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COLLECTIVE AGREEMENT

**BETWEEN:**

**BIRTH CONTROL AND VENEREAL DISEASE  
INFORMATION CENTRE, INC.**

and:

**UNITED STEEL WORKERS OF AMERICA  
(on behalf of its Local 8300)**

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the Parties and to set forth the conditions of employment to be observed by the Centre and the Union.

**ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Centre recognizes the Union as the sole and exclusive bargaining agent for all its employees working in Metropolitan Toronto, save and except the Board of Directors and person above the rank of Board of Directors.
- 2.02 Persons, whether employed by the Centre or from outside, who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit except in cases of instruction or in emergency when regular employees are not available.
- 2.03 Should any of the present operations be moved to a location(s) outside of the boundaries of Metropolitan Toronto, this Agreement shall be extended to cover such location(s).
- 2.04 The Centre shall not contract out work which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in a loss of job opportunities in the bargaining unit.

**ARTICLE 3 - FREEDOM FROM DISCRIMINATION**

- 3.01 Every employee has the right to equal treatment by the Centre with respect to all aspects of the exercise of managerial authority by the Centre, which equal treatment shall be without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, political affiliation, sex, record of criminal offenses, age, marital status, family status, handicap, sexual preference, and membership or office in the Union.

**ARTICLE 4 - FREEDOM FROM RACIAL HARASSMENT IN THE WORKPLACE**

- 4.01 The Centre shall maintain a working environment which is free from racial harassment.
- 4.02 In the event the arbitrator concludes that Section 4.01 has been breached by the Centre, the arbitrator may direct that the aggrieved employee not be required to continue to work in proximity to any supervisor or bargaining unit employee found to have engaged in any sexual harassment conduct and the arbitrator may direct that the Centre pay the aggrieved employee compensation for all losses flowing from and reasonably connected to the racial harassment conduct complained of.
- 4.03 For the purposes of this clause, "racial harassment" means engaging in a course of comment or conduct that is known or ought reasonably to be known to be

unwelcome where such comment or conduct consists of words or action by the Centre, supervisor, or a co-worker in the bargaining unit, which disrespect or cause humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

- 4.04 Upon receipt of a letter of complaint from a bargaining unit employee (the complainant) complaining of any incident or racial harassment conduct involving another bargaining unit employee (the respondent) and where the letter includes the signature of the Union's Racial Harassment Complaints Counsellor (hereinafter the "RHCC"), a person designated by the Union to implement the Union's policy against racial harassment in the workplace, the Centre, shall forthwith refer the letter of complaint to a Racial Harassment Investigator (hereinafter the "RHI") who shall be directed to make a non-binding recommendation to the Centre within three weeks of the Centre's receipt of aforesaid letter.
- 4.05 The letter from the bargaining unit employee referred to in 4.04 shall be treated confidentially by the Centre.
- 4.06 The expenses of the RHI shall be borne by the Centre. The RHI shall be some one designated by District 6 United Steelworkers of America.
- 4.07 The report of the RHI shall be delivered to Centre, the Union, the RHCC, the complainant and the respondent.
- 4.08 Neither the RHI nor the RHCC shall be a compellable witness at any arbitration proceeding between the Centre and the Union and the Parties agree not to seek to have either give evidence at any arbitration hearing between the Parties.
- 4.09 In any arbitration case arising out of or relating to racial harassment conduct, where an arbitrator finds that racial harassment has occurred, the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to the his/her seniority.

#### ARTICLE 5 - FREEDOM FROM SEXUAL HARASSMENT IN THE WORKPLACE

- 5.01 The Centre shall maintain a working environment which is free from sexual harassment.
- 5.02 In the event that the arbitrator concludes that Section 1.1 has been breached by the Centre, the arbitrator may direct that the aggrieved employee not be required to continue to work in proximity to any supervisor or bargaining unit employee found to have engaged in any sexual harassment conduct and the arbitrator may direct that the Centre pay the aggrieved employee compensation for all losses flowing from and reasonably connected to the sexual harassment conduct complained of.
- 5.03 For the purposes of this clause, sexual harassment means:

- (1) unwanted sexual attention which may be of a persistent nature or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (2) implied or expressed promise of reward for complying with a sexually oriented request; or
- (3) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (4) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

5.04 Upon receipt of a letter from a bargaining unit employee complaining of any incident of sexual harassment conduct, and where the letter includes the signature of the Union's Sexual Harassment Complaints Counsellor (hereinafter the "SHCC"), a person designated by the Union to implement the Union's policy against sexual harassment in the workplace, the Centre shall forthwith refer the letter to a Sexual Harassment Investigator (hereinafter the "SHI") who shall be directed to make a non-binding recommendation to the Centre within three weeks of the Centre's receipt of the aforesaid letter from the bargaining unit employee.

5.05 The letter from the bargaining unit employee referred to in 5.04 shall be treated confidentially by the Centre.

5.06 The expenses of the SHI shall be borne by the Centre.

5.07 The report of the SHI shall be delivered to the Centre, forthwith upon receipt thereof, shall forward a copy to the local Union and the employee who forwarded the letter of complaint in section 5.04. The report shall be treated confidentially, insofar as is possible, at all times, by the Centre and the Union.

5.08 Neither the SHI nor the SHCC shall be a compellable witness at any arbitration proceeding between the Centre and the Union and the Parties agree not to seek to have either give evidence at any arbitration hearing between the Parties.

5.09 In any arbitration case arising out of or relating to sexual harassment conduct, where an arbitrator finds that sexual harassment has occurred the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to the his/her seniority.

#### ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the centre, subject to the terms of this Agreement to hire, promote, transfer, layoff, suspend or otherwise discipline and

discharge any employee for just cause, subject however, to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

- 6.02 The Union further recognizes the right of the Centre, subject also to the terms of this Agreement to operate and manage the affairs of the Centre, in all respects and to maintain order and efficiency. The Centre also has the right to make and alter, reasonable rules and regulations to be observed by its employees, such rules and regulations shall not be inconsistent with the provisions of this Agreement.

#### ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Centre agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes of its members.
- 7.02 No employee shall be required to cross any picket line that has not been declared illegal by the Ontario Labour Relations Board.

#### ARTICLE 8 - UNION SECURITY

- 8.01 The Centre agrees that all employees shall become and remain members of the Union as a condition of their continued employment.
- 8.02 The Centre shall deduct from the pay of each member of the bargaining unit, weekly, such Union dues, fees and assessment as prescribed by the Constitution of the Union.
- 8.03 The Centre shall remit the amounts so deducted, prior to the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.
- 8.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- 8.05 The Union agrees to indemnify and save the Centre harmless against 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.
- 8.06 The Centre agrees to record total Union dues deductions paid by each employee on his/her T-4 Income Tax receipt.

#### ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Centre acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 9.02 The Centre agrees to recognize two (2) Union Stewards.

- 9.03 The Centre shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 9.04 The Centre agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees and Local Union Chairperson.
- 9.05 The Centre and the Union agree that reasonable time spent on grievance handling may be conducted during working hours at no loss of pay. Permission must be obtained from the Centre. Such permission will not unreasonably be withheld.
- 9.06 If an authorized representative of the Union, who is not employed by the Centre, wants to speak to local Union representatives about a grievance or other official business, he shall advise the Centre or his designated representative in advance who shall then call the local Union representative to an appropriate place where they may confer privately. This right is subject to the reasonable availability of the employee and is not to be abused.
- 9.07 The Local Union Chairperson and stewards shall be allowed reasonable amounts of time during working hours with pay to attend to legitimate Union business pursuant to this Collective Agreement. Permission must be obtained from the Centre. Such permission will not be unreasonably be withheld.
- 9.08 The Centre agrees to make a bulletin board available to the Union for notices relating to Union matters.

#### ARTICLE 10 - NEGOTIATING COMMITTEE

- 10.01 The Centre agrees to recognize and deal with a negotiating committee of not more than two (2) employees who shall be regular employees of the Centre along with representatives of the International Union.
- 10.02 The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 10.03 The Centre and the Union agree that time spent in the negotiation of renewals of this Agreement up to the commencement of a strike or lock-out shall be paid for by the Centre.
- 10.04 The Centre agrees to allow the negotiating committee one (1) day off with pay, at a mutually selected time, to prepare its proposals for a renewal of the Collective Agreement.

#### ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Centre with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.

- 11.02 Any member of the unit who may have a grievance may discuss it privately with a Steward and may telephone the Union office for an opinion on the merits of the grievance.
- 11.03 The member shall raise the grievance at the next meeting of the Centre.
- 11.04 If amicable discussion at such meeting fails to resolve the grievance, the member shall put it in writing and submit copies to the Union and the Centre within fourteen (14) calendar days.
- 11.05 Within twenty-one (21) calendar days of such written grievance, a grievance committee will meet to attempt to settle the grievance.
- 11.06 The grievance committee shall consist of two (2) members appointed by the Union and two (2) members appointed by the Centre. Reasonable requests by the grievors shall be taken into consideration in choosing grievance committee members.
- 11.07 If no decision is reached satisfactorily to the grieving party, the grieving party may proceed to arbitration following the procedure laid out in Article 12.
- 11.08 Policy Grievances
- (a) The Union or the Centre shall have the right to initiate a policy grievance or a grievance of a general nature.
  - (b) The Union or the Centre shall notify the other Party of the grounds of the dispute and nominate two (2) members to a grievance committee.
  - (c) The respondent shall within seven (7) calendar days of such notice, allow the grievance or notify the grieving party of its nominees.
  - (d) The grievance committee shall meet within a further fourteen (14) calendar days to attempt to resolve the grievance.
  - (e) If no decision is reached satisfactory to the grieving party, the grieving party may proceed to Arbitration following the procedure laid out in Article 12.

#### ARTICLE 12 - ARBITRATION

- 12.01 When either Party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to this Agreement.
- 12.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators.
- 12.03 The panel of arbitrators under this Agreement shall be:  
  
Daniel J. Baum



Lita-Rose Beicherman  
Owen Shime  
Peter Warran

- 12.04 The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration. Should any Arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him/her, then he/she shall be passed over to the next in line.
- 12.05 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 12.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 12.07 The decision of the Arbitrator shall be final and binding on the Parties.

#### ARTICLE 13 - DISCHARGE AND DISCIPLINARY ACTION

- 13.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within ten (10) working days after the employee receives notice that he has ceased to work for the Centre or returns to work after a suspension as the case may be.
- Such special grievance may be settled by:
- (a) confirming the management's action to discharge or suspend the employee, or
  - (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
  - (c) any other arrangement, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 13.02 An employee who has been dismissed without notice, shall have the right to interview his/her Union Steward, for a reasonable period of time, before leaving the workplace.
- 13.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, or in writing, with a copy given to the Union, and all such notices shall be withdrawn from the employee's file after a period of six (6) calendar months from date of issue.
- 13.04 Justice & Dignity

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An employee whom the Centre suspends or discharges or whom it contends has lost his/her seniority under Article 14.03 shall be retained at or returned to active work until any grievance concerning such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

Notwithstanding, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if his/her alleged cause for suspension, discharge or termination presents a danger or hazard to the safety (such as that caused, for example by the use of alcohol or drugs) of employees or equipment in the Centre due to fighting, theft, concerted refusal to perform their assigned work.

If the arbitrator upholds the suspension or discharge or break in service of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive but indicate how various types of issues will be handled.

#### ARTICLE 14 - SENIORITY

**14.01** Seniority, as referred to in this Agreement shall mean length of continuous service in the Bargaining Unit and shall prevail within a job classification. Seniority, qualifications, skills and ability shall be applied in determining preference for filling of Job Postings, Vacation, Layoffs and Recall and as set out in other provisions of this Agreement.

**14.02** Probationary Employees.

An employee shall not have any seniority, and shall be considered as a probationary employee until he/she shall have attained seniority status by actually working a total of one hundred and thirty (130) days within any consecutive one hundred and ninety (190) day period; providing that if an employee shall be off work and receiving Workers' Compensation, but such period shall in no event be exceeded for a period exceeding ninety (90) days.

**14.03** Until a probationary employee shall attain seniority status as hereinbefore provided, his/her name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list.

**14.04** Seniority shall be accumulated during:

- (1) absence due to layoff, sickness or accident, up to a maximum of 24 months
- (2) authorized leave of absence up to a maximum of 24 months.

**14.05** An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

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- (1) if the employee voluntarily quits.
- (2) if the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement.
- (3) if the employee is laid off and fails to return to work within five (5) days after he/she has been notified so to do by the Centre by registered mail to his/her last known address (a copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the five (5) day period will commence only after the employee has become aware of his/her recall.
- (4) if the employee has been on layoff for a period of more than thirty-five (35) consecutive weeks.
- (5) if an employee is absent without permission for three (3) consecutive working days, without notifying the Centre, unless he/she has a reasonable excuse for failing to notify.

14.06 The Local Union Chairperson will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. Such Union list shall contain the employees job classification, current rate of pay and the employees latest address on file with the Centre.

14.07 Notice of Layoff

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given two (2) weeks notice in writing in advance of the date of layoff or pay in lieu thereof. Layoff shall only take place at the end of the employee's shift on a Friday.
- (b) The Local Union Chairperson shall be notified in advance of the names of any employees slated for layoff and the expected duration of same.

14.08 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should employees decide to return to the bargaining unit or are returned by the Centre during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee. This provision will apply once only for an employee.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Employees will be allowed a leave of absence without pay to attend to personal and family responsibilities, family emergencies, care for a newborn or adopted

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child or to care for a family member suffering from a catastrophic or terminal illness.

**15.02** Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business will be granted a leave of absence by the Centre. The Union will notify the Centre in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave.

**15.03** Paid Educational Leave

The Centre agrees to pay lost wages for Union leaves up to a maximum of ten (10) days per contract year for the purpose of attending Union Educational Seminars.

**15.04** The Centre agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Centre as provided for elsewhere in the Agreement, and the Union shall reimburse the Centre for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.

**15.05** The Centre agrees to grant an employee leave of absence without pay for up to two (2) years to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.

**15.06** In cases of pregnancy, employees may be granted leave of absence without pay, upon entering the sixth (6th) month of pregnancy and continuing up to twelve (12) months following delivery. During the period in which the employee is receiving U.I.C. Maternity benefits, the Centre will pay the employee the difference between the U.I.C. benefit and 95% of their salary. The Centre will pay the employee receiving maternity benefits their full weekly salary for the two-week interim period prior to Unemployment Insurance benefits coming into effect.

The Centre agrees that it will extend such period of leave either before or after delivery upon receipt of medical evidence supporting the need for such additional leave.

**ARTICLE 16 - PAY ON DAY OF INJURY**

**16.01** Employees who are injured at work and who are unable to continue at their jobs or at other work considered suitable shall be paid the wages and benefits the employees would have earned for the day on which the injury occurred as though the injury had not occurred.

**ARTICLE 17 - JURY AND WITNESS DUTY**

**17.01** An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness

subpoenaed by the Crown. Provided that the employee shall reimburse the Centre to the full amount of jury pay or witness fees excluding the expense allowance received by him/her.

#### ARTICLE 18 - SAFETY AND HEALTH

18.01 The Centre agrees to make every reasonable effort to provide safe and healthful conditions of work for its employees.

#### ARTICLE 19 - BEREAVEMENT PAY

19.01 The Centre agrees that when an employee is absent from work due to death in the immediate family, he will be granted three (3) days leave with pay. In the event that travel is required beyond a distance of 300 miles, the Centre will grant two (2) extra days' leave with pay. Immediate family is deemed to mean spouse, or spousal equivalent, son, daughter, mother, father, step-father, step-mother, sister, brother, brother or sister-in-law, mother or father-in-law, grandparents, or grandchildren.

19.02 In cases where an employee is required to act as the prime organizer in the case of the death of a member of the employee's immediate family, two (2) additional days leave with pay will be granted.

#### ARTICLE 20 - PAID HOLIDAYS

20.01 The Centre will observe the following paid holidays:

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

(a) One (1) additional day to be used as a floater and such day to be determined by mutual agreement.

(b) Should one of the above statutory holidays fall on a Saturday or Sunday, another day shall be observed as the holiday by mutual agreement between the Parties.

20.02 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

20.03 To be eligible for holiday pay, the employee must work on his/her last scheduled work day immediately preceding or immediately following the holiday, but not both, unless the employee was unable to work because of illness or accident, leave of absence, or layoff, and such absence began not more than ten (10) working days prior to the day on which the holiday is observed.

- 20.04 The employee shall be required to supply proof of any accident or illness if requested by the Centre.
- 20.05 When any of the holidays are observed during an employee's scheduled vacation period he/she shall receive holiday pay as provided in Clause 20.02 above and shall be granted an additional day off.
- 20.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of double time in addition to holiday pay.

#### ARTICLE 21 - VACATION WITH PAY

- 21.01 All employees with one (1) year of service are entitled to four (4) weeks vacation pay accumulated on a basis of one (1) week per every three (3) months worked. All employees with five (5) years of service are entitled to six (6) weeks vacation with pay.

#### ARTICLE 22 - SALARIES

- 22.01 The Centre agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

#### 22.02 Payment of Salaries

The Centre agrees that all employees shall be paid on a weekly basis.

#### 22.03 New or Changed Jobs

The Centre agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate they shall install the new rate proposed by the Centre and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.

#### ARTICLE 23 - HOURS OF WORK AND OVERTIME

- 23.01 The Centre will be open:

Monday	7 hours (10:00 a.m. - 5:00 p.m.)
Tuesday	9 hours (10:00 a.m. - 7:00 p.m.)
Wednesday	7 hours (10:00 a.m. - 5:00 p.m.)
Thursday	10 hours (10:00 a.m. - 8:00 p.m.)
Friday	7 hours (10:00 a.m. - 5:00 p.m.)

- 23.02 Any hours worked in excess of forty (40) hours per week will be compensated with lieu time at the rate of 1.5 hours for every hour worked.

#### ARTICLE 24 - INSURANCE, WELFARE BENEFITS AND PENSIONS

- 24.01 The Centre agrees that during the term of this Agreement they will provide the Insurance-Welfare Benefits as set out in Schedule "B" attached hereto and made part of this Agreement, for all employees and their eligible dependents and same-sex partners.
- 24.02 The Centre further agrees that all eligible employees shall be covered by the terms of the Centre Pension Plan as set out in Schedule "C" attached hereto and made part of this Agreement.
- 24.03 The Centre further agrees that all eligible employees be granted seven (7) personal days with pay per year.

#### ARTICLE 25 - SEVERANCE PAY

- 25.01 The Centre will pay three (3) weeks severance pay for each completed year of unbroken service (and 1/12th of a three week's pay for each completed month in an incomplete year) to employees who are permanently laid off or terminated. Severance pay will be based on the employee's regular straight time salary. To be eligible for severance pay, the employee must have completed three (3) years service. The employee shall receive the greater of Severance Pay under this clause or the Employment Standards Act, but not both. This clause does not apply if an employee is offered work elsewhere by the Centre.

Severance Pay as referred to in this Agreement shall be deemed to be in "trust" thereby protecting this benefit in the event of bankruptcy or insolvency.

#### ARTICLE 26 - HUMANITY FUND

- 26.01 The Centre agrees to deduct on a weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America, National Office, 234 Eglinton Ave., E., Toronto, Ontario, M4P 1K7, 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.
- 26.02 The first "Humanity Fund" deduction as aforesaid shall be for the fifth week following ratification of this Agreement.
- 26.03 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Centre and the local union of the employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks following ratification of this Agreement or at any time thereafter.

#### ARTICLE 27 - TERMINATION

- 27.01 This Agreement shall become effective on the 1st day of January 2005<sup>CC 20</sup>AD, and shall continue in effect up to and including the 31st day of December, 2007<sup>TA.D.</sup>A.D.
- 27.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 27.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.
- 27.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.
- 27.05 All employees shall accrue full wages and benefits retroactive as agreed to for all paid hours, including overtime hours.

Duly Executed by the Parties hereto this 14<sup>th</sup> day of DECEMBER  
2004 A.D.

SIGNED ON BEHALF OF CENTRE

*Debra J. ...*

SIGNED ON BEHALF OF THE UNION

*Carole Egan*



**SCHEDULE A**

**WAGES AND JOB CLASSIFICATIONS**

1. ADMINISTRATIVE COORDINATOR
2. CLINIC NURSE (COORDINATOR)  
CLINIC NURSE
3. HEALTH EDUCATOR/COUNSELLOR

AS OF JAN 1, 2005  
\$46,694.00

JAN 1, 2006  
\$48,895.00

JAN 1 2007  
\$49,538.00

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SCHEDULE BBENEFIT PACKAGE AND PENSION

The Centre agrees to provide the following insurance benefits without premium costs to all employees and their eligible dependants.

Ontario Health Insurance Plan  
Life Insurance - Yearly salary  
Dependant Life - \$10,000  
Long Term Disability - 66 & 2/3 of salary  
Prescriptions 100%  
Dental Plan 100%

- Probationary employees shall receive immediate coverage.

- In case of discharge, the employee coverage will cease at the end of the month in which the employee was discharged.

- Employees off work because of sickness or accident, shall have their premiums paid for the above plans for the period of their accident or illness.

Sick Pay

An employee shall receive one and one-half (1-1/2) days of sick leave for each month worked. This can be accumulated year to year, but any unused portion will not be paid to an employee upon termination of employment. An employee on receipt of Short Term Disability from U.I.C. will receive salary in addition to insurance monies up to the amount of regular pay.

The Centre will pay employees their full weekly salary for the two week interim period prior to Unemployment Insurance coming into effect.

**SCHEDULE C**

**PENSION**

**\$3200 WILL BE CONTRIBUTED YEARLY TO AN RRSP FOR 2005**  
**\$3300 WILL BE CONTRIBUTED YEARLY TO AN RRSP FOR 2006**  
**\$3400 WILL BE CONTRIBUTED YEARLY TO AN RRSP FOR 2007**

**IF THE EMPLOYEE HAS WORKED AT LEAST SIX (6) MONTHS OF THAT YEAR**

**THE COLLECTIVE AGREEMENT RUNS FROM JANUARY 1, 2005 THROUGH  
DECEMBER 31, 2007.**