

**COLLECTIVE AGREEMENT**

**between:**

**THE SALVATION ARMY  
SADBURY CENTRE  
(hereinafter sometimes referred to as “the Centre” or “the Employer”)**

**and**

**THE UNITED STEELWORKERS  
(hereinafter sometimes referred to as “the Union”)**

January 13, 2009 to January 12, 2012

Table of Contents

Preamble ..... 1

Article 1 - Purpose ..... 1

Article 2 - Recognition and Scope ..... 1

    2.01 Bargaining Unit Description ..... 1

    2.02 Employee Status ..... 1

    2.03 Bargaining Unit Work ..... 2

    2.04 Contracting Out ..... 2

    2.05 Definitions ..... 2

Article 3 - No Discrimination ..... 3

    3.01 No Discrimination - Human Rights Code ..... 3

    3.02 No Discrimination - Union Activity ..... 3

    3.03 Union Activity ..... 4

    3.04 Sexual Harassment ..... 4

Article 4 - Management Rights ..... 4

    4.01 Management of Service ..... 4

    4.02 Exercise of Rights ..... 5

Article 5 -- No Strikes or Lockouts ..... 5

Article 6 -- Union Security ..... 5

    6.01 Union Dues ..... 5

    6.02 Remittances ..... 5

    6.03 Statement of Information ..... 6

    6.04 Liability ..... 6

    6.05 Income Tax ..... 6

    6.06 New Employees ..... 6

Article 7 - Union Representation ..... 6

    7.01 Stewards and Unit Chairperson– Appointments ..... 6

    7.02 Stewards – Time Away ..... 7

    7.03 New Employees ..... 7

    7.04 Negotiating Committee ..... 7

    7.05 Access to Premises ..... 7

    7.06 Bulletin Boards ..... 8

Article 8 - Grievance Procedure ..... 8

    8.01 Complaint ..... 8

    8.02 Complaint Procedure ..... 8

    8.03 Grievance Step One and Step Two ..... 8

    8.04 Arbitration ..... 9

    8.05 Discharge Grievance ..... 9

    8.06 Policy/Group Grievance ..... 9

    8.07 Access to Files ..... 10

    8.08 Warnings and Representation ..... 10

Article 9 - Arbitration ..... 10

Article 10 - Seniority ..... 11

    10.01 Seniority -- Definition ..... 11

    10.02 Probationary Period ..... 12

    10.03 Seniority List ..... 12

10.04 Deemed Termination .....	12
10.05 Job Posting .....	13
10.06 Lay-off and Recall .....	14
10.07 Resignation .....	14
<u>Article 11 - Leaves of Absence</u> .....	15
11.01 Personal Leave .....	15
11.02 Union Leave.....	15
11.03 Bereavement Leave.....	15
11.04 Jury and Witness Duty.....	16
11.05 Maternity/Adoption/Parental Leave.....	16
11.06 Education Leave and Certification.....	16
11.07 Effect of Absence.....	17
11.08 Emergency Leave.....	17
11.09 Family Leave .....	18
<u>Article 12 - Hours of Work and Overtime</u> .....	20
12.01 Normal Hours.....	20
Counselling Staff .....	20
Counselling Staff -- Weekend and Evening Shifts .....	20
Front Desk - Day Shift.....	20
Front Desk - Afternoon and Evening Shift .....	20
Kitchen Staff -- Cook.....	21
Kitchen Helper - Full-time.....	21
Kitchen Staff -- Kitchen Helper -- Regular Part-time.....	21
Maintenance.....	21
Housekeeping.....	22
Part-time Maintenance, Housekeeping, & Front Desk .....	22
Support Staff, Residential Worker 'A', Residential Worker 'B' (Site #2).....	22
12.02 - Overtime.....	23
12.03 Shift Premium .....	23
12.04 - Call Ins.....	23
12.05 - Work Schedules.....	23
<u>Article 13 – Holidays</u> .....	24
13.01 Recognized Holidays .....	24
13.02 Entitlement.....	24
13.03 Scheduled Work on Recognized Holiday .....	24
13.04 Working on Recognized Holiday.....	24
13.05 Recognized Holiday during Vacation.....	24
<u>Article 14 - Vacations</u> .....	25
14.01 Entitlement.....	25
14.02 Vacation Scheduling .....	25
14.03 Vacation Utilization .....	26
14.04 Part-time Employees.....	26
<u>Article 15 - Health and Welfare Benefits</u> .....	26
15.01 Benefits .....	26
15.02 Benefits: Appendix "B" .....	27
15.03 Continuation of Benefits .....	27

15.04 Retirement Savings Plan: Appendix "C" ..... 27

15.05 New Employees ..... 27

15.06 Employees' and Family Assistance Program ..... 27

15.07 Sick Leave..... 27

    Definition ..... 27

    Statement..... 28

    Medical Verification ..... 28

Article 16 - Miscellaneous ..... 28

    16.01 Collective Agreement ..... 28

    16.02 Employee Mail..... 28

    16.03 Correspondence..... 28

    16.04 Job Descriptions..... 29

    16.05 New or Changes to Classifications ..... 29

    16.06 Pay Days ..... 29

    16.07 Temporary Assignment/Classification Change ..... 29

    16.08 Occupational Health & Safety ..... 29

    16.09 Union Management Committee..... 30

Article 17 – Humanity Fund ..... 30

Article 18 - Duration..... 30

    18.01 Agreement..... 30

    18.02 Amendments To, or Termination Of, This Agreement..... 30

Appendix "A" Salary Scales ..... 32

Appendix "B" Benefits ..... 33

Appendix "C" Retirement Savings Plan ..... 34

## **Preamble**

The parties seek to establish a caring and supportive atmosphere in the Salvation Army Sudbury Centre and agree to support a living and working environment based on mutual respect, which recognizes a long-standing and deep concern for the disadvantaged in society.

## **Article 1 - Purpose**

### ***1.01 General Purpose***

The parties agree that the general purpose of this Collective Agreement is to:

- provide a method of prompt and equitable disposition of disputes arising from the Collective Agreement;
- provide employees with competitive wages, safe working conditions, and fair treatment;
- encourage competitive and efficient operations in keeping with private and public funding needs, contracts, and/or regulations; and
- provide quality service to the community in keeping with the mission statement of the Centre.

It is the duty of the Centre, its employees, and the Union, to cooperate fully towards the advancement of said conditions.

## **Article 2 - Recognition and Scope**

### ***2.01 Bargaining Unit Description***

The Centre recognizes the Union as the sole and exclusive bargaining agent for all of its employees, save and except Managers, Supervisors and persons above the rank of Supervisor, employees of the Family Thrift Store, and persons who serve as volunteers within the historic community service mission of the Centre.

### ***2.02 Employee Status***

Should a dispute arise as to whether a person is an employee for the purposes of the Labour Relations Act, the matter may be submitted, by either party, to the Ontario Labour Relations Board under s 114(2) of the Act, as amended, or to arbitration under this Collective Agreement.

### **2.03 Bargaining Unit Work**

Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit:

- while an employee is on layoff
- if employees who could perform the work are not working their normal working hours, or
- it prevents a part-time employee who could perform the work from working more hours.

This shall not apply in the case of an emergency or instructional situation which may include teaching, individual or group counselling by the Program Supervisor in the Program Department, or when a bargaining unit employee is not available.

### **2.04 Contracting Out**

The Centre shall not contract out work regularly performed by employees in the bargaining unit if there is a resulting reduction in an employee's regularly scheduled hours worked, or if an employee on lay-off would otherwise regularly perform such work. The exception is the current practice of a Centre Service Manager assisting the cook two hours per day.

### **2.05 Definitions**

#### ***a. – Casual/Relief Employee***

A “casual/relief employee” is defined as one who is employed on an “on-call”, as needed basis. These employees are not eligible for any benefits.

#### ***b. – Part-time Employee***

A part-time employee is defined as an employee who regularly works not more than twenty-four (24) hours per week, averaged over a seven (7) week period.

#### ***c. – Temporary Employee***

A temporary employee is defined as including all persons who are hired under time-specific contracts of three (3) months or more, **or** who are replacing employees absent due to illness, injury, leave of absence including maternity/adoption/parental leave. Temporary employees shall be covered by all provisions of the Collective Agreement except for Articles 10, 11, 13 (except as provided by the Employment Standards Act), Article 14 vacations (except as provided by the Employment Standards Act), Article 15, and shall not have the right to grieve their termination at the end of their term. If a

permanent employee occupies a temporary position, he shall retain his permanent status and the right to any benefit as defined in Article 15 herein. **A permanent employee occupying a temporary position shall return to their previously held position at the end of the temporary term.**

*d. - Permanent Employee*

Where the words "permanent employee" are used, they shall mean regular full-time or permanent part-time employees, as applicable.

*e. - Permanent Vacancy*

A permanent vacancy shall be defined as any unfilled position (except those arising from absences due to illness or authorized leaves) where there is work being required to be performed and which is expected to last for more than three (3) months. Exceptions under certain circumstances may be made by the mutual agreement of the parties.

*f. - Temporary Vacancy*

A temporary vacancy shall be defined as a vacancy which is expected to last in excess of three (3) months as a result of an employees absence due to illness, injury, leave of absence including maternity/adoption/parental leave **or time-specific contracts of three (3) months or more.** Temporary vacancies shall be filled in accordance with Article 10.05 e).

*g. - Language and Gender*

Whenever 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 Agreement so indicates.

## **Article 3 - No Discrimination**

### ***3.01 No Discrimination - Human Rights Code***

The Employer, employees, and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.

### ***3.02 No Discrimination - Union Activity***

The Employer and the Union agree that there will be no discrimination or interference, restraint, or coercion, practiced by either of them or by any of their representatives or members with respect to any employee's membership or non-membership in the Union, or with respect to her activity or lack of activity in the Union.

### **3.03 Union Activity**

The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the premises of the Centre during the employee's paid hours except by agreement with the Centre. Union representatives will not be entitled to leave their work during normal working hours to deal with Union matters without first obtaining permission from their immediate supervisor.

The wearing of reasonable union attire will not be considered as promoting official union business.

### **3.04 Sexual Harassment**

Neither party to this Collective Agreement condones sexual harassment by any employee, whether in the bargaining unit or not. Allegations of sexual harassment shall be handled in accordance with The Salvation Army Personnel Policy on Employment Related Harassment, which allows for access to the applicable Human Rights Commission.

## **Article 4 - Management Rights**

### **4.01 Management of Service**

The Union acknowledges that it is the exclusive right and function of the Centre to manage the Service and all its programs in all respects and in accordance with its rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and without restricting the generality of the foregoing:

- a. To hire employees, determine their qualifications and assign and direct their work, to promote, demote, transfer, lay off, recall to work, and return employees; to set the standards of productivity, the services to be rendered;
- b. To reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to determine the amount and forms of compensation of employees;
- c. To maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down or relocate the Centre's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Centre;



- d. To introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Centre; to issue, amend and revise policies, reasonable rules, regulations, and practices.

#### **4.02 Exercise of Rights**

All functions concerning the managing and operation of the Centre's business shall remain solely with the Employer, except as specifically limited by the express provisions of this Agreement.

### **Article 5 -- No Strikes or Lockouts**

#### **5.01 Strikes or Lockouts**

The Union agrees that during the term of this Agreement, it will not authorize or condone, and will take every step possible to immediately cease any unlawful interruption, work stoppage, or strike by Employees. The Centre agrees that it will not illegally lockout employees. The terms "strike" and "lockout" shall bear the meaning given in the Ontario Labour Relations Act, R.S.O. 1980, as amended.

### **Article 6 -- Union Security**

#### **6.01 Union Dues**

The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, as the case may be, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

#### **6.02 Remittances**

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083, Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Area Coordinator, USW, **128 Pine Street, Suite #301**, Sudbury, Ontario, P3C 1X3.

### **6.03 Statement of Information**

The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b. A list of the names of all employees from whom no deductions have been made and reasons;
- c. This information shall be sent to both Union addresses identified in Article 6.02 in such form as shall be directed by the Union to the Company.

### **6.04 Liability**

In consideration of the deducting and forwarding of Union dues by the Centre, the Union agrees to indemnify and save the Centre harmless against any and all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

### **6.05 Income Tax**

The Centre agrees to print the amount of union dues deductions paid by each employee for the previous calendar year on the employee's Income Tax Receipt.

### **6.06 New Employees**

When a new employee begins employment, Management agrees to introduce such employee to the Union Unit Chairperson and Union Steward.

## **Article 7 - Union Representation**

### **7.01 Stewards and Unit Chairperson– Appointments**

The Centre acknowledges the right of the Union to have two (2) stewards, one of whom shall be the Unit Chairperson, plus one (1) alternate steward for the purpose of representing Employees in the handling of complaints and grievances.

The Union agrees that at no time shall any more than two (2) appointed and/or elected representatives be employees working in the same Department. Furthermore, other than for the purpose of negotiating a renewal of this collective agreement, management maintains the right to only release one representative from any given department for

Union duties in response to any given request where releasing two representatives from the same department would require the Centre to incur additional costs or lose revenue, or where sufficient service cannot be provided.

The Union shall provide to the Centre, in writing, the names of the Unit Chairperson/Steward, Steward and alternate Steward, and from time to time, any changes made thereto prior to any such Steward or alternate actually commencing Union responsibilities with the Employer.

### ***7.02 Stewards – Time Away***

It is agreed that Stewards and alternate have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of problems arising from the administration of this Collective Agreement. Subject to the operational requirements of the Centre and its programs, permission to take time shall not be unreasonably withheld. Stewards shall not suffer any loss of pay for time spent during their regular working hours while performing the duties as set forth in this Article.

### ***7.03 New Employees***

The Centre will on the hiring of a new employee, provide the employee a letter, with a copy to the Unit Chairperson, setting out the employee's classification and salary level.

### ***7.04 Negotiating Committee***

The Centre agrees to recognize and deal with a Negotiating Committee of not more than two (2) employee representatives, of which one will be the Unit Chairperson, who shall be regular employees of the Centre in the bargaining unit, along with a representative of the International Union, and/or local Union for the purpose of negotiating a renewal of this Collective Agreement. Such time spent by Members of the Negotiating Committee representing the Employees during otherwise normal working hours shall be with pay to a maximum of two days per representative.

### ***7.05 Access to Premises***

The Centre agrees to give a representative of the Union, or Local Union, access to the Centre for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Centre, which shall not be unreasonably withheld, and provided it does not unduly interfere with the Service, and subject to Article 3.03 above.

### **7.06 Bulletin Boards**

The Centre agrees to provide bulletin boards **at Site #1 and Site #2** for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union and Unit Chairperson (who shall be responsible for its content), and such notices will be in keeping with the spirit and intent of this Agreement. Prior to posting notices, the Union representative involved will seek the concurrence of Management as to the content and nature of the notice.

## **Article 8 - Grievance Procedure**

### **8.01 Complaint**

It is the mutual desire of the parties hereto that any complaint between an employee and the Centre with respect to the application, interpretation, or alleged violation of this Agreement shall be raised and dealt with as quickly as possible.

### **8.02 Complaint Procedure**

It is generally understood that an employee has no complaint or grievance until she has first given her immediate Supervisor the opportunity of considering her complaint. Such complaint shall be discussed with her immediate Supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred, or ought reasonably to have come to the attention of the employee. If the complaint is not settled within seven (7) calendar days following the discussions with the Supervisor, it shall be taken up as a grievance in the following manner and sequence:

### **8.03 Grievance Step One and Step Two**

#### **Step One**

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to her immediate Supervisor, providing that the grievance is submitted within seven (7) calendar days of the time the Supervisor provided a reply or should have provided an answer as per clause 8.02, whichever occurs first. The grievance shall identify the nature of the grievance, the provisions of this Agreement, which are alleged to have been violated, and the remedy, which is sought. The immediate Supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her.

Failing settlement at Step One above, then:

### Step Two

If the decision of the immediate Supervisor is not satisfactory, the written grievance may be submitted to the Executive Director within seven (7) calendar days of the answer being given in Step One, or when the answer should have been given. The Executive Director or his designate shall hold a meeting with the Steward within seven (7) calendar days of the submission of the grievance. The grievor and/or the immediate supervisor shall be present at this meeting if so requested by either party. The Executive Director or his designate shall provide the Unit Chairperson with an answer to the grievance in writing within seven (7) calendar days of that meeting.

### **8.04 Arbitration**

If final settlement of the grievance is not reached at Step Two, the grievance may be submitted in writing by either party to Arbitration as provided in Article 9 below, at any time within thirty (30) calendar days after the answer is given at Step Two or after the answer should have been given, whichever occurs first.

### **8.05 Discharge Grievance**

The termination of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director or his designate at Step Two above within seven (7) calendar days following the date on which notice of the discharge was issued. Article 8.03, Step Two above would then apply in this case.

In the event that Article 8.04 above is triggered, it is agreed that an Arbitrator may resolve such grievance by:

- a) confirming the management's action in dismissing or suspending the employee;  
or
- b) reinstating the employee with full, partial or no compensation for time lost, and with or without benefits and seniority.

### **8.06 Policy/Group Grievance**

A grievance arising directly between the Centre and the Union concerning the interpretation, application or alleged violation of this Agreement, or which covers identical grievances of a number of employees, shall be originated at Step No. Two within seven (7) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an individual employee which such

employee could have instituted and the regular grievance procedure shall not be thereby bypassed. In the case of a Management Grievance, the grievance shall be presented to the Unit Chairperson in writing.

### **8.07 Access to Files**

Employees may request access to view their personnel file by submitting a request, in writing, to the Executive Director or Designate. Upon receipt of it, the Director shall schedule a date within three working days time for such review in the presence of the Employer and an appropriate Union Representative, if so requested by the employee.

### **8.08 Warnings and Representation**

All warnings, suspensions and disciplinary notations shall be removed from an employee's personnel file after eighteen (18) months from the date of the last warning, suspension or disciplinary notation received provided the employee has been 'discipline-free' for the required stated period. An employee may not claim that she has been discipline free for any more than the above-required periods if such is not the case.

At a meeting at which the Centre intends to impose formal discipline, the employee is entitled to be represented by a Union steward should the employee wish.

## **Article 9 - Arbitration**

### 9.01

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such grievance may be submitted to Arbitration as hereinafter provided. If no written request for Arbitration is received within thirty (30) calendar days after the decision under Step No. Two is given, the grievance shall be deemed to have been abandoned.

### 9.02

All agreements reached under the Grievance Procedure between the Employer and the Union will be final and binding upon the Employer and the Union, and the Employees. When either party requests that any matter be submitted to Arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement and at the same time, provide suggestions for Arbitrators. Within ten (10) calendar days thereafter, the other party shall provide suggestions for an Arbitrator.

9.03

If they are unable to agree upon such an Arbitrator within a period of thirty (30) calendar days from the deadline for submission of suggested arbitrators, either party may then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

9.04

No matter may be submitted to Arbitration that has not been properly carried through all requisite steps of the Grievance Procedure.

9.05

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.06

The proceedings of the arbitration will be expedited by the parties hereto and the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

9.07

Each party shall bear its own cost and the fees, lost income and expenses, of its own witnesses or representatives. It is understood that employees participating in the process for any reason beyond Step 2 shall not be paid wages for any such time. All fees and costs of the Arbitrator and associated meeting costs for the arbitration hearing shall be equally shared by the parties.

## **Article 10 - Seniority**

### ***10.01 Seniority -- Definition***

Seniority is defined as the length of continuous service a regular employee has established with the Centre and shall accrue from the most recent date the regular employee entered the employ of the Centre. Seniority shall be the governing principle in the case of layoff, recall from layoff, selections in vacancies (including promotions and transfers within the bargaining unit), and vacation scheduling, providing that in each case the relevant specific required criteria as stipulated in the collective agreement are met.

### **10.02 Probationary Period**

- a. Newly hired employees shall be considered to be on probation for a period of three (3) calendar months from day of last hire. If retained after probationary period, the employee shall be credited with seniority back to her date of last hire. The termination of an employee during her probationary period shall not be the subject of a grievance or arbitration.
- a. i) Part-time employees **at Site #1** shall accumulate seniority on the basis of hours worked. All provisions governing part-time employees shall be proportionately translated into hours worked formula for part-time on the basis of one (1) year equaling 1,950 hours, e.g. the probationary period for part-time employees shall be **488** hours worked.  
  
ii) Part-time employees **at Site #2** shall accumulate seniority on the basis of hours worked. All provisions governing part-time employees shall be proportionately translated into hours worked formula for part-time on the basis of one (1) year equaling **2,080** hours, e.g. the probationary period for part-time employees shall be **500** hours worked.
- b. Both full-time and part-time employees are covered by the terms of this Collective Agreement, unless the terms specifically express otherwise.

### **10.03 Seniority List**

There shall be a seniority list for all full-time employees who have completed their probationary period and a separate seniority list for all part-time employees who have completed their probationary period. Such lists shall be maintained by the Centre. Every six (6) months the lists shall be revised and a copy posted on the Centre's bulletin board referred to under Article 7.06 of this agreement. A copy of the seniority lists shall also be sent to the Union.

### **10.04 Deemed Termination**

An employee's seniority shall be nullified or lost under the following conditions:

- a. if the employee quits;
- b. if the employee is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- c. if the employee has been absent due to layoff for a period of twenty-four (24) calendar months;



- d. if the employee has been absent for her scheduled work, without a reason satisfactory to the Centre, for a period of five (5) consecutive calendar days;
- e. if the employee is absent due to illness or disability for a period of twenty-four (24) calendar months. An employee shall not be terminated under this clause where the circumstances conflict with the provisions of the Human Rights Code or the Workers' Safety and Insurance Board Act;
- f. if the employee fails to report for work after a layoff within seven (7) calendar days after the date of recall notice sent by registered letter to the employee's last address known to the Centre.

### **10.05 Job Posting**

- a. Where a vacancy occurs in a classification in the bargaining unit **as defined in Article 2.05 e) and f)**, or a new classification which falls within the bargaining unit is created by the Centre, such vacancy shall first be posted for a period of seven (7) consecutive calendar days. Employees may apply for the posted positions during the posting period. Where no internal qualified candidates exist in accordance with the criteria stipulated in this agreement, Management may proceed to seek external candidates.
- b. In filling vacancies as identified in Article 2.05(b) above and making transfers or promotions among Employees, the Employer will first consider qualifications, experience, skill and ability. In the event the qualifications, experience, skill and ability, of the applicants are relatively equal in the judgment of the Centre, Seniority with the Centre shall govern.
- c. Any successful internal applicant shall be placed on trial for a period of forty-five (45) calendar days. Conditional on adequately performing the job during this trial period, the employee shall be declared permanent in this job. Where, in the judgement of the Centre or the employee, the successful applicant cannot adequately perform the normal requirements of the job during the trial period, she shall be returned to her former position at her original salary level prior to her unsuccessful appointment and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions will either be left in their new position or returned to her former position and salary level without loss of seniority.
- d. The Centre shall post the name of the successful applicant to a posting, if any, within seven (7) calendar days of making a selection
- e. **In filling such vacancies, the Centre's selection will be on the basis of the criteria set out in Article 10.05 (b). In the event a temporary vacant position is not filled at the completion of the posting procedure, the temporary vacancy may be filled at the discretion of the Centre.**

### **10.06 Lay-off and Recall**

- a. Lay-off shall be made on the basis of seniority providing that the employee retained has the qualifications, which includes experience, skill and ability to maintain the required level of service within the program with no additional training other than basic orientation.
- b. Employees on lay-off shall be recalled in the order of seniority provided that the employee can perform the available work with no additional training other than basic orientation.
- c. The Centre shall provide such written notice of lay-off to the Union and to employees as is required by the Employment Standards Act.
- d. An employee who has been given a notice of lay-off may elect to do the following:
  - accept the lay-off; or
  - displace an employee who has less Bargaining Unit seniority where the employee has the qualifications, experience, skill and ability to perform the work and requires no additional training other than basic orientation. It is also understood that wherever possible, the employee doing the displacing may elect to displace an employee with the least seniority in order that the least amount of disruption will occur in the Centre.

The employee shall indicate to the Executive Director, in writing, which of the aforementioned options she wishes to exercise within seven (7) calendar days from the date the notice of lay-off was received. The employee shall identify the eligible employee with less seniority that she wishes to displace.

Any employee displaced by the above procedure shall have the right to displace an employee with less seniority in the Bargaining Unit where the employee has the skill and ability to perform the work and requires no additional training other than basic orientation.

### **10.07 Resignation**

In order to maintain efficient client service, an employee is encouraged to provide four (4) weeks or more notice of resignation. When such notice is impossible, the employee shall provide no less than two (2) weeks notice of resignation.

## **Article 11 - Leaves of Absence**

### ***11.01 Personal Leave***

Written request for a personal leave of absence without pay will be considered on an individual basis by the Centre provided it is submitted at least fourteen (14) calendar days in advance to insure consideration. A written reply will be given within seven (7) calendar days or earlier in cases of emergency. Such leave shall not be unreasonably withheld.

To qualify for leaves of absence as stipulated above, the Employee must have completed six calendar months of employment with the Centre.

An employee, who extends an agreed to leave of absence, unless she obtains agreement of the Employer, will forfeit her seniority and be deemed to have terminated her employment.

It is expressly understood that no benefits except as hereinafter provided shall accrue to, or be paid to an employee, on leave of absence that incorporates unpaid time.

Employees who are on leave of absence will not engage in gainful employment while on such leave unless with the written consent of the Employer, and if an employee does engage in gainful employment while on such leave without written consent, she will forfeit her seniority and be deemed to have terminated her employment.

A standard Leave of Absence form is to be used for processing such Leaves.

### ***11.02 Union Leave***

The Centre agrees to grant leave(s) of absence without pay for Union Business to Local Union Officers, Stewards, Joint Health and Safety Committee Representatives to attend schools, conventions or conferences, or to perform any kind of work for, or assistance to, the Union. The Union agrees to provide as much notice as possible, but no less than seven (7) calendar days, of a request for such leave. It is understood, however, that the cumulative total leave of absence granted under this section, shall not exceed forty (40) working days in any calendar year, save and except elected officials representing employees in negotiations, whose leaves for bargaining meetings shall not be counted toward the accumulative annual total. Requests for additional leave will not be unreasonably denied.

### ***11.03 Bereavement Leave***

- a. An employee who notifies the Centre as soon as possible following a death in the employee's immediate family will be granted three (3) consecutive calendar days off work without loss of her regular pay from her regularly scheduled hours including, the day of the funeral, but not beyond, in order that the employee may make the

arrangements for and/or attend the funeral of a member of her immediate family. "Immediate family" shall mean parent, spouse, sibling, child, grandchild, **grandparent**, parent-in-law, and son- or daughter-in-law.

- b. One (1) working day without loss of regular pay will be granted for Bereavement Leave in the event of the death of a spouse's sibling.
- c. One additional day will be granted with pay if travel to and from the funeral combined requires more than one (1) day.
- d. Only that portion of any days granted under this Article that would otherwise have been normal time worked will be paid.

#### ***11.04 Jury and Witness Duty***

If an employee is summoned to serve as a juror in any court of law, or is subpoenaed to appear as a witness in a court proceeding in which the Crown is a party, the Employee shall not suffer any loss of her earnings because of such attendance during her regularly scheduled working hours provided that the employee:

- a. Notifies the Centre immediately on the Employee's notification that she will be required to attend court;
- b. Presents proof of service requiring the Employee's attendance; and
- c. Deposits with the Centre the full amount of compensation received excluding kilometreage, travelling and/or meal allowance, as well as an official receipt where available.

Where the Employee's attendance is not required for the whole day, she shall return to work immediately upon her release from court duty.

#### ***11.05 Maternity/Adoption/Parental Leave***

Maternity/Adoption/Parental Leaves shall be granted in accordance with applicable relevant legislation.

#### ***11.06 Education Leave and Certification***

- a. Where the Centre instructs an employee to attend a seminar or conference directly related to the Centre's programs, it shall provide leave of absence for such employee, without loss of pay from her regularly scheduled working hours, to attend such seminars and conferences. In addition, the Centre shall pay the fees for such seminar and conference, and any travel expenses incurred by the employee, subject to terms and conditions pre-authorized by the Centre. Shift

workers attending such programs will be compensated for attendance during an off shift at straight time rates to a maximum of their normal shift.

- b. Leave of absence with or without pay, for the purpose of taking educational courses directly related to the work of the Centre may be granted at the sole discretion of the Executive Director and subject to any budgetary constraints and/or pre-agreed to conditions. The Union supports the principle of its members' responsibility for their own professional development. The Centre recognizes its role in providing such staff development and training, as it deems appropriate.
- c. Where an employee is required to be certified to perform work for the Centre, and where a certification to perform work for the Centre is provincially legislated, and the Centre specifically has agreed that it wants that Employee certified in a specialty agreed to with the Centre, the Centre will assume costs for employees pursuing professional certification including application fees and annual mandatory membership.

#### **11.07 Effect of Absence**

- a. Where any approved leave of absence without pay exceeds forty-five (45) working days, other than for an employee receiving W.S. I. B. benefits, the Centre's contributions towards the provision of benefits shall cease. Employees on such leave shall have the right to continue participating in such benefits for which they are eligible provided that they assume the full responsibility of the cost of such premiums and that the National Plans in effect allow such provision. **Also, during the period of absence, credit for seniority shall be suspended and not accrue.**
- b. It is understood that during any approved leave of absence not exceeding forty-five (45) working days, other than for an employee receiving W.S. I. B. benefits, both seniority and service will accrue. During a leave of absence without pay exceeding forty-five (45) working days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended. Under such circumstance, the benefits concerned will be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly, upon her return to work. In addition, the employee will have been paying for the full cost of all subsidized employee benefits in which the employee participates for the period of absence in accordance with clause (a) above.

#### **11.08 Emergency Leave**

Notwithstanding any other entitlement to leaves under this Collective Agreement, an employee will also be entitled to Emergency Leave as per the Employment Standards Act, Ontario as follows.

An Employee shall be entitled to ten (10) unpaid emergency leave days for the purpose of addressing:

- (a) A personal illness, injury or medical emergency;
- (b) The death, illness, injury or medical emergency of an individual as it applies to the Employee's spouse, parent, step-parent or foster parent of the Employee or the Employee's spouse; child, step-child or foster child of the Employee or the Employee's spouse; grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse; the spouse of a child of the employee; the Employee's brother or sister and a relative of the Employee who is dependent on the Employee for care or assistance.

If an employee takes only part of a day as Emergency Leave, it shall count as a full day of leave.

An employee must inform the Employer that she shall be taking an Emergency Leave of absence. If an employee has to begin an Emergency Leave before notifying the Employer, the employee must inform the Employer as soon as possible.

An Employer is allowed to ask an employee to provide proof that she is eligible for an emergency leave of absence.

#### *11.09 Family Leave*

Notwithstanding any other entitlement to leaves under this Collective Agreement, an employee will also be entitled to Family Leave as per the Employment Standards Act, Ontario as follows:

- (a) The employer shall grant Family Medical Leave to full-time, part-time, or contract employees who will be providing care or support to a family member who has a serious medical condition and is in significant risk of dying.
  - i) Family Medical Leave is unpaid leave for a period of eight (8) weeks in a twenty six (26) week period.
  - ii) Family Medical Leave can last up to eight (8) weeks and must be taken in full week periods, not in days.
  - iii) The employee may not remain on a leave after the week in which the family member's death occurs, or in any event, after the twenty six (26) week period referred to in the medical certificate.
- (b) Under the Employment Insurance Act, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a

significant risk of death within twenty six (26) weeks and who requires care and support from one or more family members.

- (c) Family Member" includes: employee's spouse (includes common law or same sex spouse); a parent, stepparent or foster parent of the employee; a child, stepchild or foster child of the employee or the employee's spouse.
- (d) An employee who intends to take a Family Medical leave shall:
  - i) provide written notice to the employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
  - ii) the employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of 26 weeks.
- (e) The employer shall:
  - i) continue to pay the employer's share of the premiums to certain benefits (i.e., RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
  - ii) include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all collective agreement entitlements.
  - iii) reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- (f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- (g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further EI benefits would be a matter to be determined by the federal Employment Insurance Commission).
- (h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is

independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

## **Article 12 - Hours of Work and Overtime**

### ***12.01 Normal Hours***

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

#### ***Counselling Staff***

- a. The normal daily hours of work shall be seven and one-half (7.5) hours exclusive of a one-half (0.5) hour unpaid meal period.
- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.
- c. The normal work week shall be thirty-seven and one-half (37.5) hours.

#### ***Counselling Staff -- Weekend and Evening Shifts***

Employees designated these shifts on a regular basis, shall work a schedule as pre-approved by their supervisor which shall equate to thirty-seven and one-half (37.5) hours per week.

#### ***Front Desk - Day Shift***

- a. The normal daily hours of work shall be seven and one-half (7.5) hours exclusive of a one-half (0.5) hour unpaid meal period.
- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.
- c. The normal work week shall be thirty-seven and one-half (37.5) hours.

#### ***Front Desk - Afternoon and Evening Shift***

- a. The normal daily hours of work shall be eight (8) hours, inclusive of a one-half (½) hour paid meal period where such employees are expected to remain on duty and responsible for being on the job;



- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors;
- c. The normal work week shall be 40 hours.

### ***Kitchen Staff -- Cook***

- a. It is understood that Employees in the Cook Classification will work a shift schedule of four (4) consecutive days of twelve (12) hours each providing that such day is not a Saturday, Sunday, or Statutory Holiday in which case it shall be ten and one-half (10.5) hours each, followed by four (4) consecutive days off, regardless of the day of the week. The normal daily hours of work shall be as above, inclusive of two (2) half (½) hour meal periods, of which one is paid for. It is understood that Management will designate which of the two meals is the paid one and employees will be required to remain on the site during that period.
- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors

### ***Kitchen Helper - Full-time***

- a. The normal daily hours of work shall be eight (8) hours, exclusive of a half (0.5) hour unpaid meal period.
- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.
- c. The normal work week shall be forty (40) hours.

### ***Kitchen Staff -- Kitchen Helper -- Regular Part-time***

- a. The normal daily hours of work shall be ten and one-half hours (10.5) inclusive of a one-half (0.5) hour unpaid meal period, Saturday, Sunday, and all Statutory Holidays.
- b. Employees shall be entitled, subject of the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.

### ***Maintenance***

- a. The normal daily hours of work shall be seven and one-half (7.5) hours exclusive of a one-half (0.5) hour unpaid meal period.

- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.
- c. The normal work week shall be thirty-seven and one-half (37.5) hours.

### ***Housekeeping***

- c. The normal daily hours of work shall be seven and one-half (7.5) hours exclusive of a one-half (0.5) hour unpaid meal period.
- c. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.
- c. The normal work week shall be thirty-seven and one-half (37.5) hours.

### ***Part-time Maintenance, Housekeeping, & Front Desk***

- b. The normal daily hours of work shall be seven and one-half (7.5) hours, exclusive of a one-half (0.5) hour unpaid meal period, every Saturday, Sunday, and Monday, plus Thursdays at 12:01 am. to 8:00 am.
- b. Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes of each half-day. The scheduling of meal periods and relief periods shall be determined by Supervisors.

### ***Support Staff, Residential Worker 'A', Residential Worker 'B' (Site #2)***

- a. **The normal daily hours of work shall be eight (8) hours inclusive of a one-half (0.5) hour paid meal period.**
- b. **Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half day. The scheduling of meal periods and relief periods shall be determined by Supervisors.**
- c. The normal work week shall be forty (40) hours.

### **12.02 Overtime**

- a. Overtime shall be defined as all approved work time in excess of forty (40) hours per week.
- b. All overtime must be pre-approved by the Supervisor and/or the Executive Director, prior to it being worked. In emergency situations, where the Supervisor or Executive Director is not readily available, the employee may use her discretion as to whether or not to continue working, and any approval for this time spent as overtime must be obtained from the Supervisor and/or the Executive Director on the next working day.
- c. Overtime shall be compensated at the rate of one and one-half hours for each overtime hour worked.
- d. The Centre shall maintain a record of worked overtime.
- e. An employee may opt to accumulate Earned Days Off (instead of payment for overtime) to a maximum amount of five (5) days. Earned Days Off must be taken by the employee within sixty (60) days from the date accumulated. The scheduling of Earned Days Off shall be by mutual agreement between the employee and the Centre and an employee's request to take Earned Days Off shall not be unreasonably withheld.

### **12.03 Shift Premium**

An employee whose shift commences between the hours of 9:00 p.m. and 5:00 a.m. shall be paid premium of \$0.50 per hour for each hour worked during that shift.

### **12.04 Call Ins**

**When a call in opportunity occurs, the employee who has the fewest scheduled hours for the week shall be called first in order to distribute hours as equitable as possible.**

### **12.05 Work Schedules**

**In addition to the Centre posting the work schedule in the workplace, the Centre shall send the work schedule to employees by e-mail no later than seven (7) calendar days prior to the end of each month. Employees are responsible to provide the Centre with a current e-mail address for this purpose.**

## **Article 13 – Holidays**

### ***13.01 Recognized Holidays***

The following shall be recognized holidays:

New Year's Day, **Family Day**, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.

Should any of the above days fall on a weekend, either the Friday before the weekend, or the Monday following the weekend shall be scheduled as the holiday, at the discretion of the Executive Director.

### ***13.02 Entitlement***

Subject to Article 13.03 below, a full-time regular employee shall be entitled to receive a recognized holiday off with pay in the amount of her regular straight time earnings.

### ***13.03 Scheduled Work on Recognized Holiday***

**In scheduling employees to work on any of the Recognized Holidays, the Centre shall give preference to full-time employees in order of seniority, prior to scheduling part-time employees for the available work.**

### ***13.04 Working on Recognized Holiday***

Where a permanent employee works on a recognized holiday, such employee shall receive time and one-half for each hour worked on the holiday, plus straight time for all hours that they otherwise would have worked if this were not a holiday. Otherwise, the employee who does not work on that day shall only receive payment at the regular rate of pay for that day.

### ***13.05 Recognized Holiday during Vacation***

Should a recognized holiday fall during an employee's vacation, the employee may apply in advance of her vacation to take such day(s) at a time mutually agreed to and approved by the Executive Director. Should no mutual agreement be reached, the extra day(s) will be added to the vacation being booked. Such request shall not be unreasonably withheld.

## **Article 14 - Vacations**

### **14.01 Entitlement**

Full-time employees shall receive vacation with pay on the following basis:

- a) employees who have completed less than one (1) year full-time employment with the Centre shall be entitled to vacation as provided in the Employment Standards Act;
- b) employees who have completed one (1) year or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of two (2) weeks with pay;
- c) employees who have completed two (2) years or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of three (3) weeks with pay;
- d) employees who have completed **eight (8)** years or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of four (4) weeks with pay; and
- e) employees who have completed **fifteen (15)** years or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of five (5) weeks with pay; and
- f) **employees who have completed twenty (20) years or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of six (6) weeks with pay.**
- g) **employees who have completed twenty-five (25) years or more of full-time continuous service with the Centre as of their anniversary date shall be entitled to a vacation in the year following of seven (7) weeks with pay.**

### **14.02 Vacation Scheduling**

The Centre shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the Centre, provided that all requests for vacation shall be submitted by March 15<sup>th</sup> of each year for that calendar year. Vacation requests for periods between January 1 and March 30<sup>th</sup> must be submitted at least two weeks prior to the requested vacation start date. All vacation scheduling shall be done on a Unit by Unit basis. Vacation schedules shall be posted by April 15<sup>th</sup>.

In the case of conflicting vacation requests within a Unit, seniority in the Centre shall govern, provided however, that an employee may exercise such seniority only once in a calendar year, and only where the requests are submitted by the dates set by the Agency for scheduling vacations.

It is understood that any vacation time off during the month of December shall be by exception only for extra-ordinary circumstances and solely at the discretion of Management without establishing precedence.

#### **14.03 Vacation Utilization**

An employee must use her vacation days by December 31<sup>st</sup> of each current year. Vacations will not be carried over into a new year. Exceptional circumstances will be considered on a case by case basis at the sole discretion of the Executive Director.

#### **14.04 Part-time Employees**

Regular part-time employees earn vacation on a pro-rated basis calculated at the appropriate percentage in accordance with the time entitlement. The Centre shall pay the vacation pay owed to regular part time employees on the first pay day in January of each year or at some other time provided the employee submits a request in writing to the Centre no later than December 1 of the previous year.

Casual part-time employees shall receive vacation pay earned on each payday.

### **Article 15 - Health and Welfare Benefits**

#### **15.01 Benefits**

The Employer agrees to provide benefits in accordance with the terms of the employer's benefit plan as it may be amended or supplemented from time to time by the Employer in its absolute discretion, and the Employer accepts that the benefits in effect at the time of ratification will form the minimum benefits available to employees under this plan.

Existing benefits will be paid for by the Employer as follows:

- Life Insurance, 100% of premiums
- Accidental Death & Dismemberment, 100% of premiums
- Long Term Disability, 20% of premiums
- Health & Dental, 100% of basic single coverage premiums, plus where applicable, 75% of the difference in premiums between basic single coverage and either the basic couple coverage or the basic family coverage, as applicable; all additional coverage beyond the basic plans will be paid for by the Employee

**15.02 Benefits: Appendix "B"**

The benefits described in the Plan documents shall form part of this Collective Agreement as Appendix "B" for information only and the parties understand it is not negotiable during the term of this agreement. Furthermore, it is agreed that the benefits shall not be reduced during the term of the Agreement without the consent of both parties.

**15.03 Continuation of Benefits**

"In the case of absence from work without pay beyond 30 consecutive calendar days, benefits will cease unless paid for in full, in advance, by the employee."

**15.04 Retirement Savings Plan: Appendix "C"**

The benefits described in the Plan documents shall form part of this Collective Agreement as Appendix "C" for information only and the parties understand it is not negotiable during the term of this agreement. Furthermore, it is agreed that the benefits shall not be reduced during the term of the Agreement without the consent of both parties.

**15.05 New Employees**

New employees will be entitled to the above benefits after completing three (3) months of continuous employment.

**15.06 Employees' and Family Assistance Program**

An Employee and Family Assistance Program is provided in accordance with the National Salvation Army plan (see Taking Care booklet) and the Union recognizes that the Army has the right to amend it without materially changing its value, but not to eliminate it.

**15.07 Sick Leave****Definition**

Sick leave shall be provided to employees suffering from illness/sickness or non-work related injury (which cause the employee to be prevented from attending work) in accordance with the terms of the Employer's National Sick Leave Policy. Each employee shall be permitted to accumulate a maximum of **eighty-five (85)** accumulated days. It is understood by the parties that "sick leave credits" have no other value except for the purposes stated above.

- a) Full-time employees shall earn sick leave credits at the rate of one (1) day per month of employment.

- b) Part-time employees shall earn sick leave credits at the rate of one (1) day for every twenty-two (22) days worked.

#### Statement

Each employee shall receive a statement of the balance of her credits in the Bank at the beginning of each calendar year.

#### Medical Verification

- a. The parties recognize that the Centre may require medical verification of any illness in excess of three consecutive scheduled (3) working days long-term.
- b. The Employer reserves the right to request medical substantiation for any sick leave absence, of a repetitive pattern either in the form of a doctor's certificate or an independent medical examination after the Initial Letter of Concern. The Employer will cover the associated costs.

#### Disability

Sick credits shall be neither accumulated nor drawn out when an employee is on long-term disability.

### **Article 16 - Miscellaneous**

#### ***16.01 Collective Agreement***

The cost of printing the Collective Agreement in a mutually agreeable manner and form will be shared equally by the Centre and the Union.

#### ***16.02 Employee Mail***

Any mail addressed to employees at the Centre shall be deemed to be business correspondence and may be opened or intercepted by the Administration, Staff or Management if necessary in order to expedite the business and/or services of the Centre. An exception to this shall be mail that is clearly marked "personal" or "to be opened by addressee only" or "personal & confidential".

#### ***16.03 Correspondence***

Correspondence between the Centre and the Union regarding the Collective Agreement shall be addressed to the appropriate staff representative of the Union with a copy to the Unit Chairperson.



#### **16.04 Job Descriptions**

The Centre shall provide the Union with job descriptions for all jobs in the bargaining unit. Prior to implementing any changes to existing job descriptions, the Centre shall make the Union aware of such changes verbally and receive its input.

#### **16.05 New or Changes to Classifications**

If the Centre establishes a new classification or makes changes to existing classifications in the bargaining unit, the Centre shall advise the Union of the new classification or the changes to existing classifications and the rate established. If requested, the Centre agrees to meet with the Union to discuss the wage rate. Where the Union does not agree with the rate established by the Centre, a grievance may be filed at Step Two of the Grievance Procedure within seven (7) calendar days of the meeting to discuss the rate. If the matter is not resolved through the Grievance Procedure, it may be referred to Arbitration pursuant to the procedure set out in this Collective Agreement, it being understood that any Arbitration Board shall be limited to establishing a rate based on the relationship existing amongst the other classifications in the bargaining unit and the duties and responsibilities of the classification involved.

#### **16.06 Pay Days**

Employees shall be paid the salary rates set out in the attached Appendix "A".

#### **16.07 Temporary Assignment/Classification Change**

An employee assigned to perform the required duties of another classification within the bargaining unit shall receive the greater of her own rate of pay or the rate of the other classification which represents the next increase over her current rate, provided such assignment is at least four hours in one day.

#### **16.08 Occupational Health & Safety**

The Centre and the Union shall maintain an Occupational Health and Safety Committee consisting of one member elected or appointed by the Union and one member appointed by the Centre. The general duties of this Committee shall be to enforce the provisions of the Occupational Health and Safety Act of Ontario and:

- a) to make a monthly inspection of the workplace,
- b) to check for unsafe practices, and
- c) to receive and act upon complaints and recommendations with respect to these matters.

**16.09 Union - Management Committee**

A mutually agreed to, Union-Management Committee will meet quarterly at the request of either party. Agenda items will be provided to the other party at least seven (7) calendar days in advance of the meeting.

**Article 17 – Humanity Fund**

The Centre agrees to deduct on a weekly basis, the amount of not less than one cent (1¢) per hour from the wages of all employees in the Bargaining Unit for all hours worked and, prior to the fifteenth (15<sup>th</sup>) day of the month following, to pay the amount so deducted to the “Humanity Fund” and to forward such payment to the United Steelworkers of America National Office, Suite 700, 234 Eglinton Avenue, East, Toronto, Ontario M4P 1K5 and to advise, in writing, both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

**Article 18 - Duration****18.01 Agreement**

This agreement shall continue in effect until **January 12, 2012** and shall remain in effect unless either party gives the other party written notice of termination or desire to amend the Agreement.

**18.02 Amendments To, or Termination Of, This Agreement**

- a. Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.
- b. If notice of amendment or termination is given by either party, the other party agrees to commence meeting for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

*Signed at Sudbury, Ontario, the      day of                      , 2009*

**FOR THE EMPLOYER:**

**FOR THE UNION:**

*/s/ David Carey* \_\_\_\_\_

*/s/ Gerry Loranger* \_\_\_\_\_

*/s/ Jean Moulton* \_\_\_\_\_

*/s/ Perry Kayes* \_\_\_\_\_

*/s/ Paul Goodyear* \_\_\_\_\_

*/s/ Rene Trudeau* \_\_\_\_\_

## Appendix "A" Salary Scales

<b><i>Classification</i></b>	<b><i>Effective Jan. 13, 2009</i></b>	<b><i>Effective Jan. 13, 2010</i></b>	<b><i>Effective Jan. 13, 2011</i></b>
<b>Counsellor</b>	<b>\$17.95</b>	<b>\$18.49</b>	<b>\$19.05</b>
<b>Program Liaison</b>	<b>\$17.95</b>	<b>\$18.49</b>	<b>\$19.05</b>
<b>Case Manager</b>	<b>\$17.95</b>	<b>\$18.49</b>	<b>\$19.05</b>
<b>Administration Liaison</b>	<b>\$15.40</b>	<b>\$15.86</b>	<b>\$16.34</b>
<b>Residential Worker 'A'</b>	<b>\$13.97</b>	<b>\$14.39</b>	<b>\$14.82</b>
<b>Cook</b>	<b>\$13.16</b>	<b>\$13.55</b>	<b>\$13.96</b>
<b>Residential Worker 'B'</b>	<b>\$12.94</b>	<b>\$13.33</b>	<b>\$13.73</b>
<b>Support Staff</b>	<b>\$11.81</b>	<b>\$12.16</b>	<b>\$12.52</b>
<b>Cook's Helper</b>	<b>\$11.15</b>	<b>\$11.48</b>	<b>\$11.82</b>
<b>Maintenance</b>	<b>\$11.15</b>	<b>\$11.48</b>	<b>\$11.82</b>
<b>Housekeeping</b>	<b>\$11.15</b>	<b>\$11.48</b>	<b>\$11.82</b>
<b>Desk</b>	<b>\$11.15</b>	<b>\$11.48</b>	<b>\$11.82</b>

### **Notes:**

The rate of pay for casual part-time employees and probationary employees shall be ninety percent (90%) of the rate of pay for the corresponding permanent position.

## **Appendix "B" Benefits**

(Attachment or photocopy of entire Benefits Plan Package)

## **Appendix "C" Retirement Savings Plan**

(Attachment or photocopy of entire Retirement Savings Plan brochure)