date for the purpose of movement on the wage grid shall be the 16th day of the month which is determined, for Seniority List purposes, to be the month of the Seniority date of the Employee. The anniversary date for employees moving to a different classification will be the 16th of the month in which they started that position.
- 23.08 Where an Employee is temporarily required to perform the duties of a differently rated position, which is paid at a higher rate, the Employee will be paid at the higher rate after the Employee has performed the duties of the higher rated position for 1 full day or more.

23.09 Association Fees:

Where the Employer requires an Employee to be part of a professional association in order to perform their job, the Employer shall pay the annual fees for membership in the association.

ARTICLE 24 – RESTRICTIONS ON CONTRACTING OUT

- 24.01 The Employer shall not contract out work performed by any employee or employees in the bargaining unit if the contracting out of that work would result in the lay off of such employees.

ARTICLE 25 – NO STRIKES, NO LOCK OUTS

25.01 During the term of this agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts. It is agreed that the definition of “strike” or “lock-out” shall be in accordance with the provisions of the *Ontario Labour Relations Act*.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Employer and the Union shall comply with the Occupational Health and Safety Act in establishing and maintaining a Joint Occupational Health and Safety Committee. The Employer and the Union will ensure that a safe work environment is provided for the employees.

26.02 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee’s regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.03 All accidents must be reported and the procedures as set out under Health and Safety must be followed.

26.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital as a result of an accident shall be at the expense of the Employer.

ARTICLE 27 – EMPLOYEE BENEFIT PLANS

27.01 It is understood that benefits such as vacation with pay, contributions by the Employer towards premium payments for group insurance benefits, and RRSP contributions form part of the remuneration package which is earned by the Employee through the provision of services by the Employee. Subject to the requirements of the *Employment Standards Act*, an Employee who is absent from work on an unpaid leave longer than two (2) months will not continue to earn benefits excepting only that in the case of an absence due to a work related injury, an employee will be deemed to continue to earn benefits for up to twelve (12) months, but not thereafter unless the Employee returns to active work. However the Employee’s continued coverage under any group insurance benefit plan is conditional upon the Employee continuing to pay their share of the premiums for such coverage. Should an Employee on unpaid leave wish to

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- continue group insurance coverage, they may make arrangements to pay the premium costs to the Employer, provided that such payments must be in advance and provided that any continued coverage is subject to the provisions of any of the benefits plans. It is understood that an employee in receipt of LTD benefits is not considered to be on a paid leave.
- 27.02 It is understood that the Employer has no liability or responsibility as insurer in connection with any insured benefits provided under this Collective Agreement and that the Employer's only responsibility is to pay premiums for insurance benefit coverage in accordance with the Collective Agreement.
- 27.03 Only Full time Employees and Regular Part Time Employees who are normally scheduled to work 24 or more hours per week are permitted to participate in group insurance benefits.
- 27.04 The Employer will continue to make available coverage for Full time employees under the group insurance plans currently in place or replacement group insurance plans which provide equivalent coverage. In the event the Employer changes insurers, the Employer will advise the Union.
- 27.05 The premiums for coverage of Full time employees under the group insurance plans shall be as follows:
- a) Extended Health and Dental: 70% Employer paid and 30% Employee paid;
 - b) Accidental Death and Dismemberment: 100% Employee paid
 - c) Long Term Disability: 75% Employer paid and 25% Employee paid.
- 27.06 The Employer will contribute 5% of the base salary earned by the Full time employees into their RRSP's, commencing on the one year anniversary date for the employee. Contributions will be made quarterly to the financial institution of the employee's choice based on the base salary earned by the Employee in the immediately preceding quarter.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards

The Employer shall provide bulletin boards, which the Union shall have the right to post notices of interest to employees.

- 28.02 Employees shall have the right to have access to and review their personnel file upon providing the Employer with twenty-four (24) hours written notice.

28.03 Plural or Feminine Terms

The parties agree to change all references to “his/her” to “employee or “employees” as necessary but the language shall remain the same in 28.03 to ensure no errors or unintended results occur.

28.04 Education and Tuition Allowance

- a) The Employer shall provide up to \$500.00 per calendar year for the cost of college or university course tuition, books and course material. To qualify for reimbursement the employee must receive prior approval for the course, provide receipts for such tuition, books and materials, and provide proof of successful course completion.
- b) If the Employer requires an employee to obtain a particular course or courses as part of that person’s training and development plan, then the Employer will bear the full cost of such course(s).
- c) Professional development requests to attend events such as conferences, training or seminars may be approved by the Employer at its discretion. In addition to registration fees, the Employer will reimburse an employee attending a conference, training, or seminar for hotel accommodations (if pre-approved), mileage and meals in accordance with the Employer’s policies.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall end on June 30, 2011. This Agreement shall continue from year to year thereafter unless either party gives notice of its intention to negotiate revisions to the Agreement. Such notice shall be given to the other party in writing not more than ninety (90) days prior to date of expiration

Signed at St. Catharines, Ontario this _____ day of _____, 2008.

FOR THE JOHN HOWARD SOCIETY OF NIAGARA

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1287**

_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A - WAGES

EXISTING RATES AT JUNE 30, 2007	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Category 4 Attendance Center Counsellor Bail Counsellor Volunteer Program Co-ordinator CSO Counsellor Facilitators	\$37,588.00	\$38,874.00	\$40,161.00	\$41,450.00	\$42,737.00
Category 3 Employment Counsellor Job Developer Intermittent Supervisor Financial Assistant Diversion Program Counsellor	\$35,013.00	\$36,301.00	\$37,588.00	\$38,874.00	\$40,161.00
Category 2 Lottery Co-ordinator Receptionist/Support Program Assistant (Job Gym) Receptionist (Fort Erie Job Gym) Program Assistant (Job Finding Club)	\$26,260.00	\$27,548.00	\$28,833.00	\$30,122.00	\$31,409.00
YEAR 1 - JULY 1, 2007 – JUNE 30, 2008 3.00%	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Category 4 Attendance Center Counsellor Bail Counsellor Volunteer Program Co-ordinator CSO Counsellor Facilitators	\$38,715.64	\$40,040.22	\$41,365.83	\$42,693.50	\$44,019.11
Category 3 Employment Counsellor Job Developer Intermittent Supervisor Financial Assistant Diversion Program Counsellor	\$36,063.39	\$37,390.03	\$38,715.64	\$40,040.22	\$41,365.83
Category 2 Lottery Co-ordinator Receptionist/Support Program Assistant (Job Gym) Receptionist (Fort Erie Job Gym) Program Assistant (Job Finding Club)	\$27,047.80	\$28,374.44	\$29,697.99	\$31,025.66	\$32,351.27

YEAR 2 - JULY 1, 2008 – JUNE 30, 2009 3.00%	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Category 4 Attendance Center Counsellor Bail Counsellor Volunteer Program Co-ordinator CSO Counsellor Facilitators	\$39,877.11	\$41,241.43	\$42,606.80	\$43,974.31	\$45,339.68
Category 3 Employment Counsellor Job Developer Intermittent Supervisor Financial Assistant Diversion Program Counsellor	\$37,145.29	\$38,511.73	\$39,877.11	\$41,241.43	\$42,606.80
Category 2 Lottery Co-ordinator Receptionist/Support Program Assistant (Job Gym) Receptionist (Fort Erie Job Gym) Program Assistant (Job Finding Club)	\$27,859.23	\$29,225.67	\$30,588.93	\$31,956.43	\$33,321.81
YEAR 3 - JULY 1, 2009 – JUNE 30, 2010 2.50%	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Category 4 Attendance Center Counsellor Bail Counsellor Volunteer Program Co-ordinator CSO Counsellor Facilitators	\$40,874.04	\$42,272.46	\$43,671.98	\$45,073.66	\$46,473.18
Category 3 Employment Counsellor Job Developer Intermittent Supervisor Financial Assistant Diversion Program Counsellor	\$38,073.92	\$39,474.52	\$40,874.04	\$42,272.46	\$43,671.98
Category 2 Lottery Co-ordinator Receptionist/Support Program Assistant (Job Gym) Receptionist (Fort Erie Job Gym) Program Assistant (Job Finding Club)	\$28,555.71	\$29,956.32	\$31,353.65	\$32,755.34	\$34,154.85

YEAR 4 - JULY 1, 2010 – JUNE 30, 2011 2.50%	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Category 4 Attendance Center Counsellor Bail Counsellor Volunteer Program Co-ordinator CSO Counsellor Facilitators	\$41,895.89	\$43,329.27	\$44,763.77	\$46,200.50	\$47,635.00
Category 3 Employment Counsellor Job Developer Intermittent Supervisor Financial Assistant Diversion Program Counsellor	\$39,025.77	\$40,461.39	\$41,895.89	\$43,329.27	\$44,763.77
Category 2 Lottery Co-ordinator Receptionist/Support Program Assistant (Job Gym) Receptionist (Fort Erie Job Gym) Program Assistant (Job Finding Club)	\$29,269.61	\$30,705.22	\$32,137.49	33,574.22	35,008.72

APPENDIX B

HARASSMENT IN THE WORKPLACE – GENERAL POLICY

POLICY STATEMENT

It is the policy of the John Howard Society of Niagara to prevent and resolve any employment-related incidents of harassment. Every reasonable effort shall be made to ensure that no employee is subjected to any form of harassment. The John Howard Society of Niagara also endorses the concept that all employees have the right to be treated fairly in the workplace in a respectful work environment totally free of harassment.

Furthermore, every employee shall have the right to claim and enforce their rights under this policy or other policies of the John Howard Society of Niagara and to refuse to infringe a right of another person under this policy or other policies of the John Howard Society of Niagara without reprisal or threat of reprisal for doing so.

1. DEFINITION

i) Harassment

Any behaviour that demeans, embarrasses, humiliates or threatens a person and that is known or would be expected to be unwelcome is considered harassment under this policy. Harassment may include the use of inappropriate language or gestures, intimidation, abuse of authority or other inappropriate or aggressive behaviour. It is understood that legitimate supervision and performance management is not considered harassment.

ii) Personal Harassment

Harassment which is directed to the employee on personal grounds which include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including gender); sexual orientation, age, record of offences, marital status, same-sex partnership status, family status and disability.

iii) Sexual Harassment

Sexual harassment may be direct, as in the exploitation of a power position to gain sexual favours, or indirect – as in the use of negative or *derogatory* comments based on particular gender or sexual orientation. It has many forms including but not limited to:

- (a) Intermittent or persistent unwanted sexual attention by a person who knows or who ought to know that such attention is unwanted;

- (b) Threats or promises by word or action, which exploit a power relationship in order to obtain sexual favours;
 - (c) Being made the brunt of sexual innuendo, jokes, comments on one's body, clothing or sexual orientation;
 - (d) Sexual or gender-oriented commentary that has the effect of creating an intimidating, hostile, offensive work environment;
 - (e) Pin-ups, cartoons or objects of a sexual nature;
 - (f) Physical and/or sexual assault.
- iv) Bullying and Violence
Refer to John Howard Society of Niagara's Violence in the Workplace Policy.

2. RESPONSIBILITY

All employees are responsible to treat each other with respect and tolerance of their differences. No employee may harass another.

It is the primary responsibility of all levels of management, particularly immediate supervisors, to take steps to ensure a harassment free workplace. If it does come to the attention of a supervisor that harassment has occurred, the supervisor will take immediate steps to initiate an investigation of harassment (which, in the Employer's discretion may be conducted by someone other than the supervisor.) The Employer will take every reasonable step to resolve the complaint of harassment.

Where an employee ("complainant") is subjected to harassment, the employee should, if reasonably possible, advise the employee who is the source of the harassment (ie "the respondent") immediately that the conduct, which the complainant finds to be harassing is unwanted and or makes the complainant feel uncomfortable. The complainant should also immediately report the incident to their supervisor or Human Resources. Should the supervisor be the respondent, the employee should contact a Manager. Complaints may also be made to a union official or union representative, who, if requested by the complainant, may be in attendance when the complainant makes their disapproval and/or unease known to the respondent. In such an event, the Union official or union representative will ensure that the Employer has been advised of the incident.

It is understood that there may be situations where the complainant may feel unable to confront the respondent, in which case the complainant should report the situation immediately to the supervisor or human resources.

3. IMPLEMENTATION

Complaints shall be conscientiously investigated and will be processed in a confidential manner to the extent which procedural fairness and the legal obligations of the Employer permit. It must be understood, therefore, that while the Employer will make every reasonable effort to ensure confidentiality, that no guarantee of confidentiality can be provided to any person in connection with any possible human rights violation.

It should be noted that protection against harassment in the workplace includes harassment which occurs either at or away from the usual workplace, during or outside normal working hours, provided the acts arise from the employment relationship or interfere in the employment relationship.

PROCEDURE GUIDELINES

4. ROLE OF SUPERVISOR

Supervisors (at all levels) shall:

Ensure that the right of freedom from harassment for all employees is respected;

- (a) Ensure employees are fully aware of the policy;
- (b) Make every effort to prevent any form of behaviour which may be construed as harassment;
- (c) Investigate promptly and take the appropriate corrective action should they become aware of such behaviour;
- (d) Recommend the imposition of preventive and corrective measures upon the offenders in accordance with the seriousness of the misconduct and the applicable disciplinary policy;
- (e) Cooperate in the investigation and in the implementation of any remedial action undertaken by the employer.

5. ROLE OF COMPLAINANT

- (a) If feasible, notify the respondent that the behaviour is considered to be vexatious and unwanted and will not be tolerated;
- (b) Keep a written record of:
 - (i) dates
 - (ii) times
 - (iii) places
 - (iv) nature of behaviour
 - (v) witnesses, if any;
- (c) If the offensive behaviour continues, the complainant should contact their supervisor, or other person, as appropriate;

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- (d) If the offensive behaviour continues despite the intervention of the complainant's supervisor, the complainant should contact the appropriate Employer representative if the offensive action continues;
 - (e) If covered by a collective agreement, the Complainant and Respondent may seek assistance from a Union Representative.
 - (f) At any point the Complainant is free to choose to pursue a complaint with the Ontario Human Rights Commission.

6. INVESTIGATION PROCESS

Steps in the investigation of a complaint will normally include the following procedure:

- (a) Interview the complainant;
- (b) Interview the respondent;
- (c) Interview any witnesses;
- (d) Document the situation accurately and completely;
- (e) Decide if the complainant has grounds;
- (f) Follow the most appropriate process to resolve the complaint which may include one or more of the following measures:
 - (i) meeting with one or both of the complainant and the respondent to attempt to conciliate and arrive at a solution to the problem;
 - (ii) review the complaint with the next level of supervisors;
 - (iii) follow up to ensure corrective action is taken;
 - (iv) prepare a summary report upon completion of the investigation.

EXCERPTS FROM ONTARIO HUMAN RIGHT CODE

Harassment in Employment

“Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap.”

Harassment Because of Sex in Workplaces

“Every person who is an employee has a right to freedom from harassment in the workplace because of sex by the employee’s employer or agent of the employer or by another employee.”

Sexual Solicitation by a Person In Position to Confer Benefit, Etc.

“Every person has a right to be free from;

- (a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

Reprisals

“Every employee has a right to claim and enforce their right under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing.”

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Niagara

And

**Canadian Union of Public Employees
And its Local 1287**

Re: Mileage Rates

The parties agree that during the term of the collective agreement, mileage rates for the purpose of the collective agreement shall be calculated as follows:

1. Adjusted Rate Per Kilometre = \$0.40 per km x current fuel price/base fuel price.
2. The base fuel price will be the fuel price of regular fuel at the closest gas station to the St. Catharines office on the date that the collective agreement is ratified by both parties.
3. For the remainder of the month in which the collective agreement effective is ratified, the mileage rate shall be \$0.40 per kilometer.
4. On the last Thursday at noon (12:00 pm) of each month the current fuel price shall be verified by both parties at the selected station.
5. The adjusted mileage rate shall apply for all travel incurred from the 1st day to the last day of the subsequent month.
6. The adjusted mileage rate shall not exceed a maximum of \$0.50 per km for the duration of this collective agreement.

The parties further agree that in the event that either party is unsatisfied with the above method of calculating mileage rates that party may provide the other party with written notification that this Letter of Understanding shall be terminated on June 30, 2011. In the event that such notice is provided, the mileage rate shall be set at the rate in effect for June 2011 and shall remain in effect until a new rate is negotiated.

Signed at St. Catharines, Ontario this _____ day of _____, 2008

FOR THE JOHN HOWARD SOCIETY OF NIAGARA

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1287**

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Niagara

And

**Canadian Union of Public Employees
And its Local 1287**

Re: Satisfactory Performance

In the event that the Employer determines an employee is not eligible for a step increase under Article 23, the employee shall have recourse to raise this decision with the Labour Management Committee. The supervisor involved shall also attend such meeting. During such meeting, a detailed explanation of deficiencies, expectation and a course of remedial action shall be discussed.

Signed at St. Catharines, Ontario this _____ day of _____, 2008

FOR THE JOHN HOWARD SOCIETY OF NIAGARA

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1287**

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Niagara

And

**Canadian Union of Public Employees
And its Local 1287**

Re: Pay Equity

The parties agree to cooperate and continue to work together towards the implementation of pay equity and that the Employer shall meet its pay equity obligations. To that end, the parties, through their respective representatives, shall begin meeting within ninety (90) days of ratification (unless mutually agreed otherwise) with the goal of resolving any differences between the parties regarding pay equity during the term of this agreement. The parties agree to establish January 1, 2009 as the effective date for retroactivity matters arising from the pay equity process.

Signed at St. Catharines, Ontario this _____ day of _____, 2008

FOR THE JOHN HOWARD SOCIETY OF NIAGARA

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1287**

