

COLLECTIVE AGREEMENT

BETWEEN

CENTRE JUBILEE CENTRE

- and -

UNITED STEELWORKERS LOCAL 9350

Effective 1 April 2015 to 31 March 2018

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish mutually acceptable conditions of employment to be observed by the Centre, the Union, and the employees in the bargaining unit, and to provide an acceptable method for the prompt settlement of differences arising from this Collective Agreement.

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 in the City of Timmins, save and except supervisors and persons above the rank of supervisor, Clinical Supervisor, Director of Resource Development, and Executive Secretary.

- 2.02 (a) "Full-time employee" is defined as an employee who is regularly scheduled to work the normal full-time hours referred to in Article 12.01(c).
- (b) "Part-time employee" is defined as an employee who works less than the normal full-time hours referred to in Article 12.01(c).
- (c) "Casual Relief Employee: is defined as an employee who is not regularly scheduled, who does not commit to be available for work on a regular basis and who may elect to work or not when asked to do so.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination - Human Rights Code

The Centre and the Union agree that there will be no discrimination practised by either of them, their employees, or members against any employee on the basis of a prohibited ground of discrimination as defined in the Human Rights Code except where such status places the individuals in a conflict of interest. This provision will not apply to programs which require such preferences as may be permissible under the Human Rights Code.

- 3.01 (a) Neither party to this Collective Agreement condones any form of harassment/discrimination by any employee, whether in the bargaining unit or not. Both parties agree to co-operate fully in the investigation of any allegation of harassment/discrimination.

3.02 No Discrimination - Union Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practice by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of the employee's 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 employees' working hours except by agreement with the Centre. This provision shall not apply to informal discussions during lunch period or rest periods.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Centre, and that it is the exclusive right and function of the Centre to generally manage the service and all its programmes in all respects and in accordance with its rights and obligations, in accordance with its sole and exclusive discretion and judgment, except as expressly modified or restricted by a specific provision of the 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 retire employees; to set the standards of productivity, the services to be rendered;
- (b) To reprimand, suspend, discharge, or otherwise discipline employees, provided that a claim by an employee, who has completed the employee's probationary period, that the employee has been discharged or disciplined without just cause may be the subject of a grievance; to determine the number of employees to be employed;
- (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 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 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, rules, regulations and practices.

The Centre's failure to exercise any right, prerogative, or function hereby reserved to it, or the Centre's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Centre's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Centre agrees that it will not cause or direct any lockouts of employees, and the Union agrees that it will not authorize, cause, direct, or condone any illegal strike of its members. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1990, as amended.

ARTICLE 6 - UNION SECURITY

6.01 It shall be a condition of employment that every new, rehired or recalled bargaining unit employee shall pay union dues, initiation fees and assessments currently in effect under the Union's Constitution.

6.02 The Centre shall deduct from the pay of each member of the Bargaining Unit such bi-weekly union dues, fees and assessments as prescribed by the Constitution of the Union.

6.03 All dues initiation fees and assessments as prescribed by the Union 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 United Steelworkers, PO Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K7, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 which will also be sent to the Area Coordinator, USW, 66 Brady Street, Sudbury, ON P3E 1C8

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

- A) A list of names of all employees from whom dues were deducted and the amount of dues deducted;
- B) A list of names of all employees from whom no deductions have been made and reasons therefore;
- C) This information shall be sent to both Union Addresses identified herein in such form shall be directed by the Union to the Company.

The Union agrees to indemnify and save harmless the Company against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article. The Company agrees to print the amount of total dues deductions paid by each employee for the previous calendar on the Income Tax Forms.

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

ARTICLE 7 - UNION REPRESENTATION

7.01 Stewards

- (a) Centre acknowledges the right of the Union to appoint or otherwise select one steward, for the purpose of representing employees in the handling of complaints and grievances.
- (b) The Union shall notify the Centre of the names of stewards and any changes made thereto.
- (c) The Centre shall introduce each new employee to the Union representative within the first week of such employee commencing their probationary period.

- 7.02 The parties agree that stewards 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 the Collective Agreement and shall be without loss of pay. Subject to the operational requirements of the Centre and its programmes, permission to take time shall not be unreasonably withheld.

7.03 Negotiating Committee

- (a) The Centre agrees to recognize and deal with a Negotiating Committee of not more than one employee who has completed the probationary period, along with a representative of the International Union, for the purpose of negotiating a renewal of this Collective Agreement.
- (b) The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiating the renewal of this Collective Agreement.
- (c) The member of the Negotiating Committee shall not lose the employee's regular

straight time earnings for attending at negotiation meetings with the Centre during the employee's regularly scheduled working hours up to the time that an application for conciliation is made.

7.04 Access to Premises

The Centre agrees to give authorized staff representatives of the 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. Such representatives shall have such access only with the approval of the Centre, which shall not be unreasonably withheld and provided it does not unduly interfere with the service.

7.05 Union-Management Committee

- (a) There shall be a Union-Management Committee consisting of two representatives of the Union and two representatives of the Centre.
- (b) The Committee shall meet on a quarterly basis or at the request of either party to discuss matters of concern. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda as far in advance as possible, but no later than one week before the meeting. The Chair of the Committee shall alternate between a Union member and a Centre member.
- (c) The purpose of the Union-Management Committee is to discuss items of mutual concern to management and staff outside of the Collective Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement, nor to deal with any matter which is the subject of a grievance.
- (d) Employee members of the Union-Management Committee shall suffer no loss of earnings for attending meetings of the Committee during their regularly scheduled hours. If not scheduled to work the member will be paid at their regular straight time hourly rate of pay.

7.06 Health and Safety

- (a) The Centre and the Union agree that, in accordance with the applicable legislation, they mutually desire to maintain standards of health and safety at Jubilee Centre in order to prevent accidents, injury, and illness.
- (b) The Union agrees to select or appoint one Health and Safety Representative

from amongst its membership. The Centre agrees to select or appoint one Health and Safety Representative from management.

- (c) The Health and safety representatives shall identify situations that may be a source of danger or hazard to workers and make recommendations to the Executive Director or designate for the improvement of the health and safety of workers. Meetings for this purpose shall be held quarterly or as required, at such times as mutually agreed upon by both parties or as designated by management.
- (d) The Health and Safety Representative shall be paid for the aforementioned meeting time at the appropriate hourly rate of pay for attendance at such meetings.
- (e) The Union agrees to endeavour to obtain full cooperation of its membership in the observation of all safety rules and practices.
- (f) In the event of a sudden, traumatic event or client death during or soon after treatment at the Centre, the Centre shall explore appropriate measures including counselling to affected employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 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 adjusted as quickly as possible.
- 8.02 It is generally understood that an employee has no complaint or grievance until the employee has first given the employee's immediate supervisor or designate the opportunity to adjust the employee's complaint by providing the supervisor or designate with the nature of the complaint or grievance including date(s) and circumstance(s) giving rise to the complaint and the provision(s) of this Agreement which are alleged to have been violated and the remedy which is sought. Such a complaint shall be discussed with the employee's immediate supervisor or designate within seven calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled within seven calendar days of the discussions with the supervisor or designate, it shall be taken up as a grievance in the following manner and sequence:

Step One

Within seven calendar days of the discussions with the employee's supervisor or designate in the complaint stage, the employee, who may be accompanied by a steward if the employee wishes, may submit a written grievance signed by the employee to the employee's immediate supervisor or designate. The grievance shall identify the nature of the grievance, the provisions of the agreement which are alleged to have been violated and the remedy which is sought. The immediate supervisor or designate will deliver the supervisor's decision in writing within seven calendar days following the day on which the grievance was presented to the supervisor. Failing settlement, then:

Step Two

If the decision of the immediate supervisor or designate is not satisfactory, the grievance may be submitted to the Executive Director or designate within seven calendar days of the answer being given in Step One, or when the answer should have been given. The Executive Director or designate shall hold a meeting with the steward and International Representative, within seven calendar days of the submission of the grievance. The grievor shall be present at this meeting, if so requested by either party. The Executive Director or designate shall provide the Union with an answer to the grievance in writing within seven calendar days of the meeting.

8.03 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 below, at any time within 14 calendar days after the answer is given in Step Two, or after the answer should have been given.

8.04 **Group Grievance**

Where two or more employees have grievances which are sufficiently common that they may be conveniently dealt with together, the grievances may be presented at Stage Two within seven calendar days after the occurrence of the events giving rise to the grievances subject to all applicable provisions under the grievance Procedure.

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 the employee's probationary period, that the employee 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 designate at Step No. 2 within 14 calendar days following the date on which notice of the discharge was issued.

A Board of Arbitration may resolve such grievance by:

- (a) Confirming the management's actions in dismissing or suspending the employee; or
- (d) Reinstating the employee with full, partial or no compensation for time lost, and with or without benefits and seniority; or
- (c) Any other arrangement which is just and equitable in the circumstances.

8.06 Warnings

- (a) All warnings and disciplinary notations, with the exception of those relating to harassment or violence in the workplace, shall be removed from an employee's personnel file after 12 continuous months of active employment from the date of the warning, provided the employee has been discipline free for the period. An employee may not claim that the employee has been discipline free for any more than the appropriate period if such is not the case. A copy of the disciplinary notation will be supplied to the employee and the union steward.
- (b) Such meeting shall normally be scheduled during the employee's regularly scheduled hours of work. Where the meeting must be scheduled outside the employee's regularly scheduled hours of work, the employee will be compensated at their regular rate of pay.
- (c) All warnings and disciplinary notations shall be removed from an employee's personnel file after 12 continuous months of active employment from the date of the warning, provided the employee has been discipline free for the period. An employee may not claim that the employee has been discipline free for any more than the appropriate period if such is not the case. A copy of the disciplinary notation will be supplied to the employee and the union steward.
- (d) Employees may be contacted outside of regular working hours to be advised of a disciplinary meeting but the disciplinary action will only be discussed during meetings arranged for such purposes.
- (e) When the employer becomes aware of an incident that may be the subject of disciplinary action, the employer will investigate and a meeting will be arranged as soon as possible following the completion of the employer's investigation into the incident.

8.07 Access to Files

An employee shall be entitled to have access to the employee's personnel file for the purpose of reviewing any disciplinary notations or evaluations it contains. An employee wishing such access shall notify the employee's supervisor in advance and make mutually acceptable arrangements. The employee shall review the employee's file in the presence of the supervisor, and shall not remove any material contained in it. The file shall be provided no later than the second business day following the request, and the employee may have the assistance of a union representative during the review.

ARTICLE 9 - ARBITRATION

- 9.01 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within 21 calendar days after the decision under Step Two is given or should have been given, the grievance shall be deemed to have been abandoned.
- 9.02 When either party wishes to have a grievance referred to arbitration, it shall give written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within seven calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.
- 9.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.06 The proceedings of the Arbitration Board will be expedited by the parties hereto; and the decision of the majority or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.07 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share, equally, the fees and expenses of the chairperson of the Arbitration

Board.

9.08 The time limits set out in the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned and section 48(16) of the Ontario Labour Relations Act shall not apply.

9.09 The parties may mutually agree to substitute an arbitration board for a single arbitrator and all other provisions of this Article shall apply with appropriate changes.

ARTICLE 10 - SENIORITY

10.01 Seniority is the principle of granting preference to employees in accordance with their length of continuous employment for vacancies and promotions to positions within the bargaining unit, lay-off, and recall from lay-off, applied as set out in the provisions below.

10.02 Probationary Period

(a) Newly-hired full-time employees shall be considered to be on probation for a period of five months active service from date of last hire. The probationary period for part-time employees shall be 1040 hours worked or nine months of active employment, whichever occurs first. Where an employee is absent from scheduled work during the probationary period, the period shall be extended by the number of scheduled work days that the employee was absent. If retained after the probationary period, the employee shall be credited with seniority back to his date of last hire. The Centre will endeavour to ensure that probationary employees are not required to work a shift alone while in training.

(b) The probationary period may be extended for up to 30 days upon agreement of the employer and the union.

10.03 Seniority List

(a) 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 months, the lists shall be revised and a copy posted on the Centre's bulletin board. A copy of the seniority lists shall be given to the stewards and sent to the Union.

- (b) Seniority for part-time employees shall be in hours worked. For the purposes of transfer from full-time to part-time or vice-versa, or for the purpose of comparison between part-time and full-time employees under Article 10.05, one year of seniority shall equal 1800 hours and vice-versa. An employee transferring from part-time to full-time will be placed on the full-time seniority list at a point that reflects their accumulated hours of seniority at the time of transfer and will be granted benefits and vacation in accordance with the collective agreement.
- (c) Seniority on the lists shall be calculated from date of last hire according to Article 10.02, and as adjusted by other provisions of this Collective Agreement.

10.04 Deemed Termination

An employee shall lose all seniority and be deemed to be terminated under the following circumstances:

- (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 lay-off for a period of 12 months;
- (d) If the employee has been absent from scheduled work, without a reason satisfactory to the Centre, for a period of three consecutive working days, or uses a leave of absence for purposes other than those for which it was granted;
- (e) If the employee is absent due to illness or disability, for a period of 24 months. An employee shall not be terminated under this clause where the circumstances conflict with the provisions of the Human Rights Code or the Workplace Safety and Insurance Act, 1997;
- (f) Fails to report for work after a lay-off within 14 calendar days after date of recall notice sent by registered letter to the employee's last address known to the Centre.

10.05 Job Posting

- (a) When a permanent or part-time vacancy occurs in a classification in the bargaining unit which the Centre intends to fill, or a new classification which falls within the bargaining unit is created by the Centre, such vacancy shall be posted

for a period of seven consecutive calendar days. Employees may apply for the posted positions during the posting period. The Employer will inform the Union, as soon as is practicable, if it does not intend to fill a vacant position.

- (b) Employees shall be selected for positions under 10.05 (a) by considering the applicants on the basis of their skill, ability, experience, and qualifications. Where, in the judgement of the Centre, these factors are equal amongst applicants, then seniority shall govern.
- (c) The successful applicant shall be placed on trial for a period of 45 working days in the case of counselling staff, and 20 working days in the case of non-counselling staff. Conditional upon adequately performing the job, the employee shall be declared permanent after the period of 45 working days in the case of counselling staff and 20 working days for all other employees. 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, the employee shall be returned to the employee's former position and salary level without loss of seniority. However, the Centre may, in its discretion, upon consultation with the employee and her union representative, elect to extend the trial period for a further period of up to 45 days, rather than return the employee to his former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and salary level without loss of seniority.

10.06 Lay-off and Recall

- (a) A lay-off of employees shall be made on the basis of the factors set out in Article 10.05(b), provided that the employees who are entitled to remain are qualified and able to perform the normal requirements of the available work. Subject to the foregoing, probationary employees shall be first laid off.
- (b) Employees on lay-off shall be recalled in the order of seniority provided that the employee is qualified to perform the available work.
- (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) The lay-off and recall of full-time employees shall be separate and apart from the lay-off and recall of part-time employees.
- (e) A full-time employee may elect to displace a part-time employee with less seniority during lay-off.

10.07 Transfers outside of the bargaining unit

An employee who is transferred to a position outside the bargaining unit shall retain and continue to accrue seniority in the bargaining unit for six months following such transfer. During this six-month period, the employee may return or be returned by the Centre to the employee's former position in the bargaining unit. After the six months period, the employee shall forfeit their seniority.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Centre, but will only be granted in exceptional circumstances. Such requests are to be submitted as far in advance as possible. The granting of such leave will depend on operational considerations and shall not be unreasonably withheld.

11.02 Union Leave

The Centre agrees to grant leaves of absence, without pay, to employees selected by the Union to attend union conventions and schools. The Union agrees to provide a minimum of 14 days notice of a request for such leave. Such leave shall be granted for a maximum of two employees not of the same classification, for up to five consecutive working days at a time and the leave does not exceed 50 accumulative days per year. The granting or refusal of such leave shall take into consideration the operational requirements of the agency and should not be unreasonably withheld.

11.03 Bereavement Leave

All full-time and part-time employees, who notify the Centre as soon as possible following a death in the employee's immediate family, shall be granted up to three consecutive calendar days off work without loss of the employee's regular pay from the employee's regularly scheduled hours, including the day of the funeral in order that the employee may make the arrangements for and/or attend the funeral of a member of the employee's immediate family. "Immediate family" shall mean parent, spouse, sibling, child, child's spouse, spouse's parent, grandparents, spouse's grandparents, stepbrother, stepsister, brother-in-law, sister-in-law and grandchildren, nieces and nephews. Proof of entitlement may be required by the Centre.

11.04 Jury and Witness Duty

If a permanent full-time or part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not suffer any loss of the employee's earnings because of such attendance during the employee's regularly scheduled workings hours provided that the employee:

- (a) Notifies the Centre immediately on the employee's notification that the employee will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.05 Pregnancy/Adoption/Parental Leave

Pregnancy/Adoption/Parental Leaves shall be granted in accordance with the Employment Standards Act.

11.06 Effect of Absence

- (a) Where any leave of absence without pay exceeds 30 calendar days, the Centre subsidies for any benefits shall cease. In the instance of an employee absent due to legitimate illness, Centre subsidies for benefits shall cease after an absence of 90 consecutive calendar days. 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 for the period of absence.
- (b) It is understood that during any leave of absence not exceeding thirty calendar days, both seniority and service will accrue. During a leave of absence without pay exceeding thirty 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; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. Also, during the period of absence, credit for seniority shall be suspended and not accrued.
- (c) This provision shall not apply to an employee absent on a leave under Article 11.05.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

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

- (a) The normal daily hours of work, during which time employees shall be required to attend at the Centre, shall be eight hours inclusive of a one-half hour paid meal period (one hour for clinicians only). It is understood that at the change of shift, there will normally be additional time required for giving a change of shift report which shall be considered to be part of the normal daily hours of work.
- (b) Employees shall be entitled to up to two relief periods during the day on the basis of 15 minutes for each half eight hour shift and two 20 minutes for each half 12 hour shift. The scheduling of relief periods shall be determined by supervisors;
- (c) The normal work week shall average 40 hours over a one-week pay period.
- (d) The normal hours of work for part-time employees shall average 80 hours over a two week pay period.

12.02 (a) Overtime shall be defined as all approved time spent on Centre business in excess of the 40 hours per week.

- (b) All overtime must be approved in advance by the employee's supervisor before it is worked.
- (c) Overtime shall be compensated by time off from regularly scheduled hours without loss of regular earnings at the rate of one hour for each overtime hour worked for all pre-approved overtime up to 88 hours in a two week period. Where any employee works overtime greater than 88 hours in a two week period, such pre-approved overtime shall be compensated at the rate of time and one-half the employee's regular straight time hourly rate of pay.
- (d) The Centre shall maintain a record of worked overtime accumulated and compensated time taken.
- (e) Such compensated time off shall be taken within 60 calendar days at a time mutually agreed between the employee and the employee's supervisor, or, failing agreement, at a time directed by the supervisor.
- (f) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

ARTICLE 13 - RECOGNIZED HOLIDAYS

13.01 (a) The following shall be recognized holidays:

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

(b) 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 or such other time as may be mutually agreed.

(c) Part-time Program Workers will be given an opportunity, on a semi-annual basis, to express an interest in working on the statutory holidays to occur within the next six months. The Centre will schedule the Part-Time Program Workers in accordance with such expressed preferences by Seniority. Otherwise such statutory holidays will be distributed on an equitable basis.

13.02 Subject to Article 13.03 below, a full-time employee shall be entitled to receive a recognized holiday off with pay in the amount of the employee's regular straight time earnings provided the employee works the scheduled work day on each of the scheduled working days immediately preceding and following the holiday.

13.03 Should a recognized holiday fall during a full-time employee's vacation, the extra day or days shall be added to the vacation, or taken at a later date at a time mutually agreed between the employee and the employee's supervisor, or at a time directed by the supervisor.

13.04 Holidays may not be accumulated.

13.05 Full-time employees working on a statutory holiday shall be paid at the rate of one and one half times their regular rate of pay and will receive on day off with the regular pay at a time mutually agreed to within a one month period or absent agreement at a time designed by the employer. The employee may elect to be paid at a rate of 2.5 times their regular rate for all hours worked on the statutory holiday, in lieu of receiving a day

off with regular pay.

Part-time employees working on a statutory holiday do not receive a day off with pay, but are paid at 2.5 times their regular rate for all hours worked on the statutory holiday.

ARTICLE 14 - VACATIONS

14.01 The vacation year shall run from April 1 in any year to March 31 in the following year.

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

- (a) employees who have completed less than one year of full-time employment with the Centre shall be entitled to vacation with pay on the basis of 1.25 days per months of active service;
- (b) employees who have completed one year or more of full-time continuous service with the Centre shall be entitled to vacation with pay in the year following on the basis of 1.25 days per month (three weeks per year);
- (c) employees who have completed three years or more of full-time continuous service with the Centre shall be entitled to vacation pay in the year following on the basis of 1.67 days per month (four weeks per year);
- (d) employees who have completed 12 years or more of full-time continuous service with the Centre shall be entitled to vacation pay in the year following on the basis of 2.08 days per month (five weeks per year);
- (e) employees who have completed 20 years or more of full-time continuous service with the Centre shall be entitled to vacation pay in the year following on the basis of 2.5 days per month (six weeks per year).

14.03 Vacation Scheduling

Employees shall take their vacation entitlement during the summer shutdown as scheduled by the Centre. For the balance of the full-time employee's entitlement, the Centre shall post a schedule by February 1 of each year. Employees shall indicate their request in writing by February 15 and a final schedule shall be posted in advance of April 1.

14.04 Vacation Carryover

Vacation may not be carried over from one year to the next.

14.05 Part-time Vacation Pay

Part-time employees shall receive 6% (effective April 01.2006) and 7% (effective April 01.2008) of their regular straight time earnings in respect of vacation pay, payable on each pay cheque.

14.06 An employee shall provide the Centre with at least two week's notice of the employee's resignation, failing which the employee shall receive vacation pay-out in accordance with the Employment Standards Act.

ARTICLE 15 - HEALTH & WELFARE BENEFITS

15.01 The Centre's sole obligation for health and welfare benefits shall be to pay 100% of the billed premium costs for all participating eligible employees in the active employ of the Centre under the Wellness Agency (TWA) insurance plan, subject to their respective terms and conditions, including any enrolment requirements, which will include the following benefits:

- (a) Extended health care benefits, including vision care and prescription drugs;
- (b) Dental benefits;
- (c) Life insurance plan, including coverage for dependents.

The Centre may at any time substitute another carrier for any plan provided that the benefits conferred in the new plan are equivalent to the benefits provided in the existing plan. At any time if the carrier is changed the Local Union and the United Steelworkers will be notified in writing. Upon a request by the Union, the Centre shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

15.02 The Centre agrees to pay 50% of the billed premium cost for coverage under the long-term disability insurance plan as provided under Plan A of the Ontario Federation of Community Mental Health and Addiction Programs, for eligible employees provided the employee pays the balance of the premium through payroll deductions.

15.03 Sick Leave

- (a) Sick leave means the period of time an employee is granted a leave of absence from

scheduled working hours due to being ill or disabled.

- (b) There shall be a Sick Credit Accumulation Bank for each full-time employee in the employ of the Centre who has completed the employee's probationary period. Such employees shall accumulate sick credits at the rate of one day per completed month of active full-time work to a maximum of 20 days.
- (c) Where a full-time employee is absent from work due to illness (except on designated holidays), the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Credit Accumulation Bank to the extent of the employee's credits in the bank.
- (d) Each full-time employee's credits will be noted on each time sheet and will be updated monthly.
- (e) Sick credits shall be neither accumulated nor drawn out when an employee is on long-term disability.
- (f) The parties recognize that the Centre may require medical verification of any illness when an absence for such illness exceeds two (2) days duration. Notwithstanding the above, the Centre may require medical certification for any illness whereby the employee demonstrates a pattern of absence for illness or immediately when such absence or illness follows disciplinary action or job performance counselling. The Centre will cover the cost of all medical forms requested by it.
- (g) Upon retirement the employer will payout banked sick time, up to a maximum of 20 days. Upon request, the Centre will pay this amount directly to the employee's RRSP upon proof of availability based on the previous year's tax assessment.

15.04 Pension

The Centre will continue to provide its current Group R.R.S.P. under the existing terms and conditions.

15.05 Special Leave Days

In addition to designated holidays and vacations, clinicians shall be entitled to an additional six days off per calendar year without loss of regular earnings. Such days must be arranged in advance with the employee's supervisor and shall be subject to the requirements of appropriate client service. These days shall not be cumulative from year to year.

- 15.06 A part-time employee shall receive, in lieu of all fringe benefits (being those benefits paid to a full-time employee, in whole or in part by the Centre, as part of direct compensation or otherwise, including holiday pay, pensions, health and welfare benefits), an amount of 10% of the employee's straight hourly rate for all straight time hours worked.
- 15.07 An employee who is injured at work and consequently cannot complete the employee's shift shall be paid for the balance of the shift.

ARTICLE 16 - WAGES

16.01 Wages

The wage rates for positions covered by this Collective Agreement are set out in Schedule 'A'.

16.02 Temporary Transfers

An employee who is temporarily assigned by the Centre to perform the functions of another classification for at least four (4) hours shall receive the greater of either the employee's current rate or the rate of the higher classification for the time worked in the classification.

Notwithstanding this provision, it is understood and agreed that it is occasionally necessary for a Program Worker to be assigned to perform some of the responsibilities of a higher-rated position. In this event, the employee shall receive a premium of \$1.00 per hour. This shall not apply to breaks or lunch coverage.

16.03 New Classification

If the Centre establishes a new classification in the bargaining unit, the Centre shall advise the Union of the new classification 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 2 of the grievance procedure within seven calendar days of the meeting to discuss the rate. If the matter is not resolved in 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.

16.04 Call-in Pay

A permanent full-time employee who has completed the employee's regular scheduled shift and has left the Centre, and is called in to work outside the employee's regularly scheduled working hours, shall receive time and one-half the employee's regular straight time hourly rate for all hours worked with a minimum guarantee of three hours pay at the employee's regular straight time hourly rate. Where the call-in period extends into the permanent full-time employee's regularly scheduled shift, the employee will receive time and one-half the employee's regular straight time hourly rate for actual hours worked up to the commencement of the employee's regular shift.

16.05 Reporting Allowance

A permanent full-time or part-time employee who reports for work as scheduled, unless otherwise notified by the Centre, shall receive a minimum of four hours pay at the employee's regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Centre which the employee is capable of doing, if the employee's regular duties are not available.

16.06 Shift Premium

An afternoon or night shift shall be defined as a shift where the majority of hours of the shift fall between 1600 and 0800 hours. The amount of shift premium pay is:

Evening shift:	1.00 per hour
Night shift:	1.30 per hour

16.07 Severance Pay

In the event of a permanent closure or discontinuance of operations of the Centre, the Centre shall provide each employee with severance pay in the amount of one week's earnings per year of employment to a maximum of 15 weeks in addition to any entitlement under the Employment Standards Act.

ARTICLE 17 - MISCELLANEOUS

17.01 Gender and Case

Whenever the feminine is used in the Agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

17.02 Correspondence

A copy of all correspondence between the Centre and the Union regarding the Collective Agreement shall be sent to the designated Local Union Representative and the U.S.W.A. Staff Representative.

17.03 Bulletin Board

The Centre agrees to provide a bulletin board for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union only and will be submitted to Management for approval before posting, and will be in keeping with the spirit and intent of this Agreement.

17.04 Collective Agreement

The Centre shall print sufficient copies of the Collective Agreement for the union to distribute a copy to each employee in the bargaining unit. The Centre shall provide the Union with electronic versions (one in Word and a PDF file with signatures).

17.05 Contracting Out

The Centre agrees that it shall not engage in contracting out or having work performed by supervisors which results in the direct lay-off of any employee who normally performs the work or the reduction in hours of employees who have been guaranteed a minimum number of hours work upon hire.

17.06 Technological Change

The Centre shall notify the Union as far in advance as practicable of any technological change which the Centre has decided to implement, which will significantly change the status of the employees in the bargaining unit. The Centre shall meet with the Union to discuss the effects of any such technological change and to consider practical ways and means of minimizing the adverse effect, if any, on the employees.

"Technological change" shall mean a substantial change in operation of the Centre as a result of the introduction of new technology.

17.07 Training

- (a) Where employees are required by the Centre to take courses to upgrade or acquire their employment qualifications, the Centre shall pay the full costs associated with the courses.

- (b) If required by the Centre, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualifications.
- (c) A leave of absence, without pay, to take further education related to the employee's work with the Centre may be granted upon written application by the employee to the administration of the Centre. It is further understood and agreed that the Centre will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance. Such leave shall not be unreasonably withheld.
- (d) If such leave is for the benefit of the Centre or work related, the Centre will take full responsibility for the cost of premiums, being those in article 15.

17.08 Part-time Program Workers:

The Union and the Centre both understand and agree that part-time program workers are hired without a guaranteed minimum number of hours of work. In an effort to ensure that part-time program workers retain and improve the required skills, ability, experience and qualifications to carry out their duties, the Union and Centre agree that:

- (a) The Centre will post a schedule for all part-time program workers two weeks prior to taking effect.
- (b) The Centre will distribute anticipated part-time work on an equitable basis and all part time Program Workers must be available to be scheduled a minimum of three shifts per week. Once all part time employees are scheduled a minimum of three shifts per week, the remaining shifts will be distributed on an equitable basis to those part time employees who wish to be scheduled more than the minimum requirement or may be assigned to Casual Relief Employees. The Master Schedule posted by the Centre will indicate the total number of shifts for which part-time Program Workers are scheduled.
- (c) Where the Centre intends to fill unforeseen absences, the Centre shall call part-time employees in order of seniority.
- (d) Notwithstanding the foregoing, the Union and the Centre further understand and agree that operational requirements and unforeseen circumstances may result in abrupt scheduling modifications. In such cases the Centre will undertake to advise employees without undue delay.
- (e) The Centre shall offer the option of block scheduling to part-time workers as the need arises, based on continuity of client care. Such employees may refuse such scheduling but such refusal shall not be made arbitrarily or unreasonably.

- (f) The Centre will endeavour to consider part-time employee requests for scheduling of shifts provided organizational needs are met.
- (g) Employees who attend a staff/program worker's meeting outside of their regularly scheduled hours of work shall be compensated at their regular straight time hourly rate of pay. If the employee is unable to attend, the information from the meeting will be posted. It is the employee's responsibility to review the information and seek clarification from their immediate supervisor if necessary.
- (h) Availability for work of a Part-Time Program Worker in accordance with the commitment in (b) above is an expectation of the position.

17.09 Notice

- (a) The Centre agrees to deduct the mandatory contribution for the "Humanity Fund" from all bargaining unit members in the amount of one-cent (\$0.01) per hour (not less) from the wages of all hours paid and forward payment to the United Steelworkers, National Office, 8-234 Eglinton Avenue East, Toronto, Ontario M4P 1K7 twice annually; to copy notice of payment, names of bargaining unit members and amount deducted from each member to the Local Union.
- (b) Any notice in writing, which either party desires to give the other, shall be given by registered mail, postage prepaid or by facsimile, addressed as follows:

To the Centre: Executive Director
Jubilee Centre
140 Jubilee Avenue West,
Timmins, ON P4N 4M9

To the Union: United Steelworkers
National Office
8-234 Eglinton Avenue East
Toronto, Ontario M4P 1K7

Receipt of any such notice shall be established as the date of receipt on the registration slip or facsimile.

17.10 Uniforms

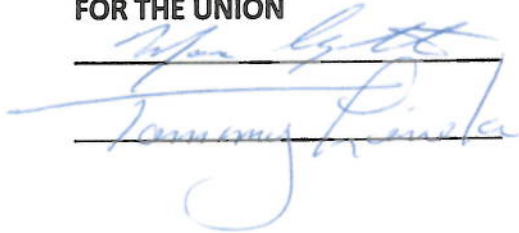
The Centre shall provide the Cook and the worker who regularly performs the month-end routine with smocks and shoes determined by the Centre to be appropriate.

ARTICLE 18 - DURATION

- 18.01 This Agreement shall continue in effect until March 31, 2018, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 18.02 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.
- 18.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

DATED AT TIMMINS, ONTARIO THIS 13th DAY OF Feb, 2015.

FOR THE UNION



Handwritten signature in blue ink, appearing to read 'Tommy Penick', written over a horizontal line.

FOR THE CENTRE



Handwritten signature in blue ink, appearing to read 'Gaulupe Ray', written over a horizontal line.

Wages

April.01.2015 1.0% for all employees plus additional 3.0% for Clinicians
April 01.2016 1.5% for all employees
April 01.2017 1.5 % for all employees

Effective April.01.2015

CLASSIFICATION	START RATE	AFTER SIX MONTHS
Clinician	\$21.76	\$22.67
Program Worker	\$16.21	\$16.80
Cook	\$16.87	\$17.73
Housekeeper	\$16.21	\$16.80
Cook/hskeeper (part-time)	\$14.53	\$15.00

Effective April.01.2016

CLASSIFICATION	START RATE	AFTER SIX MONTHS
Clinician	\$22.08	\$23.01
Program Worker	\$16.45	\$17.05
Cook	\$17.12	\$17.99
Housekeeper	\$16.45	\$17.05
Cook/hskeeper (part-time)	\$14.75	\$15.22

Effective April.01.2017

CLASSIFICATION	START RATE	AFTER SIX MONTHS
Clinician	\$22.41	\$23.36
Program Worker	\$16.70	\$17.30
Cook	\$17.38	\$18.26
Housekeeper	\$16.70	\$17.30
Cook/hskeeper (part-time)	\$14.97	\$15.45

Management Proposes to include the RPN Wage Grid into the collective agreement.

Effective: April 1, 2015

Classification	Start to 1800 hrs Wrkd	1800 to 3600 hrs Wrkd	3600 to 5400 hrs Wrkd
P-T OTN Telemedicine Nurse Coordinator	\$22.15	\$23.18	\$24.21

Effective: April 1, 2016

Classification	Start to 1800 hrs Wrkd	1800 to 3600 hrs Wrkd	3600 to 5400 hrs Wrkd
P-T OTN Telemedicine Nurse Coordinator	\$22.48	\$23.53	\$24.57

Effective: April 1, 2017

Classification	Start to 1800 hrs Wrkd	1800 to 3600 hrs Wrkd	3600 to 5400 hrs Wrkd
P-T OTN Telemedicine Nurse Coordinator	\$22.82	\$23.88	\$24.94

LETTER OF UNDERSTANDING

BETWEEN:

CENTRE JUBILEE CENTRE

-and-

UNITED STEELWORKERS LOCAL 9350

The Parties agree that the Centre shall:

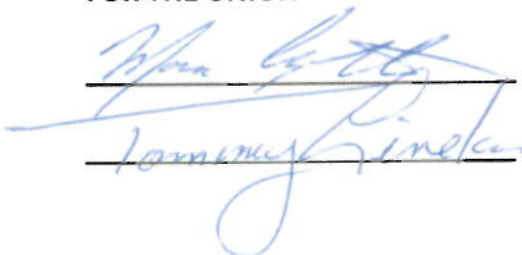
- a) Reimburse the employee for his or her cost of registration with the Ontario College of Social Workers and Social Service Workers, if such registration is required by the Centre, and
- b) Pay the expenses associated with an employee of the Centre's choosing to attend an annual conference or seminar, such as that provided by Addictions Ontario, Ontario Federation of Community Mental Health and Addiction Programs, or such other conference or seminar as may be decided upon by the Centre, in consultation with the employee attending, such expenses to include travel expenses, accommodation, material and registration fees.
- c) Pay the regular wages of the employee attending the conference or seminar for the days of the conference or seminar.

The Centre maintains the right to approve the sessions attended by the employee to ensure that such sessions are consistent with the priority needs and strategic direction (s) of the Centre

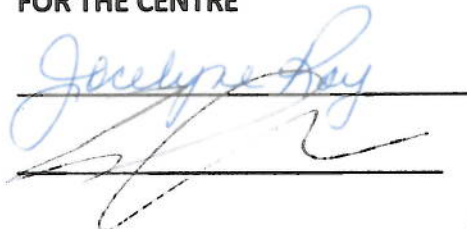
This Letter shall expire on 31 March, 2018.

DATED AT TIMMINS, ONTARIO, THIS 13th DAY OF FEBRUARY, 2015.

FOR THE UNION



FOR THE CENTRE



UNITED STEELWORKERS LOCAL 9350

(the Union)

and

CENTRE JUBILEE CENTRE

(the Employer)

LETTER OF UNDERSTANDING

The parties agree as follows:


1. For the purpose of interpretation of Article 16.02 of the Collective Agreement, the parties agree:
 - a. That a Program Worker temporarily transferred to the position of CD Clinician/Counsellor will receive an assignment premium of \$1.00 for each hour worked, provided that the temporary assignment lasts at least one hour.
 - b. A Program Worker will be considered to be temporarily transferred to the CD Clinician/Counsellor position for the purpose of Article 16.02 and paragraph 1(a) of these Minutes of Settlement if:
 - i. he or she is scheduled to work a day shift (excluding statutory holidays, weekends and during zero client occupancy) replacing the CD Clinician/Counsellor on the Short-Term Residential Crisis Support Unit; or
 - ii. he or she is assigned to work for at least one hour the duties of a CD Clinician/Counsellor.
 - c. That the Employer retains the discretion to make temporary transfers in its discretion and taking into consideration article 10.05 (b) of the collective agreement.

2. Notwithstanding the above, the Employer may give thirty (30) days' written notice of the intent to terminate this Letter of Understanding at any time during the term of the collective agreement. In this event, the parties will meet to discuss the matter.

All of which is agreed, this 13th day of February, 2015, in the City of Timmins.



For the Union



For the Employer