

COLLECTIVE AGREEMENT

Between



**TORONTO CIVIC EMPLOYEES' UNION,
LOCAL 416**

(the "Union")

-and-

OASIS WOMEN'S CENTRE

(the "Employer")



Effective till March 31, 2021

FINAL COLLECTIVE AGREEMENT

TORONTO CIVIC EMPLOYEES' UNION, LOCAL 416

and

OASIS WOMEN'S CENTRE

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Final Collective Agreement – English

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union and the employees of the Employer.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. To respect the mission and values of the Employer and the essential nature of the services provided to members of the community.
6. Both parties agree to act in a fair and reasonable manner.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01

The Union acknowledges that the management of the Employer's operations and the direction of its employees are vested exclusively with the Employer, except as specifically abridged or modified by this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) determine and establish standards and procedures for the care of individuals, which include the models of care, and to maintain and protect the individual's health, welfare, safety, and comfort;
- (b) maintain order, discipline and efficiency and, in connection therewith, to establish, amend, and enforce reasonable policies, rules, procedures and standards of performance to be adhered to by employees provided that they shall not be inconsistent with the provisions of this Agreement;
- (c) hire, transfer, lay-off, recall, promote, demote, assign duties to employees;
- (d) suspend, discharge or otherwise discipline non-probationary employees for just cause;
- (e) plan, direct, and supervise employees' work; and
- (f) Plan, direct, and control the operations including but not limited to: determination of the services provided; introduction of new methods, facilities and equipment; control over the amount of supervision; combining or splitting up program areas; establishment of work schedules; the extension, limitation, curtailment or cessation of operations or any part thereof.

1.02

The Employer agrees to exercise all management rights in a manner that is fair, reasonable, and consistent with the provisions of this agreement. The question of whether any of these rights is limited by this agreement, including claims of discriminatory promotions and of unjust discipline or discharge, shall be decided through the grievance and arbitration procedure herein provided.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01

Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Oasis Centre des Femmes in the City of Toronto and in the City of Brampton with the exception of managers, persons above the rank of managers and administrative assistants.

2.02

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

The use of volunteers to perform bargaining unit work, as covered by this Agreement, shall not displace any bargaining unit employee.

2.03

No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.

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

2.04

Contracting Out

No bargaining unit employee shall be laid off or have her hours reduced as a result of the employer contracting out bargaining unit work.

2.05

Union Representation

Employees 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 representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Attendance at the Employer's premises must occur at a mutually agreeable time for the Employer and the Union.

2.06

Definition of Employee

- a) Regular Full-Time Employee: is a program employee who has completed her probationary period and whose regularly scheduled hours of work are twenty-five (25) hours or more per week.
- b) Temporary Full-Time Employee: is a program employee hired for a period of not longer than twenty-four (24) months to work on a government funded project or to cover maternity leave or other authorized leave of employees. A Temporary Full-Time employee's employment may be terminated at any time without just cause provided the Employer provides two (2) weeks' notice of termination or pay in lieu thereof. A Temporary Full-Time employee's employment shall be deemed to be terminated at the end of her agreed term of employment.
- c) Part-Time Employee: is a program employee who has completed her probationary period and whose regularly scheduled hours of work are less than twenty-five (25) per week.
- d) Full-Time Crisis Line Employee: is an employee who works on the crisis line on a permanent basis and whose regularly scheduled hours of work are twenty-five (25) hours or more per week, and whose regularly scheduled days of work are Monday to Friday.
- e) Crisis Line Relief Employee: is an employee employed to work on the Crisis Line as needed, including during evening hours, on weekends, and on holidays and whose weekly hours of work do not exceed twenty-five (25) hours per week.

Nothing in this Agreement shall constitute a guarantee of hours.

ARTICLE 3 – NO STRIKES OR LOCKOUTS

3.01

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 4 – DISCRIMINATION, WORKPLACE HARASSMENT AND ACCOMMODATION

4.01

Discrimination

The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

4.02

Harassment

The Union and the Employer agree that every employee should be free from harassment in the workplace by her employer, agent of the employer, or another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. Employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

Harassment shall be defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Personal harassment shall include within its meaning sexual harassment.

4.03

Sexual Harassment

The Union and the Employer acknowledge the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle.

4.04

Accommodation

The Parties acknowledge that the Employer, the Union, and all employees have an obligation to participate in the accommodation process when an employee requests accommodation based on a protected ground as outlined in the *Ontario Human Rights Code*. As per the *Ontario Human Rights Code*, the Employer will accommodate to the point of undue hardship.

4.05

Where accommodation of an employee is necessary, the Employer will work with the employee and the Union to facilitate the employee's return to work plan which takes into consideration any limitations which the employee may have.

ARTICLE 5 – UNION SECURITY AND CHECKOFF

5.01

All employees, 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. As a condition of employment, all new employees shall become and remain members in good standing of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02

Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Authorized Office of Local 416, within thirty (30) calendar days, accompanied

by a list of the names addresses and phone numbers 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. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03

New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that each newly hired employee will be given the opportunity to meet with a Union Steward, or if a Steward is not available, a Union Representative for a period of up to thirty (30) minutes, during working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meeting will be held on the Employer's premises at a time and location mutually agreed upon between the Steward/Representative and the Employer within the first thirty (30) days of the employee's employment. The employee shall suffer no loss of pay or benefits for the duration of that meeting.

5.04

T4 Slips

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

ARTICLE 6 – LABOUR MANAGEMENT NEGOTIATIONS

6.01

Union Officers

The Union shall provide the Employer with names of its Officers, Executive, and Bargaining Committee (which shall be composed of not more than 2 members), and the Employer shall provide the Union with the names of its Bargaining Committee, and the Union agrees to keep the Employer advised of any changes in Officers, Executive, and Bargaining Committee.

6.02

Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or her designate and the Authorized Officer of the Local 416 Union with a copy sent to the Local President, National Representative of the Union.

6.03

Representative of Union/Employer Advisor

The Union shall have the right at any time to have the assistance of representation of an Authorized Officer of the Local 416 when dealing with or negotiating with the Employer. The Employer shall have the right to have the assistance of an advisor when dealing or negotiating with the Union.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

7.01

The Labour Management Committee shall be a permanent joint committee in which the Union and the Employer shall each be represented by two (2) persons. The Executive Director or her designate will be one of the two management representatives and the Union will have two representatives. Each party will keep the other informed of its members of the Committee. The Committee shall meet at a mutually agreeable time as required up to a maximum of four (4) times per calendar year unless otherwise agreed.

The purpose of the Committee will be to provide a forum where an exchange of information and ideas may take place on issues relating to the workplace as a whole. It is agreed that this will not include matters that are the subject of grievances and/or arbitration or matters being negotiated between the parties.

7.02

Time spent on the Labour Management Committee shall occur during regular working hours and shall not result in the loss of regular wages, benefits, and seniority for committee members.

ARTICLE 8 – DISCIPLINE, SUSPENSION AND DISCHARGE

8.01

Whenever an employee is requested to report for a disciplinary meeting or when it becomes apparent that the meeting might result in disciplinary action such employee will be informed of her right to have a Union Steward or Union Representative present at the meeting. If the employee requests a Union Steward or Representative and a Union Steward or Representative is not available, the employee shall not be disciplined but may be removed from the workplace with pay until a disciplinary meeting can be held. Such removal from the workplace shall not be considered disciplinary action. In the event an employee chooses to waive her right to union representation, such decision shall be communicated in writing and provided to the Union.

Such meeting will take place at a mutually agreeable time and location for the parties. The parties agree that such meeting will not be delayed for a period of greater than 48 hours, unless otherwise agreed.

8.02

Any disciplinary action shall be recorded in writing and a copy thereof shall be furnished to the employee and the Union within two (2) business days of such discussion.

8.03

Where a meeting is defined in Article 8.01 is to take place, it is agreed that the Union Steward or Representative shall be provided with up to twenty (20) minutes, if requested, to consult with the employee prior to commencing the meeting.

8.04

Where an employee has not received a disciplinary notation for a period of eighteen (18) months, any disciplinary notation(s) record on the employee's service record shall be null and void, and shall be removed from the employee's file.

8.05

Probationary Employees

A probationary employee shall not have the right to grieve her termination from employment, except where such termination is arbitrary, discriminatory, or in bad faith.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to two (2) members who shall be members of the Union. The personnel of such committee shall be communicated to the Employer. Only members of the Grievance Committee and the employee(s) concerned may appear to process any grievances, except in the case of a dispute involving a question of general application or interpretation when only the Grievance Committee shall process the grievance.

The Union agrees that meetings of the Grievance Committee will not interrupt the operations of the employer and the services it provides.

9.02

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including a question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. The Employer or the Union may file a grievance.

9.03

Should a dispute arise between the Employer and any employee(s) and/or the Union, an earnest effort shall be made to settle the dispute in the following manner and sequence:

Step 1

The aggrieved employee(s) shall, within ten (10) working days after the circumstances giving rise to her complaint, submit such complaint verbally to her supervisor. The employee(s) may have a Union Steward or Representative present at her option. It is the mutual desire of the Parties that complaints shall be adjusted as quickly as possible. If the employee(s) and supervisor resolve the

complaint, the agreement shall be recorded in writing, and a copy shall be provided to each party.

It is understood that an employee has no grievance until she has first given her supervisor the opportunity of adjusting her complaint. Failing a resolution within ten (10) working days of submitting the complaint to the supervisor, the employee may submit a written grievance, through the Union, to the Employer.

Step 2

Upon receipt of the grievance, the Employer shall confer with Representatives from the Union within fifteen (15) working days after receipt of the grievance. The Employer shall advise the Union in writing of its decision in respect of the grievance within fifteen (15) working days of the time of the conference. The Grievor shall attend the Step 2 Meeting at the request of the Union without loss of pay, seniority and benefits.

Step 3

If the Employer's Step 2 decision is not acceptable to the Union, the Union may, within fifteen (15) working days after the receipt of the written decision of the Employer, submit the grievance to arbitration by notifying the Employer in writing.

The Parties agree that if the Union does not refer a grievance to arbitration within fifteen (15) working days after receipt of the Employer's written decision provided at Step 2, the grievance shall be deemed to have been abandoned.

9.04

Policy Grievance

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs between the Union and the Employer, the Union may submit the grievance in writing directly to the Employer within fifteen (15) working days from the date on which the dispute arose.

9.05

Grievance – Administrative Procedure

- (a) Any of the above time limits may be extended by mutual agreement between the parties in writing.

- (b) For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, exclusive of weekends and designated holidays.
- (c) Replies to grievances at Step 1 and Step 2 shall be in writing.
- (d) The Employer shall supply the necessary facilities for grievance meetings when possible. In the event the Employer is not able to provide necessary facilities the parties will search for a mutually agreeable location.

9.06

(a) Suspension or Discharge Grievances

When an employee is suspended or dismissed for cause, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step 2 within twenty (20) working days after the said employee has been suspended or ceases to be employed by the employer.

(b) Job Posting Grievances

Any grievance of an employee with respect to not being selected for a position under the Job Posting procedure shall be initiated at Step 2 within twenty (20) working days of the employee receiving the notification in writing that she was not selected for the position for which he or she applied.

(c) Harassment Grievances

Where an allegation of harassment is made by an employee, a grievance shall be initiated at Step 2 within twenty (20) working days after such violation is alleged to have occurred. The parties recommend and encourage any employee who may have a harassment complaint to follow the complaints process as set out in the Employer's policies and process required by the *Occupational Health and Safety Act*.

(d) Management Grievances

In the event the Employer has a grievance, it shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of the Union who shall confer with the Employer

within twenty (20) working days of the receipt of such grievance. Failing a resolution that is satisfactory to the Employer, it may, within twenty (20) working days after the conference, submit the grievance to arbitration by notifying the Union in writing.

9.07

Probationary Employees

Probationary employees may only exercise the grievance process in relation to rights a probationary employee is entitled to under the Collective Agreement or by statute.

ARTICLE 10 – ARBITRATION

10.01

The parties agree that grievances not resolved through the grievance procedure will be submitted to a single arbitrator. If the parties agree, they shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator. Time spent by the grievor during regular working hours to attend arbitration shall be without loss of pay, benefits, seniority or service.

10.02

The arbitrator shall not have any power to add to, subtract from, alter, modify or amend in any way any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement.

10.03

Mediation

Once a grievance has been processed to arbitration, both parties may, within forty (40) working days, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union, in addition to the Union Representative/Steward or Unit Chair and the Vice Chair. Any mutually agreeable resolution reached by the parties through such mediation shall be

binding upon the parties but shall be without precedent or prejudice. Time spent by the grievor during regular working hours to attend mediation shall be without loss of pay, benefits, seniority or service.

10.04

Pursuant to this Article, the arbitrator agreed upon by the Parties or appointed by the Minister of Labour for Ontario as the case may be, may also serve as a mediator to assist the Parties in resolving the grievance. In the event that the matter is not settled by mediation, then the matter may then be resolved at arbitration by the arbitrator.

ARTICLE 11 – SENIORITY

11.01

Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for call-ins, layoffs and recall provided that the senior employee has the required skills and ability for the position. Seniority shall operate on a bargaining-unit-wide basis.

11.02

The seniority of employees in positions where hours of work are other than full-time shall be determined on a pro-rata basis, i.e. 35 hours equal one (1) week and 1820 hours equal one (1) year. A part-time employee or crisis line relief employee cannot accrue more than one year's seniority in a 12 month period.

11.03

Seniority List

The Employer shall maintain a seniority list for employees on the basis of date of hire for full-time employees and hours worked for part-time and relief employees. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and September 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 11.04. For the purpose of this Article, time away from work that is protected by the *Employment Standards Act, 2000* or the Ontario *Human Rights Code* shall be included in the employee's length of service.

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

11.04

Probationary Employees

- (a) Newly-hired employees shall be considered on a probationary period for a period of three (3) calendar months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be terminated provided the decision is not arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) Newly-hired part-time or crisis line relief employees shall be considered on a probationary basis for a period of four-hundred and twenty (420) worked hours from the date of hiring. During the probationary period, such employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed her probationary period may be terminated provided the decision is not arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.05

Loss of Seniority

An employee shall lose seniority and be deemed to be terminated in the event:

- (a) She is discharged for just cause and is not reinstated;
- (b) She resigns;
- (c) She fails to return to work within ten (10) business days following a lay-off and after being notified the position is available, unless this is not possible due to sickness or other just cause;
- (d) She is absent from work for more than three (3) scheduled shifts without authorization and without providing a valid reason to the employer;

11.06

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 six (6) 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 six (6) 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 three (3) 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.

11.07

If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1820 hours paid.

11.08

If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1820 hours PAID equals one (1) year.

11.09

Conversion of Time Prior to Date of Certification

Full-Time employees will be credited with period of time since last date of hire.

Part-time and Crisis Line Relief employees will be credited with thirteen hundred 1300 hours per year of service since last date of hire.

ARTICLE 12 – JOB POSTINGS AND NEW CLASSIFICATIONS

12.01

(a) Job Postings

When a permanent vacancy occurs or a new position is created within the bargaining unit, within ten (10) working days, the Employer shall post a notice on the Employer's main bulletin boards at each of the Employer's locations and provide a copy to the Union. The position shall be posted for a period of ten (10) business days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board at each of the workplace locations.

(b) Information in Postings

The job posting notice shall contain the following information:

- (a) The title and description of the position
- (b) The general duties of the position;
- (c) The work location;
- (d) The wage or salary rate;
- (e) The required qualifications, including knowledge, skills, ability, and experience;
- (f) The number of vacancies;
- (g) The procedure for making application;
- (h) The closing date for receiving applications;
- (i) The contact person;
- (j) Indication that the position is unionized;
- (k) The assessments, if any, that candidates must undergo for the position;
- (l) The current hours of work and current applicable shifts; and,
- (m) Indication that the job posting and hiring process shall be in accordance with the Collective Agreement and the Ontario Human Rights Code.

(c) Successful Applicant

The Successful applicant for any vacancy shall fill the vacancy within a reasonable time, subject to the availability of the successful candidate and the needs of the Employer.

12.02

Temporary Vacancies

Temporary vacancies expected to be less than four (4) months duration shall not be posted, unless otherwise agreed between the Employer and the Union.

A vacancy which occurs for more than four (4) months will be posted in accordance with Article 12.01, stating that the position is temporary in nature and shall indicate the estimated duration of the temporary vacancy. Any vacancy resulting from the transfer of an existing employee into a temporary vacancy shall be filled in accordance with the job posting provisions in this Collective Agreement.

The temporary vacancy shall not exceed one (1) year unless otherwise agreed between the Union and the Employer.

Upon termination of a temporary vacancy, the employee filling the vacancy shall be returned to the classification and job location in which she last worked. For the purposes of this section, a Full Time Employee that fills a temporary vacancy shall still retain her status as a Full-Time Employee.

12.03

Outside Advertising

No outside advertising for any vacancy shall be placed until current bargaining unit employees have had a full opportunity to apply as provided in Article 12.01 and their applications have been fully considered and processed.

The parties agree that if a suitable candidate is not identified within fifteen (15) working days of the internal job posting, the Employer may post the job externally.

12.04

Selection

The Employer will determine the successful candidate by considering the applicant's qualifications, including knowledge, skills, ability, experience, and suitability to perform the work.

In all hiring, promotions, transfers, reclassifications, and appointments, the required qualifications shall be the primary requirements. Where such qualifications are relatively equal between candidates, the employee with the most seniority shall be awarded the position. The parties agree such a system of selection is necessary in order to provide the best care to the individuals with whom the Employer interacts.

12.05

If the successful applicant is an internal employee, she shall be placed on a trial period for two (2) months.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the position, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04. If there are no unsuccessful applicants then the position would be reposted.

12.06

Union Notification

The Union shall be notified of all hiring, transfers, layoffs, recalls, and terminations of employment.

Such notices shall also be posted on the Employer's main bulletin boards at each of the Employer's locations.

12.07

Accommodation

Notwithstanding Article 12.01, an employee who has become incapable of fully performing her regular duties because of injury, occupational disease, advancing years or disability, may be given preference for any available vacant permanent position for which she is considered able to perform without the Employer being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the Employer shall advise the Union of all such appointments. Job postings shall not be waived for accommodation without agreement of the Union.

12.08

Postings while on Vacation or Leave

When an employee will be absent on vacation for a period of three (3) weeks or less, the employee may advise management, in writing, and no more than seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice

must specify the job or position for which the employee wishes to be considered. The written notice is only valid during the vacation period immediately following its delivery to management. The parties agree that consideration of a candidate under this provision will not result in a delay of the expected start date.

12.09

New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the duties and responsibilities, classification, and rate of pay for such new classification. Once such terms are determined, and then within ten (10) working days, the Employer shall advise the Union.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. Scheduling of any such meeting shall not delay the implementation of the new classification. At such meeting the parties will engage in meaningful discussions and review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate.

When the Employer makes a substantial change in the job content of an existing classification, as stated in the job description, 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 appropriate rate of pay.

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 fifteen (15) 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.

ARTICLE 13 – LAYOFF AND RECALL

13.01

In the event a layoff is necessary due to cancellation or cut of funding, other operational requirement, or any other change or initiative, it shall be done in accordance with this article. No full time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part-time employees.

13.02

Layoffs, under the provisions of this Collective Agreement, shall include a reduction in the regular hours of work or the elimination of a position within the bargaining unit.

13.03

Notice of Long-Term Layoff

In the event of a proposed layoff of more than thirteen (13) weeks, the Employer will:

- (a) Provide the Union with at least six (6) weeks' written notice prior to its implementation, or as soon as the employer becomes aware of the pending layoff, whichever comes first. In the event the lay-off is caused by a reduction in the Employer's funding, the Employer will inform the Union as soon as it is known that the reduction in funding may result in lay-offs. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with at least six (6) weeks written notice of layoff, or as soon as the employer becomes aware of the pending layoff, whichever comes first. In the event the layoff is caused by a reduction in the Employer's funding, the Employer will inform the Employee as soon as it is known that the reduction in funding may result in layoffs.

Any 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.

13.04

Layoffs and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided that there remain on the job employees in each program who are qualified to serve clients. The Employer agrees to provide training to a more senior employee seeking to displace a junior employee in another program if they are qualified to serve clients in that program and may be retrained within the notice period referred to in Article 13.03(a).

- (b) An employee who is subject to lay-off shall have the right to either:
- i. Accept the layoff; or,
 - ii. Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - If the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
- (c) An employee who wishes to exercise her right to accept the long term layoff shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- (d) An employee who wishes to exercise her right to displace another employee in accordance with Article 13.04(b) shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- (e) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- (f) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall be allowed to displace a part-time or crisis line relief bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05

Recall from Layoff

- (a) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) If the senior employee on layoff has the basic ability and qualifications to perform the work of an available opening but requires additional training to perform the

duties necessary for the opening, she shall be given the opportunity to receive training and skill-upgrades in order to meet the requirements of the opening if the employee is qualified to serve clients in the program and may be retrained within the notice period referred to in Article 13.03(a).

- (c) It is the responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) business days after being notified the position is available and return to work within ten (10) business days of being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or it is determined they do not have the ability and qualifications to perform the work available.
- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, provided they are qualified and able to perform the normal requirements of the temporary vacancy. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01

Normal Hours of Work

- (a) The normal hours of work for Full-Time Programs employees shall be seven (7) hours per day with an unpaid one (1) hour meal break and two (2) paid fifteen (15) minute periods of rest. The normal days per week shall be five (5) days per week with a week being the period from Monday to Friday. The normal hours per day will be from 9:00 a.m. to 5:00 p.m.
- (b) Full-time employees shall be entitled request to change their normal hours per day to fit their personal circumstances, following the completion of their probationary period and subject to approval of the Employer. The Employer will respond to all such requests and approval of such requests shall not be unreasonably denied.

- (c) The regular hours for a crisis line employee will be either 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00pm. The regular hours for a full-time crisis line employee shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. Crisis line employees are entitled to two (2) fifteen minute paid breaks and a one half hour unpaid lunch. Lunch will occur at 11:30am or 7:30pm depending on the time of the shift. Crisis line employees may take breaks immediately before or immediately after their lunch period if they wish.
- (d) All hours of Crisis Line Relief Employees shall be distributed by seniority as laid out in Article 14.08.
- (e) 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.
- (f) Nothing in this article shall be construed as a guarantee of hours per day, or days per week.

14.02

Days Off

For employees who work weekends, days off shall be planned in such a way as to equally distribute free weekends. Employees who work weekends shall receive one weekend off in every month which shall include Saturday and Sunday, unless otherwise mutually agreed.

14.03

Working Schedule

- (a) The hours of work of each employee that does not work on a set schedule 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.
- (b) Employees shall be given at least 48 hours' notice of any changes to the posted schedule, initiated by the Employer. Where scheduled shift is cancelled with less than forty-eight (48) hours' notice, the employee shall receive 3 hours of pay at her regular rate.

14.04

Meal Break

Employees shall be entitled to leave the premises of the Employer on their meal break.

14.05

Reporting Pay

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 allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.06

Shift Exchanges

Crisis Line employees will be permitted to exchange shifts with other crisis line employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's approval. Such approval will not be unreasonably denied. In the event a crisis line employee is not able to switch her shift, the Program Manager will contact another crisis line employee to offer her the shift. In the event no Crisis Line employee is available to work a shift, calls will be transferred to Ottawa and/or Sudbury as the case may be.

14.07

Time Off Between Shifts

Employees are to be allowed a minimum off eleven (11) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift.

14.08

Seniority for Shift Preference

The Employer shall determine the time of shifts to be worked by crisis line relief employees. Crisis line shifts shall be distributed at a monthly meeting involving crisis line employees where the employee with the most seniority has the opportunity to choose shifts up to a maximum of 25 hours per week for each employee. This process shall repeat itself in order of seniority.

Shifts remaining at the end of this process shall be distributed based on availability, up to a maximum of twenty five (25) hours per week for each employee. Any shifts that remain due to unavailability of crisis line relief employees or a crisis line relief employee(s) having reached her weekly maximum, will be transferred to Ottawa and/or Sudbury as the case may be.

In the event that the Employer requires Crisis Line Relief employees to work in excess of 25 hours per week, the Employer shall consult with the Union and additional hours shall be offered to Crisis Line Employees in order of seniority.

ARTICLE 15 – OVERTIME

15.01

All time worked in excess of an employee's regular working hours shall be compensated in accordance with Article 15.02. Hours in excess of an employee's regular working hours, if any, must be approved by a Program Manager in advance of such time being worked in order to be compensated, except in circumstances where prior approval is not possible due to emergency.

Overtime shall not be mandatory, except in the case of planned special events or emergency.

15.02

Overtime Rates

Authorized hours of work in excess of an employee's regular working hours shall be compensated on the following basis:

- (a) The employee shall be entitled to compensatory time off at straight time for each hour worked in excess of the employee's regularly scheduled hours of work in a week up to forty-four (44) hours;
- (b) For any hours worked above forty-four (44) hours in a week, the employee will be provided with either compensatory time off at a rate of one and a half (1.5) hours for each hour worked in excess of forty-four (44) hours per week or compensated at a rate of one and a half (1.5) hours for each hour work in excess of forty-four (44) hours per week;

- (c) Compensatory time off must be taken within one (1) month of the time at which the additional hours were worked at a time that is mutually agreeable to the employee and the employer and shall not be unreasonably denied. If the compensatory time off is not taken in this period it will be scheduled by the Employer.

An employee may request approval from the Executive Director or her designate that compensatory time off carry over for an additional month. If the compensatory time off is not taken in this time period it will be scheduled by the employer. Such request shall not be unreasonably denied.

ARTICLE 16 – HOLIDAYS

16.01

List of Statutory Holidays

- New Year's Day
- Family Day
- Labour Day
- Canada Day (July 1st)
- Victoria Day
- Good Friday
- Thanksgiving Day
- Boxing Day
- Christmas Day

List of Paid Days Off for Full-Time Employees

- Easter Monday
- Civic Holiday
- Remembrance Day
- ½ Day on Christmas Eve

16.02

Payment for Holidays

A crisis line employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's

regular hourly rate for every hour worked on such day and will be entitled to statutory holiday pay in accordance with the ESA.

Programs Employees shall never be required to work on any of the above-named holidays.

16.03

Holidays for Days Off

When any of the above holidays fall on an employee's scheduled day off, the employee shall receive statutory holiday pay for the statutory holiday. When any of the above holidays fall during an employee's scheduled vacation, the holiday shall not be deducted from her vacation entitlement.

16.04

Christmas or New Year's Off

The Employer shall make best efforts to ensure that every employee shall have at least Christmas or New Year's Day off.

ARTICLE 17 – VACATIONS

17.01

Length of Vacation

Full-time employees shall accrue a number of vacation days per year as follows:

- Three months to one year of continuous service: 10 working days, four percent (4%) of gross earnings.
- One year to five years of continuous service: 15 working days, six percent (6%) of gross earnings
- Five years to ten years of continuous service: 20 working days, eight percent (8%) of gross earnings
- 10 years or more of continuous service: 25 working days, ten percent (10%) of gross earnings.

Part Time and Crisis Line Relief Employees will be entitled to vacation pay at the rate of six percent (6%) of gross wages, paid on each pay cheque.

17.02

Vacation Pay on Termination

Where an employee ceases to be employed prior to using her accrued vacation entitlement, the employee shall be entitled to pay in lieu of such vacation. Conversely, where an employee has used all her vacation entitlement and ceases to be an employee prior to the expiration of the vacation year, the Employer shall be entitled to set off against wages by withholding the equivalent amount from the employee's final pay.

17.03

Preference in Vacations

Vacation shall be granted on the basis of seniority, provided requests can be accommodated without interfering with the operations of the employer and the services it provides.

17.04

Vacation Schedules

Vacation shall be as scheduled by the Employer in consultation with Employees. Employees shall indicate their preferences, if any, as to vacation dates no later than April 1 in each calendar year for vacations from May to August, and no later than August 1 for vacations from September to April

Vacation requests shall be confirmed or denied in writing within three (3) weeks of the receipt of the request. Employees may request changes to their scheduled vacation. Such requests are subject to the operational needs of the Organization shall not be unreasonably denied.

For requests received after April 1 or August 1 as the case may be, the Employer shall consider the request subject to the operational needs of the Organization, and such requests shall not be unreasonably denied.

17.05

Unbroken Vacation Period

If requested by an employee, she shall be entitled to receive her vacation in an unbroken period for a period of up to three (3) weeks, unless otherwise mutually agreed upon between the employee concerned and the Employer. Requests for an unbroken vacation period in excess of three (3) weeks will be discussed with the employee and management and evaluated on a case-by-case basis. The employer may choose to grant the request provided it does not interfere with the

operations of the employer and the services it provides. Requests for an unbroken vacation period in excess of three (3) weeks shall not be unreasonably denied.

17.06

Illness during Vacation

Emergency leave may be substituted for vacation where it can be established by the employee with evidence reasonable in the circumstances that an illness or accident occurred while on vacation. Substituted vacation time will be scheduled upon the employee's return at a mutually agreeable time for the employee and the employer.

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. Such rescheduled vacation will be at a time mutually agreeable for the employee and employer.

17.07

Carry-Over of Vacation

Employees are encouraged to take all of their vacation entitlement in the current year. However, an employee may carry over five (5) days of vacation into the following year. Vacation days carried over must be used by March 31 of the following year.

ARTICLE 18 – EMERGENCY LEAVE

18.01

Emergency Leave Defined

Emergency leave means the period of time an employee is permitted to be absent from work with full pay by virtue of illness, injury or medical emergency or because of illness, injury or medical emergency of a family member as defined in this article.

Emergency leave may be utilized by an employee on that basis of a quarter day, half day, or full day.

18.02

- (a) Full-time Program Employees who have completed their probationary period will be entitled to accrue emergency leave at a rate of one (1) day per month worked to a maximum of twelve (12) days per fiscal year. There is no carry over or pay-out of unused emergency time at the end of the fiscal year.
- (b) Part-time and crisis line relief employees who have completed their probationary period will be entitled to accrue emergency leave at a rate of one (1) day for every 160 hours worked to a maximum of twelve (12) days per fiscal year. There is no carry over or pay-out of unused emergency time at the end of the fiscal year.
- (c) Employees do not accumulate emergency leave when on an unpaid leave of absence.
- (d) Where an employee ceases to be employed prior to using her accrued emergency leave no payment will be made. Where an employee has used all of her emergency leave entitlement and ceases to be an employee prior to the expiration of the fiscal year, the Employer shall be entitled to set off against wages by withholding the equivalent amount from the employee's final pay.
- (e) An employee shall make every effort to give adequate notice of the absence so that it may be covered if necessary. The employee must speak directly to their manager or designate regarding the absence.
- (f) To ensure the operational requirements of the Employer are met, employees shall, if possible, provide five (5) working days' notice to their manager of scheduled non-emergent appointments.
- (g) Accrued emergency leave is used until an employee goes on disability benefits if applicable.

18.03

Proof of Illness

- (a) Following three (3) consecutive days of absence due to illness, injury or medical emergency, an employee will be required to provide a medical certificate certifying that the employee was unable to carry out her duties. If there is a cost to the employee for the medical certificate, or any other requested documents, it will be paid for by the Employer. In the event the employee refuses or does not

provide a medical certificate following three (3) consecutive days of absence, the Employer may request evidence that is reasonable in the circumstances so the employee may utilize her unpaid Personal Emergency Leave entitlement under the Employment Standards Act, 2000.

- (b) If the Employer identifies a noticeable pattern of absenteeism developing or there is reasonable suspicion of abuse of sick leave, it may request a medical certificate. If there is a cost to the employee for a medical certificate or any other documents requested in relation to a noticeable pattern or reasonable suspicion it will be paid for by the Employer. Where the requirement for a medical certificate is exercised, it will not be done in an unreasonable manner.

18.04

Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off.

18.05

Medical Care Leave

Employees shall use accumulated emergency leave credits in order to attend health related appointments and engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

18.06

- (a) An employee may use accumulated emergency leave credits to provide assistance to a family member due to illness, injury, medical emergency or other urgent matter. Family member shall include spouse, brother, sister, parent, step or foster parent of the employee or employee's spouse, child, step or foster child of the employee or employee's spouse, spouse of a child, grandparent, grandchild, step-grandparent, step-grandchild or other relative of the employee who is dependent on the employee for care or assistance.

If the employee is absent for more than three (3) consecutive days, the employee may be required to submit a medical certificate for the family member she cared for. In the event the employee refuses or does not provide a medical certificate following three (3) consecutive days of absence, the Employer may request evidence that is reasonable in the circumstances so the employee may utilize her unpaid Personal Emergency Leave entitlement under the *Employment Standards Act, 2000*.

18.07

Probationary Employees

This article does not apply to probationary employees.

18.08

Float Days

A Full-time employee shall be entitled to two (2) additional paid personal float days per year which may be taken for any reason, including but not limited to those listed in this article, religious reasons, or vacation.

ARTICLE 19 – LEAVE OF ABSENCE

19.01

General Leave

- (a) An employee may apply for a leave of absence without pay after two consecutive (2) years of service. Such request shall be made in writing to the Employer no later than three (3) weeks in advance for a leave of one (1) month or greater and no later than two (2) weeks in advance for a leave of less than one (1) month. The Employer, at its sole discretion, may grant leave of absence without pay to any employee requesting such leave of absence for valid personal reasons upon providing evidence reasonable in the circumstances. If approved, seniority shall be maintained but not accumulated. Vacation time and emergency leave are not accumulated during an unpaid leave. A leave shall only be granted if it does not compromise the services offered by the Organization. Employees on approved leave of absence shall not engage in any gainful employment that is in potential conflict with the organization, as determined by the employer. Potential conflicts

may include but are not limited to another organization that performs the same or similar function as the employer. Such leave is not to be unreasonably denied.

- (b) An employee who is granted an unpaid leave of absence may request another unpaid leave of absence after each work period of two consecutive (2) years or greater. An employee shall give at least four (4) weeks' notice if the employee does not wish to resume her employment at the end of the leave.
- (c) Subject to the terms of the benefits plan, an employee may be allowed to continue enrolment in all employee benefit plans at the employee's own expense while on an unpaid leave of absence.

19.02

Leave for Union Business

- (a) Representatives of the Union shall not suffer any loss of pay, seniority, and benefits when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance meeting with the employer. Such leave must not interrupt the operations of the employer and the services it provides.
- (b) The employer shall pay the wages of up to a maximum of two (2) employees for time spent in direct negotiations with the employer during their regularly scheduled working hours up to a maximum of three (3) days. For time spent in negotiations beyond three (3) days, the Union will reimburse the Employer for the time employees spend in negotiations during their regularly scheduled working hours. The Employer will forward billing for such hours at the conclusion of bargaining.
- (c) The Employer may grant an employee a leave of absence without pay and without loss of seniority to attend a Union function up to a maximum of five (5) days per year per employee. No more than two (2) employees may be on such leave at any given time. Such requests will not be unreasonably denied provided the leave will not interrupt the operations of the Employer and the services it provides. The Union shall make the request at least two (2) weeks in advance of such leave.

19.03

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 shall be granted leave of absence without pay for a period of up to three (3) years. Seniority will be maintained but not accumulated. No more than one (1) employee may be on such leave at a given time and during such time the Union shall be responsible for benefits and WSIB coverage during the leave.

19.04

Bereavement Leave

- (a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), mother, father, sister, brother, grandmother, grandfather, daughter or son, the employee shall be entitled to leave of absence without loss of pay, seniority and benefits for three (3) working days.
- (b) The categories of family members in 19.04 (a) includes family members in-law.
- (c) An employee will only be paid her regular rate of pay for time she was scheduled to work during the bereavement leave.
- (d) Additional unpaid bereavement days may be provided upon request to the Executive Director (or her designate) based on the particular circumstances of the employee including whether out of province or out of country travel is required. Considerations will also include the operational requirements of the organization. Such request will not be unreasonably denied.
- (e) Employees must have completed their probationary period to be eligible for paid bereavement leave.

19.05

Family Medical Leave

- (a) Employees are entitled to Family Medical Leave in accordance with the terms of the *Employment Standards Act*, 2000, as may be amended from time to time.
- (b) The employee shall give the employer two (2) weeks' notice, in writing, of the day upon which she intends to commence Family Medical Leave, unless not possible in the circumstances. Where an employee is not able to provide two weeks' of

notice, she will inform the employer as soon as possible. The employee shall give notice, in writing, of her intention to return to work as soon as possible in the circumstances

- (c) Seniority and service continue to accrue during Family Medical Leave, in accordance with the ESA.
- (d) An employee on Family Medical leave shall have her benefits coverage, if applicable, continued unless the employee elects in writing not to do so.
- (e) An employee returning from a Family Medical Leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position if one exists.

19.06

Pregnancy Leave

- (a) Pregnancy Leave shall be granted in accordance with the *Employment Standards Act, 2000* (ESA). To qualify for Pregnancy Leave, the employee's due date must be at least thirteen (13) weeks after she started employment.
- (b) The employee shall give the employer eight (8) weeks' notice, in writing, of the day upon which she intends to commence her Pregnancy Leave, unless not possible in the circumstances, and provide the employer with a certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur. The employee shall give at least four (4) weeks' of notice, in writing, of her intention to return to work.
- (c) Seniority and service continue to accrue during Pregnancy Leave, in accordance with the ESA.
- (d) An employee on Pregnancy Leave shall have her benefits coverage, if applicable, continued unless the employee elects in writing not to do so.
- (e) An employee returning from a Pregnancy Leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position if one exists.

19.07

Parental Leave

- (a) Parental Leave shall be granted in accordance with the *Employment Standards Act, 2000* (ESA). To qualify for Parental Leave, the employee must have been employed by the employer for at least thirteen (13) weeks before the start of the leave.
- (b) The employee shall give the employer eight (8) weeks' notice, in writing, of the day upon which she intends to commence her Parental Leave, unless not possible in the circumstances. The employee shall give at least four (4) weeks' of notice, in writing, of her intention to return to work.
- (c) Seniority and service continue to accrue during Parental Leave, in accordance with the ESA.
- (d) An employee on Parental Leave shall have her benefits coverage, if applicable, continued unless the employee elects in writing not to do so.
- (e) An employee returning from Parental Leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position if one exists.

19.08

Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or subpoenaed witness in any court for each day of jury duty that falls on their scheduled working day. Where possible while on jury duty, the employee shall report to work during her regularly scheduled hours that she is not required to attend 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.

19.09

Education Leave

Where the employer requires employees to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses. Employees shall suffer no loss of pay, seniority, and benefits when required to take courses to upgrade or acquire new employment qualifications.

19.10

The Parties agree that if an employee uses a leave of absence for a purpose other than that which is intended, it will be subject to the disciplinary process under this agreement.

19.11

Probationary Employees

Article 19 does not apply to Probationary Employees.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01

The wages will be as set out in Schedule "A", attached hereto and forming part of the Collective Agreement. Upon ratification of this Collective Agreement, all employees will be eligible for wages/salaries listed in the 2018 column of Schedule A.

All employees shall receive their annual increment according to said schedule one (1) year after the date of commencement of their permanent employment and each anniversary thereafter.

20.02

Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday based on 26 pay periods per year.

Each employee shall be provided with an itemized statement available online via the Employer's payroll provider.

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.

20.03

Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.04

Payment for Training and Workshops

The Employer agrees to pay employees who are required by the Employer to attend training and workshop sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to overtime provisions in the collective agreement.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01

All regular full-time employees and full-time crisis line employees who have completed three months of continuous service and meet the eligibility criteria of the insurer are entitled to participate in the benefits plan. The current health benefits as set out in the current Employee Benefit Plan Policy will continue in effect.

The benefits are for Extended Health Care, Vision Care, Dental, Short Term Disability, Long Term Disability, Medical Services and Supplies, Professional Services, Life Insurance and Accidental Death and Dismemberment. The Employer agrees to provide current benefit booklets to employees. Copies of the benefits plan will be available to the Union.

21.02

The Employer agrees to pay 100% of the premium cost of all benefits currently in place for all full-time employees eligible to participate in the plan.

21.03

The Employer may at any time substitute another carrier for any plan, provided the benefits are not reduced.

21.04

Eligibility to participate and entitlement under the benefit plan or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts. It is understood that nothing herein shall be construed to make the Employer the insurer of the benefits. It is understood that the Employer's obligation pursuant to this Collective Agreement is limited to paying the premiums for the insurance coverage bargained for and any claim dispute or question with respect to accepting enrolment or honouring claims is a matter exclusively between the Employee and the insurer. The Employer shall make best efforts to assist Employees with respect to disputes that may arise between the Employee and the insurer with respect to enrolment or honouring claims. The terms and conditions of the benefits plan do not form part of this agreement.

21.05

This provision is not applicable to temporary full-time employees, part-time employees, crisis line relief employees and/or probationary employees.

ARTICLE 22 – TECHNOLOGICAL CHANGES

22.01

The Employer will notify the Union at least ninety (90) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees in the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change or other change in the workplace on the employees.

It is agreed that in situations where the Employer is unable to provide the Union with at least ninety (90) days' notice, the Employer shall inform the Union as soon as the information becomes available.

ARTICLE 23 - MISCELLANEOUS

23.01

Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and on which, the Union shall have the right to

post only general communications and/or notices of regular meetings, special meetings, seminars or Union activities.

23.02

Proper Conditions

- (a) A neat, clean and appropriate space, as pursuant to the *Occupational Health and Safety Act*, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- (b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.
- (c) Bargaining Unit Members shall be responsible for general tidiness of their workspaces. The employer, through and subject to the practices of its landlord shall provide cleaning services for the workplace.

23.03

Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective 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 print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

Copies of the Collective Agreement shall be made readily available in the workplace to all bargaining unit members.

23.04

Personnel File

An employee shall have the right to review her personnel file upon giving at least forty-eight (48) hours written notice to their manager. An employee may request copies of any material contained in her personnel file, including without limitation performance evaluations.

Performance evaluations must be filed in an employee's personnel file. Any performance evaluations shall be shown to employees in advance of them being

filed in the personnel file. The employee may add her views to such evaluation before it is filed and shall receive a copy of the evaluation upon request.

ARTICLE 24 - MILEAGE

24.01

Mileage rates paid to employees using their own vehicles on the Employer's business shall be at the rate of fifty cents (\$0.50) per kilometre. In the event that an employee uses public transportation on Employer business, she will be provided with the appropriate fare or she shall be reimbursed in accordance with the Organization's expense procedure.

ARTICLE 25 - TERM OF AGREEMENT

25.01

The term of this Agreement shall be from [date of ratification] to March 31, 2021 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 to the agreement may be made by mutual agreement between the Union and the Employer at any time during the existence of this agreement.

Date:

24/09/2018

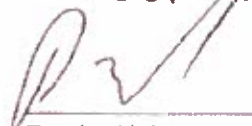


Linda GASIRABO

For the Employer

Date:

05/09/18



Peter Trajanowski

For the Union



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SCHEDULE A – WAGES**Classifications**

Program Classification #1 (N3)	Program Classification #2 (N4)
Liaison Officer (Agente de Liaison FEM'AIDE)	Counselling intervenors (Intervenantes en counseling)
Intervenor for Immigrant & Refugee Women (Intervenante- Femmes Immigrantes et réfugiées)	Community Relations Officer in Prevention & Awareness (Agentes des relations communautaire, Prévention et sensibilisation)
Support officer family court (Agente de soutien à la cour de famille)	Agent – Economic projects (Agente – Projets Économiques)
Employment prep officer (Agente- Préparation à l'emploi)	Intervenor in Transitional Housing Support (Intervenante en appui transitoire et soutien au logement)
Agent- Micro- Finance Project (Agente – Projet Micro-Financement)	

Term of Agreement – Ratification, 2018 – March 31, 2021**Crisis Line**

Years of Seniority	Ratification	April 1, 2019	April 1, 2020
Entry	\$22.24	\$22.46	\$22.68
1	\$22.35	\$22.57	\$22.80
2	\$22.46	\$22.68	\$22.91
3	\$22.57	\$22.80	\$23.02
4	\$22.69	\$22.91	\$23.14
5	\$22.80	\$23.03	\$23.26

Program Classification #1 (N3)

Years of Seniority	Ratification	April 1, 2019	April 1, 2020
Entry	\$23.46	\$23.69	\$23.93
1	\$23.58	\$23.81	\$24.05
2	\$23.69	\$23.93	\$24.17
3	\$23.81	\$24.05	\$24.29
4	\$23.93	\$24.17	\$24.41
5	\$24.05	\$24.29	\$24.53

Program Classification #2 (N4)

Years of Seniority	Ratification	April 1, 2019	April 1, 2020
Entry	\$24.80	\$25.05	\$25.30
1	\$24.92	\$25.17	\$25.42
2	\$25.05	\$25.30	\$25.55
3	\$25.18	\$25.43	\$25.68
4	\$25.30	\$25.56	\$25.81
5	\$25.43	\$25.68	\$25.94

Red Circle

1. Any employee whose wage rate is higher than the wages listed in her respective classification above will be red circled.
2. In the first pay period following April 1, 2019 a red circled employee will receive a lump sum payment equal to 2% of her wages earned from April 1, 2018 to March 31, 2019.
3. In the first pay period following April 1, 2020 a red circled employee will receive a lump sum payment equal to 1.5% of her wages earned from April 1, 2019 to March 31, 2020.