

COLLECTIVE AGREEMENT

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 5209
(herein called the "Union")**

and

We build strong kids...
strong families...
strong communities.



Dévoué au mieux-être
des enfants... des familles...
des communautés

YMCA-YWCA

**YMCA YWCA of
The National Capital Region
(herein called the "Employer")**

March 2017 to June 30 2020

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - MAINTAINING AN ENVIRONMENT OF RESPECT	4
ARTICLE 4 - STRIKES AND LOCK-OUTS	6
ARTICLE 5 - LABOUR-MANAGEMENT COMMITTEE	6
ARTICLE 6 - UNION SECURITY	7
ARTICLE 7 - UNION - MANAGEMENT RELATIONS	9
ARTICLE 9 - ARBITRATION	12
ARTICLE 13 - LAY OFFS AND RECALLS	20
ARTICLE 14 - HOURS OF WORK	22
ARTICLE 15 - OVERTIME.....	25
ARTICLE 16 - HEALTH AND SAFETY	26
ARTICLE 17 - HOLIDAYS.....	26
ARTICLE 18 - VACATIONS.....	28
ARTICLE 19 - SICK LEAVE	31
ARTICLE 20 - LEAVES OF ABSENCE	32
ARTICLE 22 - EMPLOYEE BENEFITS.....	36
ARTICLE 24 - WAGES	37
ARTICLE 25 - DURATION	38
SCHEDULE "A".....	40

PREAMBLE

It is the desire of both parties of this agreement:

To maintain and improve the relation of employment between the Employer and the Union.

To provide ongoing means of communication between the Union and the Employer

It is recognized that Employees wish to work together with the Employer to secure the best possible care and service for clients and to encourage efficiency in all operations.

To promote the moral, well-being and security of all employees in the bargaining unit of the Union.

Both parties agree to act in a fair and reasonable manner.

Wherever the singular or feminine is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so requires.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all Housing Support Office, Housing Front Desk Staff, Second Stage Youth Housing and TRY Program employees employed at the National Capital Region YMCA-YWCA in the City of Ottawa, ON, save and except Maintenance, housekeeping and cleaning staff, trades and dietary staff, supervisors and persons above the rank of supervisor and any person already represented by a trade union.

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

1.03 Work of the Bargaining Unit and Contracting-Out

a) Save and except for the immediate supervisors of each housing program, persons not in the bargaining unit shall not normally do the work which is done by the workers in the bargaining unit, except for the purpose of instruction, training, or on emergencies when regular staff are not available.

b) No employees in the bargaining unit shall be laid off as a result of the Employer contracting out any of its work or services.

1.04 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the employer in order to deal with any matters arising out of this Collective Agreement.

1.05 Definitions

For the purpose of this agreement, the following items will be defined as follows:

a) Definition of Employees

- i. Full-time Employee is any Bargaining Unit member who is regularly scheduled to work forty (40) hours a week.

- ii. Regular Part-time Employee is any Bargaining Unit member who makes a commitment to the Employer to be available and is scheduled to work regular shift(s), less than forty (40) hours a week. Regular part-time are also able to pick up hours that become available due to holidays, illness, vacation, and program needs.
 - iii) Casual Employee is any Bargaining Unit member who is employed on a relief or a replacement basis and is available for call-ins as circumstances demand.
- b) Child shall be used to designate the child for whom the employee acts as a parent or legal guardian.
 - c) Immediate family shall be used to designate the parents, spouse, same sex partner, brothers, sisters, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or a relative of the employee who is dependent on the employee for care or assistance.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges that the management of the Employer and the direction of the working forces are vested exclusively with the Employer, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees. The employer agrees to notify the Local, in writing, of all rules and regulations, or of alterations thereto, and post notice thereof;
- b) To classify and determine the content of each job for the most productive service, employ new personnel, select for new or vacant positions, transfer, suspend or otherwise discipline or dismiss for just cause;
- c) To determine the kinds of services to be performed; the location of administrative functions and services, and the allocation of personnel and resources;

- d) To continue its present practice of using volunteers and students in the delivery of direct services for specific task(s) that would not take away a position from an employee;

2.02 The employer recognizes that the rights described in this Article shall be exercised in a manner consistent with the provisions of this Agreement.

2.03 The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

2.04 The Employer will ensure that equal job opportunities exist and that there is no discrimination in employment with respect to areas protected under the Human Rights Code (see Article 3).

ARTICLE 3 - MAINTAINING AN ENVIRONMENT OF RESPECT

3.01

- a) The Employer is committed to providing and maintaining a work environment in which all employees are treated with respect and dignity, and in a manner free from any type of harassment or discrimination.
- b) The Employer and the Union agree not to interfere with the rights of Employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer or the Union, against any employee because of membership or non-membership in the Union, or against any Union Representative because of Union activity within the provisions of this Collective Agreement.
- c) The Employer and the Union agree that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of; race, ancestry, colour, creed (religion), age, sex, record of offences, marital status (including same-sex partners), sexual orientation, family status (including pregnancy), gender identity and gender expression, disability, citizenship, ethnic origin, place of origin, in accordance with the Corporate Policy, the Ontario *Human Rights Code* and the *Occupational Health and Safety Act*.
- d) Workplace harassment and discrimination will not be tolerated from any person in the workplace. All employees must be dedicated to preventing harassment.

3.02 The parties agree that, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered

by this Agreement.

3.03 Harassment defined

Harassment is engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought to reasonably be known to be unwelcome.

Harassment may consist of one incident or a series of incidents in which an employee receives attention of such a nature that could be considered to be offensive, intimidating, hostile or creating or contributing to a poisoned work environment.

3.04 Sexual Harassment

Sexual Harassment is bullying or coercion of a sexual nature or the promise of rewards in exchange for sexual favours. It encompasses all comments and behaviour related to gender, which are offensive. Unwanted compliments on appearance as well as insults, persistent discussion of sexual matters, and sexually oriented comments about others constitute sexual harassment. Sexual harassment is behaviour that can undermine the employee health, job performance, workplace relationship or endangers an employee's status or potential. Sexual harassment shall include, but is not be limited to:

- a) Unnecessary touching or patting;
- b) Suggestive remarks or other verbal abuse;
- c) Leering at a person's body;
- d) Inappropriate display of sexual pictures or materials;
- e) Compromising invitations;
- f) Demands for sexual favors;
- g) Sexual assault (as defined by the Criminal Code).

Harassment may also relate to a form of discrimination as set out in the Human Rights Code.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

3.05 Violence

The Employer will not tolerate any type of violence in the workplace and views such actions very seriously and will make every reasonable effort to identify and mitigate all potential hazards and risks relating to workplace violence.

Acts of violence against employees, visitors, members, guests, or other individuals on anyone on our property will not be tolerated. Acts of violence would lead to disciplinary actions up to and including termination of employment and the involvement of appropriate law enforcement as needed.

3.06 Workplace Violence Defined

Workplace violence is:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) A statement or behaviour where it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker

ARTICLE 4 – STRIKES AND LOCK-OUTS

There shall be no strike or lockout so long as the collective agreement continues to operate. The terms "strike" and the term "lock-out" shall have the meaning as set forth in the Labour Relations Act for Ontario.

ARTICLE 5 – LABOUR-MANAGEMENT COMMITTEE

5.01 The parties agree to the formation of a joint Labour Management Committee to discuss issues of mutual interest and to share information. The Committee will be composed of three (3) management representatives and three (3) employee representatives.

- a) The agenda shall be set by mutual agreement.
- b) The parties shall schedule at a mutually agreeable time.
- c) The meeting may be canceled upon reasonable notice by either party.

- d) It is understood and agreed that the committee will not discuss any grievances nor will any discussion prejudice the grievance procedure.
- e) In the event the parties are unable to agree on a disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons for the dispute.
- f) Minutes of the Labour Management Committee meeting shall be recorded on a rotating basis and copies of the committee minutes shall be distributed to each member of the committee with a copy sent to the Recording Secretary of the Union.
- g) The position of Chairperson shall rotate every meeting.

ARTICLE 6 - UNION SECURITY

6.01 Union Security

All employees of the Employer after the commencement of employment, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers, job status, earnings and dues deducted, of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. An electronic copy of this list shall also be forwarded to the Secretary of the Local Union.

6.03 Potential and New Employees

The Employer agrees to acquaint potential and new employees with the fact that this Agreement is in effect, and inform them of the conditions of employment set out in the articles dealing with Union Responsibility, Union Security and Dues Check-Off.

6.04 Every new employee shall be given an opportunity to meet with a

representative of the Union for twenty (20) minutes during the first two (2) weeks of employment for the purpose of acquainting a new employee with the benefits and duties of the union membership.

The Union will provide the employer with a copy of materials used in such session and will not disparage the employer during the presentation.

6.05 Employer Liability

The Union and its members agree to indemnify and save harmless the Employer with respect to any liability, which the Employer might incur as a result of deductions and remittances. If an error is made in the amount of deductions and remittances; the YMCA shall expeditiously rectify the error.

6.06 Notification of new hires

The Union shall be notified via e-mail, of the full name, position and employment status (full-time, part-time, and casual), start date and work location of all employees hired into the bargaining unit within five (5) days of their first day of employment.

6.07 Staff Meetings

Staff meetings will be done on the employer's time. Employees not at work required to attend the employers meeting will be paid a minimum of two (2) hours to attend the meeting.

6.08 Union Meeting on premises

The Employer will permit the use of its premises for the purposes of Union meetings based on booking availability and with priority going to external paid bookings.

6.09 Work Site Access

The Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. The Employer shall be notified of such meeting twenty-four (24) hours prior to the meeting.

6.10 T4 Slips

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

ARTICLE 7 - UNION – MANAGEMENT RELATIONS

7.01 Representation

Upon request, the Union will supply to the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Officers and Committee Members

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, including, but not limited to, , attendance at meetings with the Employer, participation in negotiations(up to a maximum of 2 employees for a maximum of 40 hours paid per employee.) Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld-

7.03

a) Correspondence Union and Management

All correspondence between the parties, arising out of this Agreement shall pass to and from the Employer's Senior Director responsible for housing or designate, and the Local Union President or designate.

b) Correspondence Employees and Employer

All correspondence for all the bargaining unit employees such as requests, notices, job postings, memos, training and staff changes will be communicated by electronic mail via the Y Portal.

The Union will select representatives and will sent to the Employer written notification of the names of these representatives. The Union will informed the Employer of any subsequent changes, including any representatives added or withdrawn, as set forth in the Union's Constitution.

7.04 Negotiating Committee

"The Employer acknowledges the right of the Union to appoint or otherwise select up to (3) three employees to form the Negotiating Committee. The Union will advise the Employer in writing of the Union

nominees to the Committee. The Employer will recognize such Committee provided the Employees on it have completed their probationary period under this Agreement.”

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCESS

8.01 Recognition of Union representatives

The Employer will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify the employer in writing in advance of the names of its representatives.

8.02 Meeting between Management and the Union

When meetings are held between Union representatives and the employer, the employer will make every effort to schedule such meetings in their entirety during their regular working hours. When the meeting takes place during the employee’s regular working hours, time spent attending the meeting shall be consider time worked and the members shall suffer no loss of pay. When the meeting takes place outside the employee’s regular working hours, the time spent attending the meetings will be unpaid.

8.03 Permission to Leave Work

The Employer agrees that the grievor and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The grievor and Union Representative shall request advanced permission of their supervisor(s). Such permission shall not be unreasonably withheld. Neither the grievor nor Union Representative shall suffer any loss of pay for the time so spent.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.05 Settling of Grievance

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

8.06 Early Resolution

If an employee has a complaint she wishes to bring to the attention of the Employer, she will first take the matter up with her immediate supervisor. The employee may do this alone or she may request her union representative to accompany her.

8.07 Step 1

If the reply of the supervisor is not satisfactory to the employee concerned, the complaint will be stated in writing as a grievance and within ten (10) days after the supervisor's reply, will be forwarded by the employee or union representative to the Senior Director of Housing Services or her designate. Within a further ten (10) days the Senior Director of Housing Services or her designate will meet the Union representatives to discuss the grievance. A written reply to the grievance will be given within ten (10) days after this meeting has been held.

8.08 Step 2

Failing satisfactory settlement being reached in Step 1, the union representative will, within ten (10) days of receipt of the decision under Step 1, submit the grievance to the Vice President responsible for the YMCA-YWCA's Housing Services, or her designate. A meeting may be arranged to discuss the grievance, if requested, by either party. The Vice President, or her designate, shall render her decision within ten (10) days, from the date the grievance was submitted under Step 2, or within ten (10) days from the date of the meeting held to discuss the grievance at Step 2.

8.09 Mediation

By mutual consent, the parties may agree to use the services of a Mediator. The parties agree to equally share the costs of the mediation.

8.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.11 Definition of Working Days

"Day" as used in the Grievance and Arbitration procedure shall mean any business day other than Saturday, Sunday or a recognized holiday.

8.12 MAY OMIT GRIEVANCE STEPS

Grievances related to a discharge shall be filed at Step (2) two of the grievance procedure.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration.

A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 9.08. The party electing arbitration shall submit the name of at least (three) 3 arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days after notice of intent has been received, the Minister of Labour will be requested to appoint an arbitrator.

9.02 Payment for Arbitration

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.03 Powers of the Arbitrator

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement.

9.04 Decision of Arbitrator

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

9.05 Time limits

Unless the parties mutually agree to extend the time-limits under this section:

- a) in the event that the initiator of a grievance fails to follow the procedures and time-limits specified in this section, the grievance is

deemed to be forfeited and abandoned.

- b) if a party refuses or neglects to answer a grievance within the stipulated time- limits of the grievance procedure, the other party may commence arbitration proceedings.

ARTICLE 10 SUSPENSION, DISCIPLINE AND DISCHARGE

10.01

- a) The authority to suspend, discharge or otherwise discipline an employee, rests with Management. An employee who has completed her probationary period may be disciplined, suspended or discharged, but only for just cause.
- b) In the cases of discharge or discipline, the burden of proof of just cause shall rest with the employer.
- c) **Right to have Union representative present**

An employee shall have the right to have her Union representative present at any discussion with supervisory personnel, which the employer believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union representative present at the interview. A Union representative or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

10.02 Investigation

When disciplinary action is contemplated, the employee may be held out of service for scheduled shifts with pay, in order for a thorough investigation to be conducted.

10.03 Clearing the File

Disciplinary letters shall be removed from an employee's file after eighteen (18) months providing there has been no further disciplinary action. Disciplinary action related to workplace violence/ or harassment shall be removed from an employee's file after five (5) years providing there has been no further disciplinary action.

10.04 Discipline Notices

When an employee is discipline, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 Progressive Discipline

Formal discipline, in accordance with the principle of progressive discipline, may take the form of a verbal warning, a written warning, a suspension, or a termination.

Notwithstanding the above, depending on the nature or severity of the conduct any of these steps may be skipped.

10.06 Personnel File

a) Access to File

An employee shall have the right during normal business hours of the administration office to have access to a copy of and review her personnel file. An employee shall have the right to respond in writing to any document contained therein. Such reply will remain until such time as the disciplinary notice it relates to is removed from the file.

The employee is entitled to make copies of any document on the file.

b) Contents

Employees may submit to the employer items such as certification of training, or diploma related to the workplace, courses, workshops and letters of commendation to be added to their file at any time.

c) Confidentiality

Personal records will be kept confidential except as required by law or under the provisions of this agreement. Any employee that would like a verbal or written reference shall provide written signed consent.

10.07 Performance Appraisals

Employees shall receive a copy of their performance appraisals when they are conducted by management. An employee has the right to indicate her disagreement with her performance appraisal, which shall be attached to the performance appraisal.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority shall be on a Bargaining Unit wide basis and shall mean total length of service in the Bargaining Unit, calculated in hours. An employee shall accrue a maximum of 2080 hours per year. When Employees transfer from part-time employment to full-time employment, or vice-versa, they shall retain their seniority.

Seniority for all Employees shall be calculated on hours paid from date of last hire, with 2080 hours paid being considered as equivalent to one year. For purposes of this provision, paid hours include paid leaves of absence, paid sick leave, vacation, statutory holidays for which the employee is eligible, paid and unpaid Pregnancy and/or Parental leaves.

Notwithstanding the foregoing, no employee shall accumulate more than one year of seniority in any twelve-month period.

11.02 Seniority List

The Employer shall maintain one seniority list for all employees calculated in hours. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03

The posted seniority list will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and for layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified within the bargaining unit.

11.03 Probationary Employee

- a) Newly-hired Full-Time Employees shall be on probation for a period of one thousand and forty (1040) hours from date of hiring. A newly hired Part-Time Employee and Casual Employee shall be on probation for seven hundred and twenty (720) hours or fifty (50) shifts, whichever comes first. The employee's performance will be reviewed at the mid-point of their probationary period.

- b) At the discretion of the Employer, and upon notification to the Union, the probationary period may be extended for an additional 400 hours.
- c) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure.
- d) After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An employee shall lose seniority in the event that:

- a) She is discharged for just cause and is not reinstated through grievance procedure or arbitration;
- b) She resigns in writing from her employment
- c) She is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless alternative arrangements for reporting to work are made with the Senior Director of Housing Services within that seven (7) days. It is the responsibility of the employee to keep the Employer informed of her current address.
- e) She is laid off in excess of twenty-four (24) months.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within eighteen (18) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or

promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within eighteen (18) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, he or she shall accumulate seniority during the period of time outside the bargaining unit.

11.06 The Employer shall, at the time of hiring, provide all new employees with a copy of the job description and a letter stating:

- a) starting wage;
- b) classification according to Schedule "A" of this Agreement;
- c) the number of hours per week that the employee shall normally be required to work.

A copy of the letter provided to each new employee at the time of hiring shall be provided to the local Union.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- a) When a vacancy occurs and the Employer requires that the vacancy be filled or a new position is created within the bargaining unit, the Employer shall post a notice on the Union bulletin board and by email within ten (10) days of the vacancy. The position shall be posted for a period of ten (10) days so that interested employees can apply. The name of the successful applicant shall be posted on the Union bulletin board.
- b) Temporary vacancies of less than three (3) months do not need to be posted and the Employer shall give first consideration to internal employees. Where such a position is filled by an existing employee, such employee's consent is required. Any appointee at the end of the temporary period shall be returned to his/her former position and status, and any other employee affected shall likewise be returned to his/her position or status.

12.02 Contract Employees

- a) Employees may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on approved leave of absence or to perform a special non-recurring task. The period of employment of such persons will not exceed the absentee's leave by more than seven (7) days before the start of the leave and no more than seven (7) days at the end of the leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

- b) This Article would not preclude such contract employees from using the job posting provision under the Collective Agreement. If the contract employee is the successful applicant to a job posting and completes his/her probationary period following entry into the position the employee, the number of hours of work performed as a contract employee will be included in the calculation of seniority under Article 11.01 provided there has been no break in service longer than thirty (30) days between the end of the employment as a contract employee and the start of employment as an employee.

- c) The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

12.03 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift and wage rate. Notices on such appointments shall also be posted. The Union will be supplied a copy of each posting.

12.04 Role of Seniority in Promotions, Transfers and Staff Changes In making staff changes through:

- 1) A promotion
- 2) The filling of newly created position
- 3) The filling of a vacancy in the same classification

Where qualifications, skills, abilities, knowledge, experience and capacity to do the job are relatively equal, the appointment shall be made of the applicant with the greatest seniority.

Deemed Qualified

All employees are deemed qualified in the current program they are employed in as per the job description in effect.

12.05 Trial Period

Employees promoted into a new position will have a trial period of twenty (20) shifts during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period, the Employee may be returned to his or her former position by the Employer. The Employee will have a period of ten (10) shifts during which he or she may voluntarily return to the position formerly occupied. In such cases, the filling of subsequent vacancies will be reversed.

12.06 External Postings

In order to facilitate filling vacancies as quickly as possible, outside advertising for any vacancy may take place at the same time positions are posted internally. Should the internal applicant and the external applicant have equal skills, abilities, knowledge and experience, the employer shall give priority to the internal applicant.

12.07 Disclosure of Relationships

Employees who are related or living in cohabitation, or spousal relationship with other employees, shall disclose this relationship to their manager. These employees shall not be in a situation where one is the other's supervisor, or in a position to evaluate, recommend, or grant work related privileges. In the event that such a situation should occur another supervisor shall evaluate, recommend, or grant work related privileges to said employee.

12.08 Return to former position

All employees who fill vacancies as a result of the above absences shall likewise be returned to their positions.

12.09 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting.

12.10 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within seven (7) days of the rate being determined, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer no later than seven (7) days after being advised of the new rate. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date the new classification was first filled by the employee.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within ten (10) days of the meeting.

Any decision by an Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. Any change awarded as a result of arbitration shall be retroactive only to the date the new classification was first filled by the employee.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes a classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the rate of pay.

ARTICLE 13 - LAY OFFS AND RECALLS

13.01 Definition of Lay-Off

A lay-off shall be defined as the elimination of a position or

- i) an employee who has a regular work week is laid off for a week if, in that week, the employee earns less than one-half the amount he or she would earn at his or her regular rate in a regular work week; and the week is not an excluded week.
- ii) an employee who does not have a regular work week is laid off for a period longer than the period of a temporary lay-off if for more than 13 weeks in any period of 20 consecutive weeks he or she earns less than one-half the average amount he or she earned per week in the period of 12 consecutive weeks that preceded the 20-week period.

“excluded week” means a week during which, for one or more days, the employee is not able to work, is not available for work, is subject to a disciplinary suspension or is not provided with work because of a strike or lock-out occurring at his or her place of employment or elsewhere.

13.02 Layoffs of Part-Time employee

No Part-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more Casual employees.

13.03 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

13.04 It is understood that employees cannot improve their job status (e.g. – move from part-time to full-time) through the bumping procedure caused by a layoff.

13.05 Notice of Lay off

- a) The Employer shall give the Union and employees who are to be laid off, as much advance notice as possible, and in no case less than forty-five (45) calendar days prior to the effective day of layoff.
- b) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit. Any mutual agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.06 Advance Notice of Lay-Off

During the period of notice, affected employees shall be allowed up to three (3) working days off without pay to engage in a job search and to attend to personal matters. Such days off are to be taken at a time agreed upon by the employee and the Employer.

13.07 Layoff Job security

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order of their seniority within the affected program, provided that the remaining jobs shall continue to be filled by qualified employees.

13.08 Layoff Procedure

An employee in receipt of notice of layoff may:

- (a) Accept the layoff; or
- (b) Opt to resign and receive severance; or
- (c) Opt to retire, if eligible under the terms of the Pension Plan; or
- (d) May displace a worker on a bargaining unit wide basis if they
 - i) Have more seniority
 - ii) Have the necessary skills and abilities
 - iii) Meet bona fide occupational qualifications where applicable
 - vi) Displace into a position which has an equal or lower job rate than the job rate of their current position.

13.09 An employee, who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

13.10 The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job procedure, an employee shall have the opportunity of recall from the layoff to an available opening, in order of seniority, provided she has the qualifications, skills, and ability to perform the work without training.

ARTICLE 14 – HOURS OF WORK

14.01

a) Hours of Work

Any shift of 5 hours or longer, shall include an uninterrupted paid thirty (30) minutes meal break. The meal break shall be scheduled base on operational requirements.

b) Rest Periods

For shifts of greater than 5 hours, all employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first half and the second half of the shift.

c) In no instance, will any employee be required to work more than five (5)

consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

- d) Two days off in a row shall be planned for all full-time employees.
- e) The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.
- f) No employee shall be required to work a split shift. Notwithstanding, an employee may choose to work a split shift, at their regular rate of pay, provided that overtime is not triggered.

14.02 Work week definition

The work week shall be the period from Sunday to Saturday.

14.03 Minimum Hours

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the employer. The reporting pay shall not apply whenever an employee has received prior notice not to report for work nor is it applicable to staff meetings, where the employee will be paid the actual time spent in the meeting.

14.04 Shift Exchanges

- a) Employees will be permitted to exchange days off, or shifts, with other employees, with management approval.

14.05 Give Away Shifts

With prior management approval, part-time and casual employees will be permitted to give away shifts provided that the employee secures a replacement and communicates the name of the replacement to their manager. It is the responsibility of the employee taking the shift to report to work for the shift as scheduled. Should the replacement employee no longer be able to work the shift they must follow the procedure under article 14.04, shift exchange.

14.06 Time Off Between Shifts

Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Notwithstanding, an employee may choose to work another shift in the twelve (12) hour time frame at the regular rate of pay provided that overtime is not triggered.

14.07 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

14.08 Shift Scheduler

The employer will be responsible to manage, change, approve and find a shift replacement for days off, vacation, and leaves that have been requested with a minimum of seventeen (17) days' notice. Any schedules changes made without seventeen (17) days' notice will be at the employee's responsibility.

14.09 Available Shifts

Open and available shifts at the beginning of the shift booking period shall be sent to all part-time and casual employees via electronic means. The most senior employee that expresses a desire to accept extra shifts shall be allowed to choose, up to three (3) additional shifts provided that overtime is not triggered.

14.10 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement or at least a minimum of two (2) hours before her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

14.11 Casual Employees Availability

- a) The Employer shall provide the Statement of Availability form by the 2nd of each month. The casual employees must submit a signed Statement of Availability form to the immediate supervisor or his or her designate by the 10th day of each month for availability in the following month except for

the period from December 15th to January 2nd, which must be provided by October 31st.

- b) Any changes in availability must be negotiated and mutually agreed upon between the Employer and Employee. Agreement to such changes shall not be unreasonably withheld.
- c) Once the shift is accepted by a casual employee it is considered committed unless excused by bona fide reason.
- d) Casual employees shall not have grievance and arbitration rights in the event of termination due to:
 - i) the Employee is unavailable to work over a period of three (3) months; or
 - ii) Having refused five (5) or more consecutive offers of work consistent with their Statement of Availability; whichever comes first.
- e) The Employer shall provide, if needed, a refresher on Operation Procedures for casual employees who have not worked for a period of four (4) months. The refresher shall be at a mutually agreed time.
- f) This shall not apply to an Employee who has been granted an approved leave of absence.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

The Employer shall determine when overtime will be worked. Overtime must be pre-approved in advance in writing by the Employer.

Overtime shall be defined as all hours worked in excess of forty-two (42) hours in a one week pay period.

15.02 Overtime Rates

The Employer shall compensate the employee with one and a half (1 ½) hours of paid time off work for each hour worked in excess of forty-two (42) hours in a week.

15.03 Distribution of Overtime

Overtime hours shall be offered in the following order:

- a) Employees currently on shift within the program, in order of seniority,
- b) Employees within the program, scheduled to start shift within 4 hours, in order of seniority,
- c) All other employees, in order to seniority.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Health and Safety

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness. As such, the Union further agrees to endeavour to promote a health and safety culture.

The Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

16.02 Terms of Reference and Minutes of JHSC Meetings

In accordance with the requirements under the *OHSA*, the Employer shall post the Terms of Reference and Minutes of JHSC Meetings on the Health and Safety bulletin board.

16.03 Jurisdiction of JSC Committee

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

ARTICLE 17 - HOLIDAYS

17.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day

Civic Holiday

Family Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

17.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

17.03 Payment for Working on a Holiday

- a) If an employee works on any of the holidays, the employee shall be paid at the rate of time and one half (1½) her regular hourly rate of pay for all hours worked on such holiday, and public holiday pay for the day.
- b) When any of the above noted holidays fall on an employee's regularly scheduled day of work, the employee may request the day off and be remunerated as define in article 18.04.

17.04 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive public holiday pay for the holiday.

17.05 Christmas or New Year's Off

Upon request an employee shall have at least Christmas or New Year's Day off.

17.06 Floating Days

The Employer agrees to grant Full-Time Employees two (2) floating days off with pay per calendar year to be taken on a day mutually agreed upon between the Employer and the Full-Time Employee.

The Employer agrees to grant Part-Time Employees one regular shift as a floating day off with pay per calendar year to be taken on a day mutually agreed upon between the Employer and the Employee.

Full Time and Part Time Employees will also have her birthday off to be taken either in the week prior to or following her birthday.

If the Employee fails to take her floating days or her birthday off, these days cannot be carried over or cashed out.

17.07 An employee may request that the Employer substitute up to three (3) of the holidays for cultural or religious observances. The employee will request this substitution in writing at the beginning of each calendar year. Any additional time off required to attend religious services will be drawn against the employee's vacation days or taken as leave without pay as requested by the employee.

17.08 Christmas Relief

All casual employees must work, if offered, at least one (1) shift (minimum 8 hours) on either December 24th, December 25th, December 31st or January 1st. Casual employees interested in filling one or more entire weekly block of vacations and holidays shifts during the Christmas period shall submit their interest before October 20th. Weekly blocks shall be given based on seniority.

ARTICLE 18 – VACATIONS

18.01 Vacation Entitlement Year

Annual vacation entitlement is based on a calendar year, from January 1 to December 31.

18.02 Length of Vacation

Full-Time Front Desk employee's effective the date of signing of this Agreement, who have:

- a) less than twelve (12) years of continuous employment service shall earn fifteen (15) days of vacation pay per calendar year at a rate of 1.25 days for every month that the employee works at least ten (10) days.
- b) Twelve (12) years or more of continuous employment service shall earn twenty (20) days of vacation time with pay at a rate of 1.67 days for every month that the employee works at least ten (10) days.

Full-Time Housing Program employees who have:

- a) less than fifteen (15) years of continuous employment service shall earn twenty-two (22) days of vacation pay per calendar year at a rate of 1.83 days for every month that the employee works at least ten (10) days.
- b. fifteen (15) years or more of continuous employment service shall earn twenty-seven (27) days of vacation time with pay at a rate of 2.25 days for every month that the employee works at least ten (10) days.

Part-time and Casual employees who have:

- a) Less than 5999 accumulated hours worked are entitled to vacation pay at 4%.
- b) More than 6000 but less than 10,999 accumulated hours worked are entitled to vacation pay at 6%.
- c) More than 11,000 accumulated hours worked are entitled to vacation pay at 8%.

18.03 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that a serious illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.04 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

18.05 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.06 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in one week periods to a maximum of (3) three consecutive weeks, unless otherwise mutually agreed upon between the employee concerned and the Employer.

18.07 Summer Vacation Relief

Casual employees interested in filling one or more entire weekly block of vacation and holiday shifts for the summer period shall submit their interest before April 20th. Weekly blocks shall be given based on seniority.

18.08 Vacation Scheduling – Summer

Employees, who do not submit their vacation request prior to April 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

18.09 Vacation Scheduling – Christmas Period

Employees, who do not submit their vacation request prior to October 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

18.10 Seniority in Vacation Preference

Employees are encouraged to discuss with co-workers their vacation plans and try to coordinate their vacation by March 31st. In the event of conflict, vacations will be granted, first on the basis of seniority, for employees making application prior to March 31st of each calendar year. Vacation requests submitted on or after April 1st will be granted in order of their date of submission.

18.11 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employer may ask for

reasonable proof of illness or bereavement, should an employee claim entitlement under this clause.

ARTICLE 19 – SICK LEAVE

19.01 Sick Leave Defined

The period of time that an employee is unable to perform the assigned duties by virtue of illness or disability.

19.02 Amount of Sick Leave

Full time employees sick leave shall be earned on the basis of one and one-half (1 1/2) days for every month of service.

19.03 Definition of month

For the purpose of this Article, the word "month" shall mean a calendar month.

19.04 Proof of Illness

If the Employer is requesting a medical certificate for any reasons and if there is a cost to the employee it will be paid for by the Employer.

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. In addition, the Employer may require such certificate for an absence of less than three (3) days where there is a pattern of absenteeism or excessive absenteeism.

The employer may, at its discretion, require that the employee be examined by a medical practitioner of the employee's choice, for the purpose of evaluating the employee's fitness to return to work.

19.05 Accumulation and Payment of Sick Leave

Full-Time Employees may carry up to one hundred and twenty (120) days forward to the next calendar year.

The Employer shall provide, to each employee, once a year, the total of their sick leave accumulation.

19.06 Medical Appointments

Employees will make every attempt to schedule medical appointments for themselves and dependents outside their normal working hours or at the beginning or end of a workday. Whenever possible, appointments will be scheduled in advance to allow for proper staffing. Time taken for appointments will be charged against sick leave credits.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 General Leave

An employee who has accumulated at least two (2) years of seniority from the date of hire, may be entitled to a leave of absence for up to a maximum of one (1) year, without pay and without loss of seniority, where in the Employer's opinion, circumstances warrant. All requests shall be in writing and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

The Employer has the right to consider the staffing needs and the stability of the programs in its decision.

20.02 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or who is elected to public office, may be entitled to a leave of absence for up to a maximum of two (2) years or agree upon on the length of time without pay and without loss of seniority.

20.03 Bereavement Leave

- a) In the event of death of a member of the Full-Time or Part-Time employee's immediate family, the Employee shall be granted a leave of absence for four (4) consecutive days in a seven-day period. The Employer will pay for those shifts that the Full-Time or Part-Time employee is scheduled to work during the leave period. Where the burial occurs at a locale in excess of 500 kilometers, such leave shall include reasonable travelling time. The total leave shall not exceed seven (7) working days or unless agree upon by both parties.
- b) In the event of death of a member of the Full-Time or Part-Time employee's extended family, the Employee shall be granted a leave of absence for two (2) consecutive days in a seven day period. The

Employer will pay for the shift that the Full-Time or Part-Time employee is scheduled to work during the leave period.

In the event that the funeral is held in excess of five hundred (500) kilometers from the Full-Time or Part-Time Employee's primary place of residence, two (2) extra consecutive days within the same seven-day period shall be granted.

- c) The Employer may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.
- d) The Employer may grant a Full-Time Employee the right to substitute unpaid days of Personal Emergency Leave with up to five (5) days of accumulated sick leave for the illness, injury, medical emergency, or an urgent matter that concerns a member of the employee's immediate family. This substituted sick leave will count towards the employee's unpaid Personal Emergency Leave entitlement under the *Employment Standards Act, 2000*.

20.04 Family Responsibility Leave

- a) Full-Time employees may use up to five (5) days of sick leave per calendar year for the purposes of:
 - i) attending to the temporary care of a sick family member living in the same household, and the employee's mother and father;
 - ii) attending to major, non-recurring home emergencies outside of the employee's control;
 - iii) attending a child's school interview at which the parent's attendance is necessary.
- b) In order to qualify for family responsibility leave, the employee shall:
 - i) provide as much notice to the Employer as reasonably possible;
 - ii) provide to the Employer valid reasons why such leave is required; and

- iii) where appropriate, and in particular with respect to 19.06, have endeavored to a reasonable extent to schedule such events during off duty hours.

20.05 Family medical leave and family caregiver leave

Family medical leave and family caregiver leave will be granted in accordance with the *Employment Standards Act, 2000*.

20.06 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- b) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- c) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

20.07 Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the

custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- c) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- d) Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

20.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

20.09 Education Leave

Where employees are required by the Employer to take courses in order to upgrade acquire new or renew employment qualifications, the Employer shall pay the full cost associated with the courses without loss of pay.

20.10 Personal Emergency Leaves

- a) Employees must notify their supervisor with as much notice as possible of the nature and length of the leave required.
- b) The Employer may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 21 - BULLETIN BOARD

- 21.01** Reasonable space on the bulletin board will be made available to the Union as the officially authorized site for the posting of official Union notices. Posting of notices or other materials shall require the prior approval of the Employer, except notice of meetings of their members and elections, the names of the Union's representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 22 - EMPLOYEE BENEFITS

- 22.01** Parking:

The Employer shall maintain the current practice.

22.02 Benefits for Part-Time Employees

A part-time employee who work a regularly scheduled work week of more than 24 hours, shall be entitled to participate in the group benefits plan.

22.02 Shift Premium

An employee who works during the hours between 9.00 pm and 7.00 am inclusive, shall receive a shift premium of forty cents (0.40\$) for all hours worked in that period.

22.04 Group Benefits Booklet

The Union shall be provided with a current copy of the Booklet of all insured benefits.

22.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

22.06 Pension Plan

The Employer agrees to continue its present practice regarding the Pension Plan.

22.07 Mileage - An employee required by the Employer to conduct Employer business away from the premises will be reimbursed for mileage, at the association rate, and parking so long as a receipt is provided.

ARTICLE 23 – GENERAL

23.01 Proper Conditions

Accommodations shall be provided, wherever possible, for employees to have their meals, and store and change their clothes away from the clients.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to post electronically, as well as hard copy on the Union bulletin board within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

23.03 Software Changes

The Employer will notify the employees in advance of any major computer software change and will provide adequate training on said software during its implementation.

ARTICLE 24 – WAGES

24.01 Attached hereto and forming part of this collective agreement is Schedule “A” setting out the classifications and the appropriate rates of pay within the term of collective agreement as follows:

24.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

ARTICLE 25 – DURATION

25.01 Effective Date

The term of this Agreement shall be from the date of signing to June 30, 2020 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

25.02 Changes in Agreement

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

Signed at Ottawa, Ontario, this 3 day of April, 2017.

FOR THE UNION

A. Brousseau

S. R. R. R.

FOR THE EMPLOYER

A. J. J. J.

C. Turnbull

SCHEDULE "A"

Effective date of signing of the Agreement in 2017

CUPE COUNTER		July 1 st			
		2016	2017	2018	2019
Position		2.0%	4.8%	5.0%	6.0%
PT Sales and Service Associate		\$11.67	\$12.23	\$12.85	\$13.60
		2.0%	1.75%	1.75%	1.75%
FT Sales and Service Associate		\$12.91	\$13.14	\$13.37	\$13.60
		2.0%	1.75%	1.75%	1.75%
Sr Sales and Service Associate		\$15.81	\$16.09	\$16.37	\$16.66
Position		2.0%	4.80%	5.1%	6.0%
PT Security		\$11.67	\$12.23	\$12.86	\$13.63
		2.0%	1.75%	1.75%	1.75%
FT Security		\$12.94	\$13.16	\$13.39	\$13.63
Position		2.0%	9.0%	9.5%	10.0%
PT Support Worker		\$15.03	\$16.38	\$17.94	\$19.73
		2.0%	1.75%	1.75%	1.75%
FT Support Worker		\$18.73	\$19.06	\$19.39	\$19.73
Position		2.0%	1.75%	1.75%	1.75%
Case Coordinator		\$19.52	\$19.86	\$20.20	\$20.56

There shall be no retro for this first Collective Agreement but the parties agree to a signing bonus to be paid after ratification:

Employees working regularly 24 hours or more per week - \$500
 Employees working regularly less than 24 hours per week - \$250