COLLECTIVE AGREEMENT

between

CRISIS CENTRE
NORTH BAY

and

UNITED STEELWORKERS
(United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union)

April 1, 2014 - March 31, 2017

The Union and the employees agree that the paramount objective of the Employer is the provision of service to the Community.
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ARTICLE 1 - PURPOSE

1.01 The parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions, to protect the safety and health of employees, and to provide a method for the adjustment of disputes which may arise between the parties.

ARTICLE 2 - UNION RECOGNITION

2.01 Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Crisis Centre North Bay, save and except Shift Supervisor, persons above the rank of Shift Supervisor and Secretary/Receptionist.

2.02 Should a dispute arise concerning whether a particular person comes within the Bargaining Unit covered by this Agreement, the matter may be submitted by either party to the Ontario Labour Relations Board for decision. The O.L.R.B. will be asked to ascertain whether that person is an employee within the meaning of the Labour Relations Act. If the O.L.R.B. decides in the affirmative, the employee will be placed in the Bargaining Unit.

2.03 A person whose job is not in the Bargaining Unit shall not work on any job which is included in the Bargaining Unit except for purposes of instructing or experimenting, or in emergencies, or covering of breaks when a qualified employee in the Bargaining Unit is not available.

2.04 The Employer shall not contract work regularly performed by employees in the Bargaining Unit while an employee is qualified and able to perform the work is on layoff or working less than the normal hours of work.

2.05 Work normally performed by an employee within the Bargaining Unit or similar work which has been performed by an employee shall continue to be performed by an employee within the Bargaining Unit.

2.06 Both parties agree that students or volunteers placed within the umbrella of the Crisis Centre as part of their formal training shall not displace those employees on layoff or part-time workers. Furthermore, the students or volunteers shall be given full opportunity to achieve their formal education and interest by being allowed to perform work within the Bargaining Unit, provided the aforementioned is followed.
ARTICLE 3 - NO DISCRIMINATION/HARASSMENT/FAVOURITISM

3.01 The Employer and the Union agree that there will be no discrimination practised by either of them, their employees or members against any employee, or favouritism towards any employee because of race, creed, colour, age as defined in the Human Rights Code, R.S.O. 1990, sex, nationality, ancestry, place of origin, sexual orientation, physical handicap, marital or family status, except where such status places the individuals in a conflict of interest. This provision will not apply to programs which require such preference as may be permissible under the Human Rights Code, R.S.O. 1990.

3.02 There shall be no discrimination against or intimidation of any employee for reasons of Union membership, Union activity or for having exercised, or failed to exercise any right under this Collective Agreement.

3.03 The Employer and the Union agree that there shall be a working environment which is free from sexual harassment.

For the purpose of this Clause, sexual harassment means:

a) unwanted sexual attention of a persistent or abusive nature made by a person who knows, or ought to know, that such attention is unwanted; or

b) implied or expressed promise of reward for complying with a sexually oriented request; or

c) implied or expressed threat or reprisal in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or

d) sexually oriented remarks and behaviours which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

3.04 Any employee may complain under this Article to a Joint Committee which shall consist of one (1) Employer Representative and (1) Union Representative selected by the local president or his designate. The complaint shall be in writing addressed to the Joint Committee, c/o Crisis Centre Administration Office.

If the members complaint is against the Executive Director, the complaint shall be in writing addressed to the Joint Committee c/o the Board Chair.

The Executive Director or Board Chair (if the complaint is against the Executive Director), upon receiving the letter of complaint, shall call forthwith a meeting of the Joint Committee a decision will be made to determine if the Executive Director and the members of the Joint Committee can hear the
complaint. If a conflict of interest exists, a new person will be found to replace that individual(s).

The complaint shall be investigated by the Joint Committee in a confidential manner and a written report prepared.

All information on the committee respecting the complaint procedure, investigation, report or other pertinent information shall be confidential. An employee shall follow the complaint procedure established in this Article before any grievance may be filed under this Agreement.

Nothing shall prevent an employee from pursuing the complaint with the Human Rights Commission. If the Committee’s findings are not satisfactory to either party involved in the complaint, the Human Rights Commission may be pursued.

3.05 The Union agrees that, except as specifically provided for by the provision of this Agreement, there will be no Union activity on the premises during the employee’s working hours except by agreement of the Employer. This provision shall not apply to informal discussions between employees, provided that no supervisory personnel or clients are present and provided it does not interfere with the efficiency of operations.

ARTICLE 4 - MANAGEMENT RIGHTS

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

a) to maintain order, discipline and efficiency;

b) to hire employees, assign and direct their work, to promote, demote, transfer, layoff, recall to work and retire employees, to set the standards of productivity, the services to be rendered;

c) to suspend, discharge or otherwise discipline employees who have completed their probationary period for just and reasonable cause;

d) make, alter and enforce from time to time reasonable rules and regulations to be observed by employees;

e) generally manage the facilities and all the enterprise in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location and number of employees required from time to time, the assignment of work and
assignment of overtime work, the locations of the enterprise, schedules of work and vacations, and all other matters concerning the Employer's operation not otherwise specifically modified by express provisions of the Agreement;

f) the Employer agrees that in the exercising of its Management rights and the administration of this Agreement, it shall do so in a fair, equitable and reasonable manner.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lock out employees. 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 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, as the case may be, from the total earnings of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 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. A copy of the Dues Remittance Form R-115 will also be sent to the Area Coordinator, USW, 66 Brady Street, Sudbury, Ontario P3E 1C8.

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

a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

b) A list of the names of all employees from whom no deductions have been made and reasons;

c) This information shall be sent to both Union addresses identified in Article 6.02 in such form as shall be directed by the Union to the Company.
6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reason of deductions made, or payments made in accordance with this Article.

6.05 The Employer agrees to print the amount of Union dues paid by each employee for the previous calendar year on the employee’s T4 Slip.

6.06 When a new employee is hired, the Supervisor shall introduce the Steward to the new employee. The Employer further agrees to provide new employees with a copy of the current Collective Agreement.

ARTICLE 7 - ESTABLISHED PRACTICES

7.01 Any rights and privileges enjoyed by the employees and the Employer prior to the execution of the Agreement, provided they are not in conflict with any of the provisions of the Agreement, shall be continued and no change shall be made unless agreed to by the parties.

7.02 The Employer agrees to conduct annual performance appraisals no later than one (1) month following the employee's anniversary date of hire in each program in which the employee works.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Stewards and five (5) Alternates for the purpose of representing employees in the handling of complaints and grievances. The Alternates shall replace the Steward when the Steward is absent for any period other than regular days off. The Union shall notify the Employer of the names of the Stewards and Alternates, and any changes made thereto semi-annually.

8.02 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 this Collective Agreement and shall be without loss of pay. Permission to take time shall not be unreasonably withheld.

8.03 Bargaining Committee

The Employer agrees to recognize and deal with a Negotiating Committee of not more than four (4) employees who shall be regular employees in the Bargaining Unit, along with Representatives of the International Union, for the purpose of negotiating a renewal of this Collective Agreement. Members of the Negotiating Committee shall not lose their regular straight time earnings for attendance at
negotiation meetings with the Employer during their regularly scheduled working hours, up to the time that a meeting is convened with a Conciliation Officer.

8.04 Access to Premises

The Employer agrees to give authorized Representatives of the Union access to the premises for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Employer. Such Representatives shall have such access only with the approval of the Employer which shall not be unreasonably withheld.

8.05 Bulletin Board

The Employer agrees to provide bulletin boards for the purpose of posting Union notices. Such notice will be signed and posted by Officers of the Union.

8.06 Union/Management Committee

a) There shall be a Union/Management Committee consisting of two (2) Representatives of the Union and two (2) Representatives of Management. An additional resource person may accompany the Representatives of either party on mutual agreement.

b) The Committee shall meet 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 of the meeting as possible but no later than one (1) week before the meeting. The Chair of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer 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 in the Grievance Procedure.

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.

8.07 Health and Safety Committee

The Employer and the Union shall maintain an Occupational Health & Safety Committee.

8.08 The general duties of the Occupational Health and safety Committee shall be to observe the provisions of the Occupational Health & Safety Act of Ontario, and, if required by the Occupational Health & Safety Act of Ontario:
a) to make monthly inspections of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters;

b) to investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker, whether or not such injury occurred;

c) to hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.

8.09 The Employer will make all reasonable provisions for the health and safety of the employees during their working hours, and furnish adequate facilities and safety equipment deemed necessary at no cost to the employee for that purpose. The Union acknowledges its responsibility and that of the employees to cooperate in the maintenance of healthful and safe working conditions, and to observe Employer rules in that regard.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

9.02 It is generally understood that an employee has no complaint or grievance until she has first given her immediate Supervisor the opportunity of adjusting this complaint. Such complaint shall be discussed with her immediate Supervisor within six (6) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. If the complaint is not settled within six (6) calendar days of the discussions with the immediate Supervisor, it shall be taken up as a grievance in the following sequence:

IN ALL PROGRAMS OTHER THAN YJS

Step One

The employee, who may be accompanied by a Steward if the employee wishes, may submit a written grievance signed by the employee to her Program Supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The Program Supervisor will deliver her decision in writing within five (5) calendar days following the day on which the grievance was presented to her. Failing settlement, then:
Step Two

Within seven (7) calendar days of the answer being given in Step One, the grievance may be submitted to the Executive Director. The Executive Director or her designate shall hold a meeting with the Steward, Unit Chairperson and Union Representative within seven (7) 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 shall provide the Union with an answer to the grievance in writing within seven (7) calendar days of the meeting.

IN ALL YJS PROGRAMS

Step One

The employee, who may be accompanied by a Steward if the employee wishes, may submit a written grievance signed by the employee to her Program Supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The Program Supervisor will deliver her decision in writing within five (5) calendar days following the day on which the grievance was presented to her. Failing settlement:

Step Two

Within seven (7) calendar days following the decision under Step One, the employee may submit the written grievance to her Program Manager who will deliver a decision in writing within seven (7) calendar days from the date on which the written grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement then:

Step Three

Within seven (7) calendar days following the decision under Step Two, the grievance may be submitted to the Executive Director. The Executive Director or her designate shall hold a meeting with the Steward, Unit Chairperson and Union Representative within seven (7) 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 shall provide the Union with an answer to the grievance in writing within seven (7) calendar days of the meeting.

9.03 Discharge Grievance

a) The termination of a probationary employee shall not be the subject of a grievance or arbitration.

b) A claim by an employee who has completed her probationary period that she has been discharged without just and reasonable cause shall be treated as a
grievance if a written statement of such grievance is lodged by the employee with the Executive Director at Step Two or Step Three in YJS programs within seven (7) calendar days, following the date on which notice of the discharge was issued.

9.04 Policy/Group Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement, or which covers identical grievances of a number of employees shall be originated at Step Two or Step Three in YJS programs within fourteen (14) calendar days following the circumstances giving rise to the grievance. It is expressly understood however that the provisions of the Article may not be used with respect to a grievance directly affecting an individual employee which such employee could have instituted and the regular Grievance Procedure shall not be thereby bypassed. A policy grievance by the Employer shall be presented to the Chief Steward with a copy to the Union Representative.

9.05 Access to Files

Upon written request, an employee shall have access to their personnel file for the purpose of reviewing any performance appraisal or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken.

9.06 Warnings and Representation

a) Warnings and disciplinary notations which do not relate to the well being of clients, co-workers, safety and security will be treated as removed for the purposes of progressive discipline if the employee has been free from warnings and discipline for twelve (12) months from the last entry. Warnings and disciplinary notations which relate to provision of service to clients, safety and security of clients, co-workers or program shall remain a part of an employee's personnel file.

b) At a meeting at which the Employer intends to discuss or impose any form of discipline, an employee will be entitled to be represented by a Union Steward should the employee wish to do so.

c) The parties further agree that where a Steward is not readily available, the absence of the Steward alone shall not negate any action taken, nor shall this Clause require the Employer to call in or pay a Steward not already at work. The Employer will endeavour to schedule such a meeting when a Steward is available.
ARTICLE 10 - ARBITRATION

10.01 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 thirty-one (31) calendar days after the decision under Step Two (Step Three for YJS) is given or should have been given, the grievance shall be deemed to have been abandoned.

10.02 When either party to the Agreement requests a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to the Agreement.

10.03 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.

10.04 When either party refers a grievance to arbitration, they shall propose three (3) Arbitrators. If none of the proposed Arbitrators are acceptable to the other party, they shall propose three (3) Arbitrators. If an acceptable Arbitrator is not agreed upon, the parties may either submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.

10.05 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.

10.06 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

10.07 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.

10.08 The Arbitrator shall have the right to modify any disciplinary action taken by the Employer.

10.09 The decision of the Arbitrator shall be final and binding on the parties.

10.10 Any and all time limits fixed by this Article are to be considered directory only and may be extended at any time by agreement, in writing, between the Employer and the Union.

10.11 A written record of this grievance presented at Step Two or Step Three in YJS programs of the Grievance Procedure and the decision of the Employer therein, or, in the case of a difference between the Employer and the Union, the correspondence relative to the difference shall be presented to the Arbitrator. His decision shall be confined to determining the issues therein set out.
ARTICLE 11 - SENIORITY

11.01 Seniority is the principle of granting preference to employees in accordance with their length of continuous service for all vacancies, promotions, vacations, transfers, layoff and recall after layoff.

11.02 Seniority List

There shall be a seniority list for all Permanent Full-Time, Permanent Part-Time and Casual Part-Time employees who have completed their probationary period. The list shall be maintained by the Employer. Every six (6) months, the list shall be revised and a copy posted on the Employer’s bulletin boards. A copy of the seniority list shall also be sent to the Union.

ARTICLE 12 - DEFINITIONS AND CONDITIONS OF WORK

12.01 Permanent Full-Time

A Permanent Full-Time employee (in this Collective Agreement) is defined as an employee who has successfully completed her probationary period and who is in a full-time position that requires work of thirty-five (35) hours or more per week on a yearly basis.

Casual Part-Time

A Casual Part-Time employee (in this Collective Agreement) is defined as an employee who has successfully completed her probationary period and is an employee hired to work the standard work day or work week, or something less than the standard day or week and includes an employee who:

i) is hired to replace an employee absent due to days off, vacation, lieu time, illness, disability, Workers’ Compensation leave or leave of absence, including maternity, adoption or parental leave;

ii) is hired for a period of less than thirty (30) consecutive days to meet temporary work load requirements which cannot be satisfied by regular hours of work;

iii) is hired to replace Permanent Full-Time employees who are expected to be absent for a period of thirty (30) days or more.
Contract Employees

A contract Employee (in this collective agreement) is defined as a Permanent Full Time or Casual Part Time employee who contracts with the Employer in writing to fill a time limited position of sixty (60) days or more but not more than three hundred and sixty five (365) days.

12.02 Probationary Period

Newly hired employees shall be considered to be on probation for a period of ninety (90) calendar days for Permanent Full-Time employees and four hundred and eighty (480) hours for Casual Part-Time employees. If retained after the probationary period, the employee shall be credited with seniority back to his date of last hire. The termination of an employee during his probationary period shall be at the absolute discretion of the Employer for any reason related to performance or operational requirements.

12.03 Deemed Termination

Seniority shall be lost and the employee shall be deemed to be terminated under the following circumstances:

a) if the employee quits;

b) if the employee is discharged for just and reasonable cause and the discharge is not reversed through the Grievance or Arbitration Procedure;

c) if the employee has been absent due to layoff for a period of twenty-four (24) months;

d) if the employee has been absent from scheduled work without a reason satisfactory to the Employer for a period of three (3) consecutive working days;

e) If the employee is absent due to illness or disability for a period of twenty-four (24) months for which the employee has been granted disability benefits. An employee shall not be terminated under this clause where the circumstances conflict with the provisions of the Human Rights Code or the Workers' Compensation Act;

f) if an employee fails to report to work after layoff within fourteen (14) calendar days after date of recall notice sent by registered letter to the employee's last address known to the Employer;

g) If an employee uses a leave of absence for a purpose other than that for which it was granted.
12.04 Job Postings

a) Where a Permanent Full-Time vacancy occurs in a classification in the Bargaining Unit, such vacancy shall be posted for a period of ten (10) consecutive calendar days. Employees may apply for the position during the posting period. Such applications shall be considered by the Employer before considering applicants from outside the Bargaining Unit.

b) Employees shall be selected for positions under Section 12.04(a) on the basis of their skill, ability, experience and qualifications. Where these factors are equal amongst the employees considered, seniority shall govern, providing that the successful applicant, if any, is qualified to perform the available work. Where seniority is a determining factor, there shall be no distinction between Permanent Full-Time, Permanent Part-Time and Casual Part-Time employees.

c) A Permanent vacancy shall be defined as any unfilled position (except those arising from absences due to illness or authorized leaves) which is expected to last for more than thirty (30) calendar days.

d) The successful applicant shall be placed on trial for a period of ninety (90) calendar days. Conditional on performing the normal requirements of the job, the employee shall be declared permanent after a period of ninety (90) calendar days. Where it is determined that the successful applicant cannot perform the normal requirements of the job during the trial period, she shall be returned to her former position and salary level without loss of seniority. The employee can also elect to be returned to her former position and salary level without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to her former position and salary level without loss of seniority.

e) Contract Postings: Where a position becomes available to the agency through RFP or one time funding that is more than sixty (60) days in duration but not more than three hundred and sixty five (365) days, such vacancy shall be posted for a period of ten (10) consecutive days. Employees may apply for position during the posting period. Employees shall be selected for positions under this article 12.04 (e) on the basis of Article 12.04 (b).

f) Notwithstanding Article 12.04(d), temporary vacancies (which are expected to last no more than sixty (60) calendar days) may be filled at the discretion of the Employer. In filling such vacancies, the Employer will select Bargaining Unit employees who have expressed an interest in working in the area in which the vacancy arises, on the basis of the criteria set out in Section 12.04(b).
g) Employees who are away from work for any reason can have someone bid on a job vacancy for them.

h) The Employer shall distribute shifts available for Casual Part-Time work as evenly as practicable among the Casual Part-Time employees. Call-Ins shall be offered on a rotational basis in order of seniority. The Employer shall provide to the Union a record of Call-In opportunities on a quarterly basis.

12.05 Layoff and Recall

a) A layoff of employees shall be carried out in the inverse order of seniority, on the basis of the factors set out in Section 12.04(b). Subject to the foregoing, probationary and Casual Part-Time employees shall be first laid off.

b) Employees on layoff shall be recalled in the order of seniority, provided that the employee is qualified to perform the available work.

c) The Employer shall provide such written notice of layoff to the Union and to employees as is required by the Employment Standards Act.

d) An employee who has been given a notice of layoff may elect to do the following:

   i) accept the layoff;

   ii) displace an employee who has less Bargaining Unit seniority where, in the judgement of the Employer, the employee has the skill, ability, experience and qualifications to perform the work and requires no additional training other than orientation.

The employee shall indicate to the Executive Director in writing which of the aforementioned options she wishes to exercise within seven (7) calendar days from the date the notice of layoff was received. The employee shall identify the junior employee which she wishes to displace.

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

e) No new employee shall be hired in the classification in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall have been given the opportunity to return to work.

12.06 a) The provisions of Section 12.04 must be exhausted prior to implementing the recall provisions found in Section 12.05.
b) It shall be the duty of an employee to promptly notify the Employer in writing of any change in address. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee.

12.07 Transfers Outside of Bargaining Unit

Any employee who leaves the Bargaining Unit to perform a job outside the Bargaining Unit shall have the right to return to the Bargaining Unit within six (6) months from leaving the Bargaining Unit and shall be credited with all seniority for the duration of the absence. Employees who have left the Bargaining Unit in excess of six (6) consecutive months to perform a permanent job outside the Bargaining Unit and thereafter returns to the Bargaining Unit shall be credited with seniority for time spent in the Bargaining Unit only.

12.08 Requirement for updated criminal check

At the employers expense, all bargaining unit employees will be required to provide an updated criminal reference check every three (3) years following their date of hire.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency in which case a reply will be given as soon as possible.

b) Requests for personal leave of thirty (30) days or more must be made in writing with at least twenty-eight (28) days' notice. The Employer shall provide an answer within seven (7) days.

13.02 Union Leave

The Employer agrees to grant leave of absence without pay to employees selected by the Union to attend Union conventions, schools and to carry out Union business. The Union agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted for a maximum of four (4) employees for up to five (5) consecutive working days at a time, providing such leave shall not interfere with the efficiency of operations. Such leave shall not be unreasonably withheld.
13.03 Bereavement Leave

Bereavement leave shall be available to Permanent Full-Time employees. In the event of the death of a family or non-family member the employee will contact their supervisor as soon as possible before their scheduled shift to advise them of their absence.

a) An employee shall be granted up to five (5) working days' bereavement leave in the case of death of a member of the immediate family. Extensions may be granted as approved by the Executive Director. Immediate family shall include spouse, sister, grandchildren, brother-in-law, brother, grandparents, sister-in-law, child, mother-in-law, son-in-law, parent, father-in-law and daughter-in-law.

b) An employee shall be granted up to three (3) working days' bereavement leave in the case of death of other members of the family. Extensions may be granted as approved by the Executive Director.

f) An employee shall be granted one (1) working day bereavement leave in the case of death of a non-family member. Extensions may be granted as approved by the Executive Director.

g) For the purpose of this provision, spouse shall mean a person of either sex in a relationship of some permanence with an employee.

h) A casual Part-time employee who is scheduled to work and is required to be absent due to the death of an immediate family member as described in 13.03 a) shall be granted up to five (5) consecutive scheduled days bereavement up to and including the day of the funeral. Extensions may be granted as approved by the Executive Director.

13.04 Jury and Witness Duty

Jury and Witness duty leave shall be available to Permanent Full-Time and Permanent Part-Time employees.

If an 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 her earnings because of such attendance during her regularly scheduled working hours, provided that the employee:

a) notified the Employer immediately on the employee's notification that she will be required to attend court;

b) presents proof of service requiring the employee's attendance;
c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt, where available.

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

13.05 Maternity/Adoption/Parental Leave


b) This provision shall apply to persons of either sex if the law permits.

13.06 Education Leave and Professional Development

a) Where the Employer instructs an employee to attend a seminar or conference directly related to the Employer’s programs, this includes French Language training, it shall provide a leave of absence for such employee without loss of pay from her regularly scheduled working hours to attend such seminars and conferences. In addition, the Employer shall pay the fees for such seminars and conferences.

b) Leave of absence for the purpose of taking educational courses directly related to the work of the Employer may be granted at the discretion of the Employer and subject to any budgetary constraints. Such leave may be granted with or without pay. The Union supports the principle of its members’ responsibility for their own professional development. The Employer recognizes its role in providing such staff development and training as it deems appropriate.

c) Education and training relevant to an employees’ classification shall be made available to all employees as equitably and fairly as possible.

13.07 Effect of Absence

It is understood that during any leave of absence, seniority will accrue.

13.08 Voting

An employee who does not have available to her three (3) consecutive hours earlier in the day shall be granted a leave of three (3) consecutive hours immediately prior to the closing of the polls in the case of a Municipal or Provincial election and four
(4) consecutive hours in the case of a Federal election. This leave shall be without loss of earnings or benefits for regularly scheduled hours of work.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Hours of Work

The following provisions are intended to designate normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

a) Permanent Full-Time employees working in residential programs and Casual Part-Time employees working in residential programs under Article 14.04, the normal hours of work over the schedule determined by the Employer shall average eighty (80) hours per two (2) week period or hours of work prorated to eighty (80) hours per two (2) week period.

b) For all other Permanent Full Time employees, the normal hours of work shall be forty (40) or thirty five (35) hours per week in accordance with the work schedule determined by the Employer.

c) Employees shall be entitled to a fifteen (15) minute rest period during each four (4) hour period in a daily shift, subject to exigencies of the program.

c) Except as provided in Article 19.09, in the event a full-time employee, who has left the Centre’s premises and who is called back to work outside the employees regular scheduled hours, shall be compensated a minimum of three (3) hours in lieu time.

14.02 Overtime

a) Overtime shall be paid in accordance with the Employment Standards Act of Ontario.

b) All overtime must be approved in advance by the Supervisor before it is worked.

c) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

14.03 It is further agreed that a period of up to fifteen (15) minutes may be required at either end of a shift to permit an orderly shift change and exchange of reporting. Such period shall not be considered as overtime. Where this period exceeds fifteen
(15) minutes, the amount of time spent from the end of the shift shall be considered as overtime.

14.04 **Block Shifts**

Any absence that is expected to last fourteen (14) days or more shall be filled by casual Part Time staff as equitably as possible in a minimum of two (2) week blocks. A separate rotational list of Casual Part-Time employees will be used for filling these blocks. The rate for Casual Part-Time employees filling a position under this Clause shall be one hundred percent (100%) of the job rate of the permanent position to which their Casual Part-Time place on the grid corresponds. Such vacancies shall be filled by Casual Part-Time staff when an employee is absent due to an unpaid leave of absence, Short or Long-Term Disability, Workers' Safety and Insurance Board, or any other unpaid absence.

14.05 **Hours of Work**

In the Detention, Four Elms and Futures Programs, the employer agrees that unfilled base hours shall be scheduled each two (2) week period on a rotational basis in order of seniority to Casual Part-Time employees. The rate for filling a shift under this clause shall be one hundred percent (100%) of the rate of the permanent position to which the Casual Part-Time place on the grid corresponds.

14.06 i) **Call-Outs**

Except as provided in Article 19.09, Casual Part-Time employees called in to work shall be scheduled for a minimum of three (3) hours.

ii) **Cancellation of Shift**

In the event a casual employees’ scheduled shift is cancelled with less than twenty-four (24) hours notice to the employee, the employee shall be rescheduled to work three (3) hours during their scheduled shift.

**ARTICLE 15 - RECOGNIZED HOLIDAYS**

15.01 The following days shall be recognized holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Family Day
15.02 In the case of retirement or termination of an employee, the employee will receive full salary for unused vacation credits, recognized holidays, and any hours of work owed to the employee.

15.03 In the event that a recognized holiday falls during the employee's vacation period, such day will not be counted as vacation and the employee will be entitled to an additional day's vacation with pay. Vacation with pay means the employee's regular rate of pay that would normally be earned.

**ARTICLE 16 - VACATIONS**

16.01 Permanent employees shall receive vacation with pay according to her employment on the following basis:

Vacations with pay for permanent employees scheduled to work 2080 hours/year shall be granted on the basis of one hundred and twenty (120) hours after completion of the first (1st) full year; one hundred and sixty (160) hours after completion of the fifth (5th) full year; two hundred (200) hours after completion of the tenth (10th) full year and two hundred and forty (240) hours after completion of the fifteenth (15th) full year. Vacation pay shall be calculated on a pro-rated basis in relation to the amount of time worked over the vacation year.

Vacations for permanent employees scheduled to work 1820 hours/year shall be prorated as above.

16.02 The Employer shall schedule vacations in order of seniority, at a time to be determined by mutual agreement between the Employer and the employee and which shall be consistent with the efficient operation of the program.

16.03 Vacations must be taken during the year the employee becomes eligible, under Article 16.01, except with the approval of the Executive Director.

16.04 For the purpose of vacation scheduling, anniversary date shall be the date of hire.

**ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

17.01 The Employer shall pay on behalf of all eligible permanent regular employees who are regularly scheduled to work twenty (20) hours per week or more and have completed their probationary period the full premium costs of insurances. The benefits in Appendix "B" are payable by the Insurer, not the Employer, and shall be administered in accordance with the terms, conditions, rules and regulations of the Insurer’s respective plans.

The Employer agrees to provide to each permanent employee a booklet outlining the Insurance Benefits with a copy sent to the Union.
The Employer agrees to use its best efforts to obtain Group Insurance coverage which will include same sex spouses.

17.02 The Employer agrees to provide WSIB coverage for all employees immediately upon employment.

17.03 Employees will be allowed to purchase optional Group Life Insurance through the Employer’s Carrier at no cost to the Employer.

17.04 a) The Employer shall continue to pay premiums for employees who are absent from work because of sickness and accident.
b) The Employer shall continue to pay premiums for employees who are absent due to a leave of absence or layoff until the end of the month of the commencement of the lay-off or leave of absence.

17.05 The parties agree that the Employer is not the Insurer and that the Insurance policies are not incorporated into the terms of the Collective Agreement.

17.06 The parties agree that effective April 1, 2012, the Centre shall contribute an amount equal to 2% of a permanent employees’ gross earnings toward an employee’s Defined Contribution Registered Pension Plan.

ARTICLE 18 - SICK LEAVE

18.01 In the event of illness, employees will contact their Program as soon as possible or in any case before the commencement of the next shift and notify of the expected length of illness.

18.02 Except for that time when absent on leave without pay, Union leave excluded, permanent employees scheduled to work forty (40) hours per week shall accumulate sick leave to a maximum of six point seven (6.7) hours per month. All other permanent employees accumulate pro-rated to hours worked.

18.03 Notwithstanding Article 18.06, at the Employer’s expense, a medical certificate for any period of absence may be required by the Employer. No payment or gratuity is given for accumulated sick leave upon termination or retirement. Sick leave cannot be used for vacations or for any other purpose.

18.04 Provided that accumulated sick leave is not exhausted, a Permanent Full-Time or Permanent Part-Time employee who has been accepted on the group benefit plan and is unable to attend to duties due to illness is entitled to:

a) Permanent Full-Time who work forty (40) hours [or average forty (40) hours] in a week will receive their regular salary for the first twenty-four (24) consecutive hours of illness.
b) Permanent Full-Time who work thirty-five (35) hours per week will receive their regular salary for the first twenty-one (21) consecutive hours of illness.

c) Permanent Part-Time who work less than thirty-five (35) per week will receive their regular salary for consecutive hours of illness prorated to hours regularly worked. For example:

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<td>22</td>
<td>13</td>
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<td>20</td>
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</tbody>
</table>

d) On the next consecutive day of illness, group plan provisions commence.

18.05 Sick time, vacation and stats are accrued while on paid sick leave.

18.06 Provided that an employee maintains a bank of twenty-four (24) hours or more of accrued sick time on March 31 of each calendar year the employee may convert twenty-four (24) hours of sick time between the fiscal year of April 1 to March 31 of the following year for Personal Obligation Leave. Employees with less than twenty-four (24) hours of accrued sick time on March 31 of each fiscal year may convert sixteen (16) hours of accrued sick time between the fiscal year of April 1 to March 31 of the following year for Personal Obligation Leave.

Employees are required to notify their program as soon as possible of their inability to attend their scheduled shift. A Personal Obligation Leave is defined as an absence from work for a personal obligation that cannot be considered vacation, sick, bereavement or any other leave defined under the Collective Agreement. Requests for Personal Obligation Leave shall not be unreasonably denied.

**ARTICLE 19 - MISCELLANEOUS**

19.01 Gender

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.

19.02 Collective Agreement

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

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

19.04 New Classifications

If the Employer establishes a new classification in the Bargaining Unit, the Employer shall advise the Union of the new classification and the rate established. If requested, the Employer agrees to meet with the Union to discuss the wage rate. Where the Union does not agree with the rate established by the Employer, a grievance may be filed at Step Two or Step Three for YJS programs of the Grievance Procedure within seven (7) 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 Arbitrator 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.

19.05 Job Descriptions

The Employer shall provide the Union with job descriptions for all jobs in the Bargaining Unit within three (3) months following ratification. Prior to implementing any changes to existing job descriptions and new job descriptions, the Employer shall discuss such changes with the Union through the Union/Management Committee and every effort shall be made to mutually agree to the changes before being implemented.

19.06 Travel Allowance

a) **Personal Automobile**

Employees shall be reimbursed for authorized use of their personal automobile or other methods of transportation on Employer business at a rate consistent with the Ministry of Community and Social Services rate.

b) The Employer will pay to an employee any increased automobile insurance premiums as a result of the Employer requesting additional insurance coverage.

c) **Travel Expenses**

Prior approval from the Supervisor is required before mileage or travel expenses are reimbursed. The employee shall submit an itemized statement with receipts.
d) For employees required by their Job Description to provide a personal vehicle for transportation of clients, the employer will reimburse the sum of one hundred ($100.00) dollars annually for the purpose of detailing their vehicle, upon submission of receipt for same.

19.07 Pay Days

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

19.08 The Centre agrees to record an employee’s vacation, stat, lieu time and sick time on each employee’s pay stub.

19.09 Employees shall be paid for all time while attending mandatory staff meetings.

19.10 Effective April 1, 2008, provided an employee has completed two (2) years of continuous employment, the Centre agrees to reimburse eligible employees a maximum of fifty dollars ($50.00) every two (2) years toward the cost of a bi-annual eye exam upon submitting a receipt from an optometrist. Employees must exhaust any benefit entitlement an employee has under Appendix "B" prior to being eligible to reimbursement pursuant to this Article.

ARTICLE 20 - SALARIES

20.01 Salaries shall be as set out in Appendix "A" of this Agreement.

20.02 Effective April 1, 2014, salaries in Appendix “A” shall be increased by 1% percent
Effective April 1, 2015, salaries in Appendix “A” shall be increased by 1% percent
Effective April 1, 2016, salaries in Appendix “A” shall be increased by 1% percent

20.03 Any salary increases shall be paid retroactively to April 1 of the year in question to those employees who were or continue to be employed by the Employer.

20.04 The Job Rate for Casual Part-Time employees shall be ninety percent (90%) of the Job Rate for the corresponding Permanent Position.

20.05 Pay in Lieu of Benefits

Casual Part-Time employees who work one thousand, (1,000) hours or more in a fiscal year and are still in our employ March 31 of that fiscal year will receive two percent (2%) of their total earnings for that year in lieu of benefits.

20.06 Permanent employees who are assigned in excess of one (1) hour to a classification other than their own shall be compensated at the rate of pay of the assigned classification or her own rate of pay, whichever is greater, for all hours worked in the different classification.
ARTICLE 21 - HUMANITY FUND

21.01 The Employer agrees to deduct on a weekly basis the amount of not less than two cent ($0.02) per hour from the wages of all employees in the Bargaining Unit for all hours worked and prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers, National Office, Suite 700, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K5 and to advise in writing, both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made; the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. The Employer agrees to include such deduction on the employee's T4 Income Tax Receipt.

ARTICLE 22 - WORKER EMPOWERMENT

22.01 The Employer and the Union recognize that it is beneficial to both employees and Management to create a cooperative working environment within the Crisis Centre. Such cooperation will create an environment which will result in a successful Employer and increase job security.

In order to facilitate this, the Employer agrees to hold regular staff meetings with employees to discuss program, staff, administrative, Employer techniques of work, Employer progress and other issues which will create and maintain a cooperative working environment.

Where time permits and as a continuing expression of the desire to maintain a cooperative work environment, the Union Committee will be informed of all changes to rules and regulations to allow discussion prior to informing employees and implementation.
Article 23 - DURATION

23.01 The Agreement shall become effective April 1, 2014 and continue in effect until March 31, 2017 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.

23.02 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 the Agreement or, if applicable, to any subsequent anniversary of such expiration date.

23.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if requested to do so.

Dated this 12 day of May, 2014.

For the Employer

For the Union
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**NOTE:** Youth Services: 1 year experience = 2080 hours experience in the Youth Services program of Crisis Centre North Bay. Leaves without pay aren't calculated as experience.
APPENDIX “B” - SUMMARY OF BENEFITS

GROUP INSURANCE

a) Group Life Insurance
   - $20,000.00
   This benefit ends on the date you retire or attain age 70, if earlier.

b) Accidental Death & Dismemberment
   - Equal to Life Insurance amount
   This benefit ends on the date you retire or attain age 70, if earlier.

c) Spouse Life Insurance
   - $5,000.00

d) Child Life Insurance
   - $2,500.00

e) Supplementary Health Benefits:
   
   Prescription Drugs
   - 100% in excess of the deductible.

   Extended Health Care
   - 80% and 100% less applicable deductible.

   Extra Care
   - 100% in excess of deductible.

   Vision Care (Glasses/Contacts)  - $150.00 every 24 months

DEDUCTIBLE

   Individual  - $25.00 per Benefit Year.*

   Family    - $50.00 per Benefit Year.*

f) Dental Insurance

   Type A  - Preventative Procedures (Diagnostic, Emergency or Palliative)  - 80%.

   Type B  - Restorative Procedures (Surgical)  - 80%.

   Suggested Fee Guide  - Current fee guide for general practitioners.

   Maximum Benefit - $1,000.00 per Benefit Year for each insured person.*

*Benefit Year is September 1st to August 31st.*
LETTER OF UNDERSTANDING
RE: TRANSFERS OUTSIDE OF BARGAINING UNIT

During the 2004 negotiations, the parties clarified their intention regarding Article 12.07

It is understood and agreed by the parties that in the event a bargaining unit employee is assigned to a non-bargaining unit position as a result of a temporary absence due to maternity leave, paternity leave, or a temporary absence due to illness or injury whose duration is in excess of six (6) consecutive months, such bargaining unit employee shall be credited with all seniority for the duration of the absence.

Dated this 12th day of May, 2014.

FOR THE EMPLOYER:
Chris Centre North Bay

FOR THE UNION:
United Steelworkers

Mike Scott
Letter of Agreement #1

Reopening Bargaining for Salaries

The parties agree that the employer will re-open negotiations if their fiscal budget for 2014/2015, 2015/2016 or 2016/2017 is equal to or better than the previous year's budget. It is understood this will be for the sole purpose of discussing possible increases to wage rates and not the purpose of reducing wages rates. A committee of one (1) Management representative and one (1) Union representative selected by the local president or designate shall each fiscal year review the budget to observe if there are any increases. It is further agreed that any base increase provided by the Government of Ontario to the employers Service Contracts, specifically designated for salaries and benefits, will be passed on to the employees during the life of this agreement.

Dated this 12th day of May, 2014

For the Employer:
Crisis Centre North Bay

[Signature]

For the Union
United Steelworkers

[Signature]
LETTER OF AGREEMENT #2
RE: Establishing a Corporate Rate at a local Gym

The parties agree that the employer will establish a corporate rate at a local Gym provided there is no cost to the employer or employee. It is further agreed that the employee will be solely responsible for their membership costs should they join the Gym.

Dated this 19 day of March, 2012.

FOR THE EMPLOYER:
Crisis Centre North Bay

FOR THE UNION:
United Steelworkers

[Signatures]
Letter of Agreement #3

Joint Committee to Review Benefits

The parties agree to establish a Joint Committee comprised of one (1) Management representative and one (1) Union representative selected by the local union President or his designee to review the updated Appendix “B” and benefit package provided by the employer. So it can be observed that in fact the services of the new provider are equal to or greater than that provided by Sun Life Group Insurance.

Dated this 12th day of May, 2014

For the Employer:  
Crisis Centre North Bay

[Signatures]

For the Union:  
United Steelworkers

[Signatures]