

**COLLECTIVE AGREEMENT**

**The Sudbury Community Legal Clinic**

**- and -**

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,  
Allied Industrial and Service Workers International Union (United  
Steelworkers).**

**April 1, 2017 to March 31, 2022**

## TABLE OF CONTENTS

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01	PURPOSE OF AGREEMENT	1
------	----------------------	---

### **ARTICLE 2 - UNION RECOGNITION**

2.01	BARGAINING UNIT	
2.02	DISPUTES RE MEMBERSHIP IN BARGAINING UNIT	
2.03	JOB DESCRIPTIONS AND WORK TO BE PERFORMED BY PERSONS IN BARGAINING UNIT	
2.04	VIOLATIONS OF ARTICLE 2.03	
2.05	WORK NORMALLY PERFORMED WITHIN BARGAINING UNIT	
2.06	CONTRACTING OUT	2

### **ARTICLE 3 - VOLUNTARY RECOGNITION OF LAWYERS**

3.01	LAWYERS	
3.02	LAW STUDENTS	

### **ARTICLE 4 - NO DISCRIMINATION/FAVOURITISM**

4.01	NO DISCRIMINATION/FAVOURITISM	
4.02	PERSONNEL FILE	3
4.03	DEFINITION OF SPOUSE	

### **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01	UNLAWFUL WORK STOPPAGES AND LOCKOUTS	
5.02	CROSSING PICKET LINES DURING STRIKES	
5.03	POLITICAL ACTION	

### **ARTICLE 6 - ESTABLISHED PRACTICES**

6.01	RIGHTS AND PRIVILEGES ENJOYED BY EMPLOYEES	3
------	--	---

### **ARTICLE 7 - MANAGEMENT**

7.01	RECOGNITION OF BOARD MANAGEMENT	
7.02	MANAGEMENT FUNCTIONS	
7.03	NOT DISCRIMINATORY	4

**ARTICLE 8 - UNION SECURITY**

4

- 8.01 ALL ELIGIBLE EMPLOYEES TO BE MEMBERS OF UNION
- 8.02 UNION DUES CHECK-OFF AND REMITTANCE
- 8.03 REMITTANCE
- 8.04 INFORMATION TO BE INCLUDED
- 8.05 CLAIMS OR OTHER FORMS OF LIABILITY<sup>5</sup>
- 8.06 DEDUCTIONS RECORDED ON T-4

**ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

5

- 9.01 FIRST STEP
- 9.02 SECOND STEP
- 9.03 ARBITRATOR
- 9.04 USE OF SINGLE ARBITRATOR
- 9.05 SELECTION OF ARBITRATOR
- 9.06 EXPENSES OF ARBITRATION
- 9.07 STEPS REQUIRED PRIOR TO ARBITRATION
- 9.08 DECISION OF ARBITRATOR TO BE CONSISTENT WITH CBA
- 9.09 RIGHT TO MODIFY
- 9.10 DECISION OF ARBITRATOR FINAL AND BINDING
- 9.11 EXTENSION OF TIME LIMITS
- 9.12 PROVIDING ARBITRATOR WITH WRITTEN RECORD OF GRIEVANCE
- 9.13 UNION MAY INSTITUTE GRIEVANCES
- 9.14 FAILURE TO ANSWER GRIEVANCE

6

7

**ARTICLE 10 - DISCHARGE AND DISCIPLINARY PROCEDURE**

7

- 10.01 REQUIREMENT OF JUST CAUSE
- 10.02 WRITTEN WARNING
- 10.03 DISCIPLINE TO BE JUST AND REASONABLE
- 10.04 BURDEN OF PROOF

**ARTICLE 11 - COMMITTEES AND STEWARDS**

8

- 11.01 NAMES OF COMMITTEE MEMBERS AND STEWARDS
- 11.02 NO LOSS OF PAY

**ARTICLE 12 - UNION REPRESENTATIVE**

8

- 12.01 UNION REPRESENTATIVE NOT EMPLOYED BY EMPLOYER

<b><u>ARTICLE 13 - GENERAL CONDITIONS</u></b>		8
13.01	BULLETIN BOARDS	
13.02	COMMUNICATIONS TO MEMBERS	
13.03	UNION MEETING	
13.04	COPIES OF AGREEMENT	
13.05	CORRESPONDENCE	9
<b><u>ARTICLE 14 - SENIORITY</u></b>		9
14.01	SENIORITY PRINCIPLE	
14.02	90-DAY TRIAL PERIOD	
14.03	GRIEVANCES ARISING FROM SENIORITY	
14.04	PROBATION	
14.05	DETERMINATION OF SENIORITY	10
14.06	LOSS OF SENIORITY	
14.07	SENIORITY LISTS	
14.08	NEW CHANGES IN CLASSIFICATION	11
14.09	JOB POSTING	
14.09(a)	CONSIDERATIONS	
<b><u>ARTICLE 15 - HIRING COMMITTEE</u></b>		11
15.01	COMPOSITION OF THE COMMITTEE	
15.02	FUNCTIONS OF THE COMMITTEE	
15.03	RECOMMENDATIONS FROM THE COMMITTEE	12
15.04	NO LOSS OF PAY	
<b><u>ARTICLE 16 - LAY-OFF NOTICE AND PAY</u></b>		12
16.01	LAY-OFF NOTICE AND PAY	
<b><u>ARTICLE 17 - SEVERANCE PAY</u></b>		12
17.01	SEVERANCE PAY	
<b><u>ARTICLE 18 - LETTER OF REFERENCE</u></b>		12
18.01	LETTER OF REFERENCE	
<b><u>ARTICLE 19 - HOURS OF WORK</u></b>		12
19.01	DEFINITION OF DAY AND WORK DAY	
19.02	DEFINITION OF WORK WEEK	13

<b><u>ARTICLE 20 - OVERTIME</u></b>		13
20.01	NOTICE OF OVERTIME	
20.02	BANKED TIME	
20.03	CHILD CARE COSTS	14
<b><u>ARTICLE 21 - PAID HOLIDAYS</u></b>		14
21.01	PAID HOLIDAYS LISTED	
21.02	PAID HOLIDAYS ON WEEKENDS	
21.03	PROVISIONS FOR YEAR END HOLIDAYS	
21.04	OVERTIME ON PAID HOLIDAYS	
<b><u>ARTICLE 22 - VACATIONS</u></b>		14
22.01	PAID ANNUAL VACATION	
22.02	NEW EMPLOYEES	
22.03	ENTITLEMENT	15
22.04	VACATIONS NON-ACCUMULATING	
22.05	HOLIDAYS WITHIN VACATION SCHEDULE	
22.06	VACATION PAY DAY	
22.07	UNBROKEN VACATION PERIOD	
<b><u>ARTICLE 23 - LEAVES OF ABSENCE</u></b>		16
23.01	PERSONAL REASONS	
23.02	EXTENSION OF TIME	
23.03	PARENTAL LEAVE (FEMALE EMPLOYEES)	
23.04	PARENTAL LEAVE (MALE EMPLOYEES)	17
23.05	LEAVE TO ATTEND TO UNION BUSINESS	
23.06	POLITICAL LEAVE	
23.07	LEAVE TO WORK FOR THE UNION	18
23.08	PREVENTIVE HEALTH CARE LEAVE	
23.09	LEAVE FOR COURT APPEARANCE OR INCARCERATION	
23.10	SPECIAL LEAVE	19
23.11	PAID JURY OR COURT WITNESS DUTY LEAVE	20
23.12	ILLNESS IN THE FAMILY	
23.13	SICK LEAVE (SHORT TERM)	
23.14	ANNUAL CREDIT	
23.15	EXTENSION OF ANNUAL CREDIT	21
23.16	DEDUCTIONS FROM SICK LEAVE	
23.17	SICK LEAVE RECORDS	
23.18	SENIORITY AND BENEFITS	
23.19	PROFESSIONAL DEVELOPMENT	
23.20	DOMESTIC/FAMILY VIOLENCE	

<b><u>ARTICLE 24 - INSURANCE WELFARE PROGRAM</u></b>		22
24.01	BENEFITS	
24.02	SOCIAL INSURANCE	
24.03	SICK LEAVE (LONG TERM)	23
24.04	SENIORITY AND BENEFITS	
24.05	RETURN TO WORK	
24.06	SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)	
<b><u>ARTICLE 25 - DISABLED EMPLOYEES</u></b>		23
25.01	DISABLED EMPLOYEES	
<b><u>ARTICLE 26 - WORKERS' COMPENSATION</u></b>		24
26.01	ALL EMPLOYEES TO BE COVERED	
26.02	WAGE LOSS EQUALIZATION	
26.03	SENIORITY AND BENEFITS TO CONTINUE	
26.04	RETURN TO WORK	
<b><u>ARTICLE 27 - PLACE OF WORK CONDITIONS</u></b>		25
27.01	RIGHT TO REFUSE AND NO DISCIPLINARY ACTION TAKEN	
27.02	SENIORITY, BENEFITS AND WAGES TO CONTINUE	
27.03	PLACE OF WORK TEMPERATURE	
27.04	TIME OFF NOT CONSIDERED SICK LEAVE	
27.05	TRANSPORTATION FOR ACCIDENT VICTIMS	
27.06	FIRST AID KITS	
27.07	SEXUAL HARASSMENT	26
<b><u>ARTICLE 28 - EDUCATION ALLOWANCE</u></b>		26
28.01	EDUCATION ALLOWANCE	
<b><u>ARTICLE 29 - EXPENSE ALLOWANCE</u></b>		26
29.01	OUT-OF-TOWN TRAVEL ON CLINIC BUSINESS	
<b><u>ARTICLE 30 - AUTOMOBILE ALLOWANCE</u></b>		27
30.01	TRAVEL RATES PAID TO EMPLOYEES	

<b><u>ARTICLE 31 - TRANSPORTING CLIENTS</u></b>	27
31.01           TRANSPORTING CLIENTS	
<b><u>ARTICLE 32 - CASH SHORTAGES</u></b>	27
3201           CASH SHORTAGES	
<b><u>ARTICLE 33 - SALARIES</u></b>	27
33.01           SALARIES	
33.02           SALARY INCREASES PAID RETROACTIVELY	
<b><u>ARTICLE 34- HUMANITY FUND</u></b>	28
34.01           HUMANITY FUND	
<b><u>ARTICLE 35 - EMPLOYER-UNION COMMITTEE</u></b>	28
35.01           ESTABLISHMENT AND COMPOSITION OF COMMITTEE	
35.02           NOTICE OF ATTENDANCE BY EMPLOYER CHAIRPERSON AND UNION INTERNATIONAL REPRESENTATIVE	
35.03           MEETINGS AND MINUTES OF THE COMMITTEE	
35.04           RECOMMENDATIONS OF COMMITTEE	29
<b><u>ARTICLE 36 - TERM OF AGREEMENT</u></b>	29
36.01           TERM OF AGREEMENT	
36.02           MONETARY RE-OPENER PROVISIONS	
36.03           FAILURE TO AGREE	30
36.04           RECOURSE UNDER THE O.L.R.B. FOR CONCILIATION AND/OR MEDIATION	
36.05           EMPLOYER FREE TO LOCK OUT AND UNION FREE TO STRIKE	
APPENDIX "A"                           SALARIES	31
APPENDIX "B"                           SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)	32
<b>LETTER OF AGREEMENT:   PAY EQUITY</b>	34

## COLLECTIVE AGREEMENT

Made effective this first day of April, 2017 Sudbury, Ontario.

BETWEEN:

The Sudbury Community Legal Clinic  
its successors and assigns, hereinafter called the "EMPLOYER" and/or the "BOARD OF  
DIRECTORS"

the party of the First Part

-and-

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service  
Workers International Union (United Steelworkers) (Herein called the "Union").

the party of the Second Part

### ARTICLE 1 - PURPOSE OF AGREEMENT

- 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**

Subject to Article 3, the Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees, including the Office Administrator, save and except members of the Corporation and members of the Board of Directors.

- 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 when an employee in the bargaining unit is not available, except where such work is specifically outlined in job descriptions.

Job descriptions will be developed by the Union and the Employer but when the Employer wishes to have work normally performed by employees in the bargaining unit performed by an employee who is not in the bargaining unit and such work has not been agreed to in the job descriptions, the Employer must submit a request to the Union for approval.

2.04 In the event of a violation of Article 2.03, the Employer shall give a total of 6 hours and 30 minutes time off with pay to the employee involved, upon scheduling approval of the Executive Director. Where there is more than one employee involved, the time off shall be shared equally.

2.05 Work normally performed by an employee within the bargaining unit or similar work which has been performed by an employee in the past shall continue to be performed by an employee within the bargaining unit.

2.06 **CONTRACTING OUT**

The Employer may contract out work not normally performed by an employee within the bargaining unit, but shall, wherever possible, and especially while an employee is on lay-off, endeavour to have such work performed by an employee within the bargaining unit. Whenever it becomes necessary for the Employer to contract out work it shall ensure, whenever possible, that union labour performs such work.

**ARTICLE 3 - VOLUNTARY RECOGNITION OF LAWYERS**

3.01 **LAWYERS**

Voluntary recognition shall not be automatically extended to include lawyers hired by the Employer, but shall depend upon the prior conclusion of an Agreement between the Union and lawyers.

3.02 **LAW STUDENTS**

Law students shall not be part of the bargaining unit.

**ARTICLE 4 - NO DISCRIMINATION/FAVOURITISM**

4.01 The Employer and the Union agree that there shall be no discrimination against or favouritism toward any employee because of race, creed, colour, age, sex, nationality, ancestry, place of origin, union membership, union activity, sexual orientation, political persuasion, political activity, disability, marital status (including common law relationships), parental status or job classification.

4.02            **PERSONNEL FILE**

An employee shall have the right to examine their file in the presence of the President of the Board of Directors or the Executive Director, and the employee shall have the right to grieve its contents.

4.03            For the purpose of this agreement, “spouse” shall mean the person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage, regardless of the gender of that person.

**ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01            The Union agrees that during the term of this Agreement it will not authorize or condone any unlawful work stoppage. The Employer agrees that it will not lock out any of its employees during the term of this Agreement.

5.02            **CROSSING PICKET LINES DURING STRIKES**

The Employer agrees that no employee in the bargaining unit will be required to cross any picket line which has not been declared illegal by a competent authority nor will the employees be required to work on any product that comes from or is intended for any employer whose employees are engaged in or affected by a strike or lockout which has not been declared illegal.

5.03            **POLITICAL ACTION**

No employee shall be disciplined for participation in any political action called for by the Canadian Labour Congress, its affiliates or subordinate bodies, provided the employee is not in conflict with the performance of the employee’s employment duties.

**ARTICLE 6 - ESTABLISHED PRACTICES**

6.01            Any rights and privileges enjoyed by the employees 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.

**ARTICLE 7 - MANAGEMENT**

7.01            The Union recognizes that it is the function of the Board to manage the affairs of the Clinic and to direct the working forces of the Employer, subject to the provisions of this Agreement.

7.02            Such management functions shall be:

- a) to maintain discipline of employees, including the right to make reasonable rules and regulations, provided, however, that any dispute as to the reasonableness of such rules and regulations or any dispute involving claims of discrimination, inequity or unfairness against any employee in the application of such rules and regulations shall be subject to the grievance procedure of this Agreement,
- b) to discharge, suspend, discipline or demote employees for just and reasonable cause, and also to hire, transfer and promote employees, provided the seniority provisions of this Agreement are observed.

7.03 **NOT DISCRIMINATORY**

The Board shall not exercise its rights to direct the working force in a discriminatory, inequitable, unreasonable or unfair manner.

**ARTICLE 8 - UNION SECURITY**

- 8.01 It shall be a condition of employment that every employee eligible for inclusion in the bargaining unit become and remain a member of the Union in good standing. Every new, rehired or recalled employee must become a member of the Union on the date of hire, rehire or recall.
- 8.02 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, 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.
- 8.03 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 Employer 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.
- 8.04 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 covered under this agreement from whom dues were deducted and the amount of dues deducted;
  - b) A list of the names of all employees covered under this agreement from whom no deductions have been made and reasons;

c) This information shall be sent to both Union addresses identified in Article 8.03 in such form as shall be directed by the Union to the Employer.

8.05 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

8.06 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union Dues paid by the employee during the previous year.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.01 FIRST STEP**

a) Any employee and/or the employees Steward may discuss any grievance with the Liaison Officer within 7 days of the events giving rise to the grievance. The Liaison Officer shall state their decision to the Steward within 7 working days or at any later time mutually agreed upon.

b) For the purposes of disputes in the scheduling of banked time (Article 20.02), substitute days off (Article 21.02), accumulated vacation entitlement (Article 22.03), or the extension of sick leave for illness in the family (Article 23.12), the employee and/or the employees Steward has the right to discuss such grievance of an adverse decision by the Executive Director with the Liaison Officer or the employees designate and receive a decision within 5 days of the adverse decision having been made.

### **9.02 SECOND STEP**

If no settlement is reached under Article 9.01, the grievance shall be stated in writing and presented to the Executive of the Board within five (5) working days of the adverse decision. The Executive shall hold a meeting with the Union's Grievance Committee within **five (5)** working days thereafter to attempt a settlement of the dispute. A Staff Representative of the Union may attend that meeting. The Employer shall advise the Union in writing of its decision within five (5) working days after the meeting.

Failing satisfactory settlement within five (5) clear days after submission at Stage Two, the matter may be referred to arbitration within 30 additional days from the time the answer was or should have been received.

9.03            **ARBITRATOR**

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.

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

9.05            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.

9.06            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.

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

9.08            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.

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

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

9.11            **EXTENSION OF TIME LIMITS**

Any and all 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.

9.12            A written record of the grievance presented at Stage Two of the Grievance Procedure and the decision of the Employer thereon, 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.

9.13 **UNION MAY INSTITUTE GRIEVANCES**

If the Employer is alleged to have violated any provisions of the Agreement and such violation

- a) affects more than one (1) employee, or
- b) affects the interests of the Union as a party to this Agreement,

the union may initiate, sign, and process the statement of the grievance on behalf of the aggrieved employee or the Union, as the case may be.

9.14 **FAILURE TO ANSWER GRIEVANCE**

If either party fails to answer a grievance within a time limit specified in this Article, the other party may move the grievance to the next stage as if an adverse decision had been given.

**ARTICLE 10 - DISCHARGE AND DISCIPLINARY PROCEDURE**

10.01 An employee who has completed their probationary period may be dismissed or suspended but only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

10.02 **WRITTEN WARNING**

The Board shall not take disciplinary action without first warning the employee, in writing, unless the circumstances justify immediate discipline or discharge. All disciplinary action shall be given in writing, giving reason for such disciplinary action.

10.03 The Employer shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step Two of the grievance procedure within five (5) working days.

10.04 **BURDEN OF PROOF**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

## **ARTICLE 11 - COMMITTEES AND STEWARDS**

11.01 The Union will notify the Employer in writing of the names of its committee members and Steward(s).

### 11.02 **NO LOSS OF PAY**

When the legitimate business of a committee member or Steward requires the employees to leave their job or department with appropriate authorization of the employer, the employees shall not suffer loss of pay for time spent in the performance of those duties during the employees working hours.

## **ARTICLE 12 - UNION REPRESENTATIVE**

12.01 If a staff or other authorized Union representative who is not employed by the Employer wants to speak to Local Union representatives in the Clinic about a grievance or other official Union business, the employees shall contact the Union Steward, who in turn shall request permission of the Executive Director and such permission shall not be unreasonably withheld, and the Union Steward shall then call the Local Union representative to the office where they may confer privately. These talks will be arranged so that they will not needlessly interfere with the affairs of the Clinic.

## **ARTICLE 13 - GENERAL CONDITIONS**

### 13.01 **BULLETIN BOARDS**

The Employer agrees to provide the Union with bulletin boards in the Clinic for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

### 13.02 **COMMUNICATIONS TO MEMBERS**

Union representatives are entitled to distribute Union literature and to convene Union meetings on the employer's premises during non-working hours.

### 13.03 **UNION MEETING**

Once per month, employees shall be allowed an hour off with pay for the purpose of attending a Union meeting.

### 13.04 **COPIES OF AGREEMENT**

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and the employees' rights and duties under it. For

this reason, the Employer shall print the Agreement and provide a copy to each employee.

13.05            **CORRESPONDENCE**

A copy of all correspondence regarding the contract between the Employer and the Union shall be submitted to the designated Local Union representative and the USW Staff Representative.

**ARTICLE 14 - SENIORITY**

14.01            The parties recognize that job opportunity and security shall increase in proportion to length of continuous service. It is therefore agreed that in all cases of vacancy, promotion, lay-off and recall after lay-off, senior employees shall have preference, if the employee has the skills, ability and experience to do the job. Vacation shall be based on seniority pursuant to past practice.

14.02            **90-DAY TRIAL PERIOD**

In recognition, however, of the responsibility of the Board for the efficient operation of the Clinic, it is understood and agreed that in any case referred to in Articles 14.01, 14.09, and 14.09(a), the Board shall have the right to pass over any employee if it establishes, after a ninety (**90**) working day trial or training period, that the employee does not have the ability, knowledge, and skill to perform the work.

The employee shall have the option of returning to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate without loss of seniority.

14.03            **GRIEVANCE ARISING FROM SENIORITY**

In the event of any grievance arising regarding seniority, the Arbitrator shall substitute its judgment for that of the Employer in determining whether an employee does not have the ability to perform the work after a reasonable trial or training period.

14.04            **PROBATION**

Seniority of each employee covered by this Agreement shall be established after a probationary period of ninety (90) working days and shall count from the date of employment.



14.05

**DETERMINATION OF SENIORITY**

a) Seniority but not service shall be maintained and accumulated during absence due to lay-off, sickness, or accident;

b) Seniority but not service shall be maintained and accumulated during all authorized leaves of absence except for those listed below. For leaves of absence as listed below, seniority shall be maintained, but not accumulated:

- 23.02 extended personal leave
- 23.06 upon election to political office

14.06

**LOSS OF SENIORITY**

An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons:

a) if the employee resigns, in writing, and does not rescind the resignation within three (3) working days;

b) if the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;

c) if the employee is laid off and fails to return to work within ten (10) days after they have been notified so to do by the Employer by Priority Post, requiring the signature of the addressee, to the employees last known address (a copy of which notice shall be sent to the Union). However, should the letter not be delivered by Priority Post through no fault of the employee, the ten (10) day period will commence only after the employee has become aware of their recall;

d) if the employee has been on lay-off for lack of work for a period of more than twenty-four (24) consecutive months

e) if the employee is absent without leave or justifiable reason for a period of ten (10) consecutive working days.

14.07

**SENIORITY LISTS**

There shall be a seniority list maintained by the Employer which shall state the seniority date of each employee. Every twelve (12) months, the list shall be revised and a copy posted on the Clinic bulletin board. The Union shall also be provided with one (1) copy by email or fax to the address or fax number provided by the Union

14.08            **NEW CHANGES IN CLASSIFICATION**

New classifications or changes in existing classifications and wage rates of same which fall within the scope of this Agreement will be mutually agreed upon by the Employer and the Union.

14.09            **JOB POSTING**

Every vacancy for a position of more than thirty (30) working days' duration and for every newly-created position shall be posted for five (5) working days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application in writing to the Employer within five (5) working days of the posting.

14.09 (a)        **CONSIDERATIONS**

In deciding which applicant shall fill the vacancy, the Employer shall consider the following two (2) factors:

- 1)        the seniority ranking of the applicants affected;
- 2)        the requirements and efficiency of operations and the ability, knowledge, experience and skill of the applicant to fill the normal requirements of the job. When factor (2) is to all intents and purposes equal as between two (2) or more employees, their relative seniority ranking shall govern.
- 3)        The employer shall make its selection of a successful candidate within 40 calendar days of the close of the posting.

**ARTICLE 15 - HIRING COMMITTEE**

15.01            For each hiring of a new employee in a position within the bargaining unit, a committee shall be established consisting of one member of the Union, one member of the Board, one lawyer and the Executive Director. This committee shall be called the Hiring Committee.

A chairperson for the Committee shall be determined by the Committee.

15.02            **FUNCTIONS OF THE COMMITTEE**

Upon notification from the Board that a position is to be filled, the Committee shall:

- a)        ascertain that a salary range and a job description for this position has been duly agreed upon by the Union and the Board;

- b) failing application for the position from within the Union, advertise the position within the community, to other legal clinics and any other places that the Committee may deem necessary;
- c) receive and review all applications for the position;
- d) interview the most promising candidates and agree upon one candidate for the position;
- e) recommend the chosen candidate with a salary proposal from within the range and a proposed starting date to the Board.

15.03 The Board agrees to either accept or reject any recommendations from the Hiring Committee in writing with reasons. Where the Board does not accept the recommendation of the Hiring Committee, the matter shall be referred back to the said Committee for another recommendation.

15.04 Time spent by the employee in work on the Hiring Committee shall be considered as time worked.

**ARTICLE 16 - LAY-OFF NOTICE AND PAY**

16.01 In the event of lay-off, every employee affected shall be given a minimum of either four (4) weeks' notice in advance, in writing, or four (4) weeks' pay in lieu of notice at the employees appropriate rate of pay. The Union shall be given adequate advance notice of pending lay-offs.

**ARTICLE 17 - SEVERANCE PAY**

17.01 In the event an employee is permanently laid off, the employee will be entitled to severance pay to a maximum of one week per year of service.

**ARTICLE 18 - LETTER OF REFERENCE**

18.01 On termination of employment for any reason, the Employer shall provide a letter of reference on request.

**ARTICLE 19 - HOURS OF WORK**

19.01 **DEFINITION OF DAY AND WORK DAY**

A day is a 24-hour period beginning with the start of the employee's shift. The basic work day is eight (8) consecutive hours of work in the 24-hour period, broken only by the established lunch and relief periods.

19.02            **DEFINITION OF WORK WEEK**

The basic work week is made up of five (5) work days as defined in 19.01, Monday through Friday.

**ARTICLE 20 - OVERTIME**

20.01            The Employer shall give notice of overtime as far in advance as is practical. Where applicable, all overtime work shall be voluntary and must be authorized. Overtime work shall be equitably distributed among those normally performing the work.

Every employee who works overtime, including meetings and weekend work, shall, on each occasion, complete an overtime record showing the day, hours worked (which shall include a paid lunch period where required under the Employment Standards Act) and reasons, and shall submit the overtime records to the Executive Director on at least a monthly basis. Where possible, on matters requiring a significant number of overtime hours, or matters which will require overtime work on a number of occasions, the employee shall seek approval from the Executive Director in advance of working such overtime. It is understood that the Executive Director has the overall authority to direct and instruct employees on what overtime is justified or required. Only overtime worked in accordance with this Article shall be banked in accordance with Article 20.02.

20.02            **BANKED TIME**

- a)        All overtime hours will be banked at one and one-half (1½) times the actual hours worked;
  
- b)        Banked time must be taken within the three months following the overtime worked;
  
- c)        There shall be a central register for the purpose of recording and scheduling banked time;
  
- d)        Banked time may be taken at the employee's request with at least three (3) days' notice in person to the Executive Director or designate whose approval will be forthcoming as long as such request does not interfere with the efficient operation of the Clinic. An adverse decision by the Executive Director must be communicated to the employee in writing with reasons within one day of the request.

20.03            **CHILD CARE COSTS**

Where overtime is necessitated by official Clinic activities, reasonable child care costs arising from that will be reimbursed by the Employer.

**ARTICLE 21 - PAID HOLIDAYS**

21.01            The following shall be paid holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, two (2) floaters and employee's birthday.

21.02            Where a holiday falls on a Saturday or Sunday, there shall be a day substituted for such holiday, as may be agreed upon by the employees and the Executive Director, or such day as may be established by statute, proclamation or otherwise.

21.03            **PROVISIONS FOR YEAR END HOLIDAYS**

The office will be closed during the period between Christmas Eve and New Year's Day, inclusive.

21.04            **OVERTIME ON PAID HOLIDAYS**

An employee required to work on any of the above holidays covered in Article 21.01 shall, in addition to receiving the employees regular pay, take time in lieu off at the rate of one and one-half (1½) times the actual hours worked.

**ARTICLE 22 - VACATIONS**

22.01            Each employee who has finished their probation period shall be entitled to an annual vacation as specified in this Article.

22.02            **NEW EMPLOYEES**

Vacation entitlement for new employees shall be calculated at 7.7% of employment from their starting date to December 31st immediately following. This vacation may be taken any time after probation is finished. However, should a new employee leave their employment before the January 1st following the employees starting date, vacation entitlement shall be calculated from starting date to last day worked, and any vacation pay received in excess of entitlement so calculated shall be reimbursed to the Employer.

22.03

**ENTITLEMENT**

Between January 1st and December 31st of each year, each employee shall receive a vacation with full pay in accordance with their years of employment. Furthermore, January 1st after the date of hire shall be the anniversary date for all employees in calculating vacation time off, and such time off shall be as follows:

- up to three years of employment **20 working days**
- greater than three years of employment **25 working days**
- greater than six years of employment **30 working days**
- greater than ten years of employment **35 working days**

Upon termination of their employment, the annual vacation entitlement of an employee shall be pro-rated and calculated from January 1st to the last day worked.

22.04

**VACATIONS NON-ACCUMULATING**

Vacations shall not be accumulated from year to year. However, an employee may bank up to ten (10) days of vacation entitlement taken in accordance with the provisions outlined in Article 22.03. In extenuating circumstances, the employee may apply to the Board, and the Board may allow in addition to the 10 banked days five (5) further days to be carried over and used in the following year.

22.05

**HOLIDAYS WITHIN VACATION SCHEDULE**

If a paid holiday occurs during an employee's vacation, they shall be allowed a substitute vacation day.

22.06

**VACATION PAY DAY**

An employee shall, upon giving at least two weeks' notice, receive on or before the employees last working day before vacation, any pay cheque normally due during the vacation period. A pay cheque issued in this manner shall be currently dated.

22.07

**UNBROKEN VACATION PERIOD**

Employees shall be entitled to take a maximum of three weeks of unbroken vacation, if they so desire.

## **ARTICLE 23 - LEAVES OF ABSENCE**

### 23.01 **PERSONAL REASONS**

An employee who submits a written request shall be allowed up to a thirty (30) day leave of absence for personal reasons without pay but without loss of benefits or seniority.

### 23.02 **EXTENSION OF TIME**

An extended leave of absence of up to one (1) year may be granted if there is good reason and the Employer agrees. The employee must request the extension in writing to the Employer prior to the expiration of the employees current personal leave. Such extended leave shall be without pay, benefits or accumulation of seniority.

### 23.03 **PARENTAL LEAVE (FEMALE EMPLOYEES)**

The length of parental leave shall cover a period of up to thirteen months in the case of the birth of a child and up to twelve months in the case of placement of a child for adoption.

In the case of the birth of a child, the leave may start no earlier than eight weeks before the week of expected birth of the child, and must start no later than the week in which the child is born.

In the case of the placement for adoption of a child or children, the paid leave shall be taken in the period commencing one(1) month prior to the expected placement for adoption of the child or children and ending twelve (12) months after the actual placement for adoption of the child”.

The unpaid period of the parental leave shall include any period during which EI pregnancy or parental benefits are paid.

When a doctor's certificate is provided stating that a longer period of parental leave is required for health reasons, short term sick leave and/or long term disability shall apply.

While on parental leave, an employee shall retain her full employment status and all benefits under this Collective Agreement and accumulate seniority.

When an employee decides to return to work after parental leave, she shall provide the Employer with at least two (2) weeks' notice. On return from a parental leave, the employee shall be placed in her former position.

23.04      **PARENTAL LEAVE (MALE EMPLOYEES)**

Male employees shall be entitled to one (1) month parental leave with full pay. They shall be required to take such leave during the period commencing one (1) month prior to the birth or the expected placement for adoption of the child or children and ending twelve (12) months after the birth or placement for adoption of their child or children and they shall not be entitled to spread the equivalent of their leave period over more than a six month period .

Male employees shall also be entitled to unpaid parental leave for any additional period of time for which they are in receipt of Employment Insurance parental benefits.

While on parental leave, an employee shall retain his full employment status and all benefits under this Collective Agreement and accumulate seniority. On return from a parental leave, the employee shall be placed in his former position.

23.05      **LEAVE TO ATTEND TO UNION BUSINESS**

a)      Employees who have been elected or appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence with pay, and without loss of benefits or seniority, for that purpose to a maximum of two (2) weeks per calendar year. The Union will reimburse the Employer for the wages paid to the above noted employees while on union business.

b)      Leave will only be granted if the Union gives the Employer at least fifteen (15) days' advance notice of the name of the employee and the dates for which leave is required. A maximum of one employee may be on leave pursuant to Article 23.05 at any one time.

23.06      **POLITICAL LEAVE**

The Employer shall grant an employee a leave of absence without pay, but without loss of benefits or seniority, for up to two (2) months to campaign for



the employees election to any municipal, provincial or federal government office if the employees requests such leave from the Board in writing at least fifteen (15) days, if possible, in advance.

The Employer will also grant an employee who is elected to a political office at the municipal, provincial or federal level, a leave of absence without pay, benefits or accumulation of seniority for the duration of the employee's terms of office.

23.07 **LEAVE TO WORK FOR THE UNION**

The Employer shall grant leaves of absence without pay or benefits of not less than one (1) month and not more than one (1) year, on written request by the local Union of not less than thirty (30) days in advance to the Employer. However, seniority shall accumulate. No more than one employee shall be entitled to leave under this section at any one time.

23.08 **PREVENTIVE HEALTH CARE LEAVE**

Employees shall be given up to three (3) days per annum leave of absence with pay, benefits and accumulation of seniority in order to engage in personal preventive medical health and dental care. Such entitlement shall not be accumulative and shall not be considered as sick leave.

23.09 **LEAVE FOR COURT APPEARANCE OR INCARCERATION**

(a) If an employee is accused of an offence which requires a court appearance, the employee shall be entitled to leave of absence without pay, but with benefits and accumulation of seniority to attend court.

(b) If an employee is jailed awaiting a court appearance, the employee shall be entitled to leave of absence without pay, but with benefits and accumulation of seniority to a maximum of thirty (30) days.

(c) If an employee is sentenced for an offence, the Employer may grant a leave of absence without pay, benefits or accumulation of seniority to cover the period of incarceration.

(d) If an employee is accused of an offence committed in the course of employment, and in defence of a client or client group, the employee shall be entitled to leave of absence for all court appearances and periods of incarceration with pay, benefits and accumulation of seniority. In these circumstances, the Employer shall also endeavour to make all necessary and reasonable arrangements for bail for the employee.

(e) Nothing in this Article shall derogate from the right of the Employer to discipline or discharge an employee for just and reasonable cause.

(f) The Employer shall pay all costs, including any deductible, not covered by the Professional Liability Insurance Policy including all legal, court, and judgement costs for any action initiated against an employee by virtue of the performance of the employee's employment duties.

23.10 **SPECIAL LEAVE**

Employees shall be allowed leave of absence with pay, benefits and accumulation of seniority for the following reasons:

**REASON**

**LEAVE OF ABSENCE**

Employee's marriage

Three (3) working days at the discretion of the employee

Marriage of employee's child, brother, sister, mother or father

The day of the wedding

Where employee obtains permanent custody of a child or children not recently in the employees custody

One (1) month

Serious fire or flood in employee's household

Up to three (3) days

Moving employee's household

Maximum of one (1) day per year

Serious household or domestic emergency

Maximum two (2) days per year

Employee's or employee's spouse or dependant's or parent's graduation

One (1) day

**REASON**

**LEAVE OF ABSENCE**

Death in the immediate family including mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren,

step-children, step-parents,  
and spouse's grandparents;

Where said death does not  
require travel outside the  
District of Sudbury

Five (5) days

Where said death requires  
travel outside the District  
of Sudbury

Five (5) days

Funeral

One-full day

### 23.11 **PAID JURY OR COURT WITNESS DUTY LEAVE**

An employee required to act as juror or subpoenaed as a witness in court shall be granted leave of absence for such purpose with pay, benefits and accumulation of seniority. The employee shall be entitled to the jury or witness duty fee or the employee's full salary for the period required, whichever is greater. To obtain full salary, the employee must remit to the Employer their jury or witness duty fee. The employee may retain any travel expenses or meal allowance which the employee receives.

### 23.12 **ILLNESS IN THE FAMILY**

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, the employee shall be entitled to use accumulated sick leave days for this purpose.

### 23.13 **SICK LEAVE (SHORT TERM)**

#### **DEFINED**

Sick leave (short term) means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, psychologist, chiropractor or dentist.

Sick leave provisions outlined here will not apply where compensation is payable under the Workers' Safety and Insurance Act, and will apply to occasions where the Legal Aid Ontario package of benefits (Appendix "B") cannot apply.

### 23.14 **ANNUAL CREDIT**

Sick leave (short term) shall be given as an annual (April 1-March 31) credit of twelve (12) days. Unused days to a maximum of seven (7) days may be carried over to the next year, and added to the twelve (12) day allocation for that year.

23.15 **EXTENSION OF ANNUAL CREDIT**

Where an employee exhausts the 12-day allocation, application by the employee to the Executive Director shall be made for an extension and the Executive Director shall consider the circumstances.

23.16 **DEDUCTIONS FROM SICK LEAVE**

A deduction shall be made from sick leave of all normal working days (exclusive of holidays) absent for sick leave.

Absence for half a day or more, but less than a full day, shall be deducted according to the hours taken.

23.17 **SICK LEAVE RECORDS**

Sick leave records shall be maintained in a central register. Twice during the year, no later than ten (10) working days after July 31st and November 30th, the Employer shall provide each employee with a record of their sick days.

23.18 **SENIORITY AND BENEFITS**

An employee, while on sick leave, shall be entitled to accumulate seniority but not service under this Collective Agreement. Benefits shall continue while an employee is on sick leave for a period of 12 months.

23.19 **PROFESSIONAL DEVELOPMENT**

Whenever feasible, the Employer agrees to provide work-related courses and/or appropriate work-related training to all employees in all areas of employee responsibility. Employees shall be paid all reasonable expenses subject to LAO guidelines and regular salary while attending such courses or training seminars.

23.20 **DOMESTIC/FAMILY VIOLENCE**

a) In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to four (4) weeks. The employee is entitled to up to five (5) months of unpaid leave.

- b) The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentially while ensuring workplace safety;
- c) When the occasion arises, the Employer, jointly with the Health and Safety representative, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;
- d) The Employer will allow staff to attend appropriate training subject to the approval of the Executive Director.
- e) The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements, accommodations; and
- f) The Employer will protect the employees from discrimination on the basis of their disclosure, experience, or perceived experience of domestic violence.

**ARTICLE 24 - INSURANCE WELFARE PROGRAM**

24.01 **BENEFITS**

- a) Employees shall be entitled to co-sponsored benefits as set out in the SSQ benefit booklet as amended from time to time or any plan that replaces it. Employees shall be entitled to the Group Registered Retirement Savings Plan, in accordance with the LAO Plan or its successor.
- b) Each employee shall be responsible for the cost of any shortfall in the benefit cost of that member to a maximum of 3.5% of each employee’s gross salary.

24.02 **SOCIAL INSURANCE**

- a) In the event that a compulsory, government-sponsored health, medical or welfare program is instituted, covering in whole or in part the benefits provided under the Insurance-Welfare Program, the Union and the Employer shall meet as soon as possible following publication or notice of such government-sponsored program for the purpose of revising the Insurance-Welfare Program so as to eliminate any duplication of coverage.
- b) To the extent that benefits under the government-sponsored plan are inferior to those under the Insurance-Welfare Program the parties shall arrange for coverage of any such deficiency.

24.03 **SICK LEAVE (LONG TERM)**

**DEFINED**

Long term disability means the period of time an employee is absent from work and has been deemed eligible for long term disability under the co-sponsored benefits package.

24.04 **SENIORITY AND BENEFITS**

An employee, while on long term disability, shall be entitled to accumulate seniority, subject to Article 14.06(d), and shall also be entitled to the following benefits:

- a) The employee will continue to receive any benefits forthcoming from the current co-sponsored benefits package, as amended from time to time, for 12 months, for employees in this situation.  
The Employee shall not accumulate service.

24.05 **RETURN TO WORK**

Where an employee has suffered a long term illness or disability and has been certified by a medical practitioner fit to return to work, the employee shall be placed in their former or equivalent position with the Employer.

24.06 **SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN**

Employees shall receive Supplemental Unemployment Benefits (SUB) as per Appendix "B" attached. In addition, the employee shall be entitled to accumulate seniority and receive all benefits, as outlined in the co-sponsored benefits package.

**ARTICLE 25 - DISABLED EMPLOYEES**

- 25.01 In the event of an employee sustaining injuries on or off the job, or becoming affected by occupational disease during the course of the employee's employment and becoming disabled as a result thereof, every effort shall be made by the Employer to give the disabled employee such suitable employment as is available.

## **ARTICLE 26- WORKERS' COMPENSATION**

### 26.01 **ALL EMPLOYEES TO BE COVERED**

All employees shall be covered by the Workplace Safety and Insurance Act (WSIA).

### 26.02 **WAGE LOSS EQUALIZATION**

a) An employee injured while and as a result of performing her/his work duties, will suffer no loss of pay on the day she/he was injured

b) If an employee is injured in the course of performing work duties and as a result of such injury is in receipt of payment by the Workplace Safety Insurance Board for time lost, the employer shall pay the difference between the amount received by the employee from the Workplace Safety Insurance Board for lost wages and the amount the employee would have received for their net wages had the employee not been injured. Under no circumstances shall the employer continue the make-up of the difference beyond nine (9) calendar months from the day the employee became entitled to Workplace Safety Insurance Board payment.

Section 26.02 (b) does not apply to probationary employees. It is understood and agreed that if any payment by the employer exceeds an amount greater than her/his net wage when such an amount is combined with her/his Workplace Safety Insurance Board payment, then the excess payment shall be refunded to the employer.

### 26.03 **SENIORITY AND BENEFITS TO CONTINUE**

An employee receiving benefits for a compensable injury under the WSIA shall accumulate seniority and shall be entitled to the following benefits;

a) The employee will continue to receive any benefits forthcoming from the current co sponsored benefits package, as amended from time to time, for employees in their situation provided the employee makes any employee contribution required by the plan.

### 26.04 **RETURN TO WORK**

a) Where the employee has been off work and has been certified fit to perform modified work by a medical practitioner, the employer shall provide such work if available.

b) Where an employee has been off work and on WSIA benefits and has been certified by a medical practitioner fit to return to work, the employee shall be placed in their former or equivalent position with the Employer.

## **ARTICLE 27 - PLACE OF WORK CONDITIONS**

### **27.01 RIGHT TO REFUSE AND NO DISCIPLINARY ACTION TAKEN**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace that would be unsafe or unhealthy to the employee, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter has been investigated.

### **27.02 SENIORITY, BENEFITS AND WAGES TO CONTINUE**

In the event of a work stoppage under the Occupational Health and Safety Act or Articles 27.01 or 27.03, the Employer agrees to continue wages, benefits and the accumulation of seniority.

### **27.03 PLACE OF WORK TEMPERATURE**

No employee shall be forced to work when the temperature in the Clinic falls below 18°C or rises above 29°C. Furthermore, the employee shall have the right to remove themselves from the work area if the above temperatures apply.

### **27.04 TIME OFF NOT CONSIDERED SICK LEAVE**

Time off resulting from employment conditions as set out in 27.01 and 27.03 shall not be considered sick leave.

### **27.05 TRANSPORTATION FOR ACCIDENT VICTIMS**

Initial transportation from the accident scene for employees requiring medical care as a result of a work-related accident shall be at the expense of the Employer.

### **27.06 FIRST AID KITS**

A First Aid Kit shall be supplied and maintained by the Employer.



27.07

**SEXUAL HARASSMENT**

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:

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

Any employee may report a complaint to a joint committee which shall consist of the employee's Union Steward and the Liaison Officer. The complaint shall be investigated in a confidential manner and the finding with recommendations for a satisfactory resolution shall be submitted to the employees involved.

Any recommendations for disciplinary action shall be referred to the Executive of the Board of Directors.

All information of the Committee respecting the complaint, investigation, report or other pertinent information shall be confidential. Nothing shall prevent any employee from pursuing his or her complaint through the available legal procedures.

**ARTICLE 28 - EDUCATION ALLOWANCE**

28.01 Commencing in April, 2017 the Employer shall pay for all work related courses. All courses must be approved by the Executive Director.

**ARTICLE 29 - EXPENSE ALLOWANCE**

29.01 Provided the expenses claimed are within LAO guidelines, employees shall be allowed the following while travelling out-of-town on Clinic business:

a) the cost of air fare and/or other public transportation when receipts are supplied; or,

the automobile allowance set out in Article 30 for use of personal car, up to a maximum limit, which is the total of the cost of regular air fare plus any local transportation costs saved by use of the automobile;

b) actual cost of hotel room when receipts supplied;

c) actual cost of necessary and reasonable expenses for which receipts are provided, including meals, taxis, parking, etc.

d) Those travelling for Clinic business shall not be expected to travel (if driving more than 250 km) should programming go past 3:00 p.m.

### **ARTICLE 30 - AUTOMOBILE ALLOWANCE**

30.01 Travel rates paid to an employee using the employees own automobile for the Employer's business shall be as follows:

a) the Employer shall reimburse the employee at current LAO rates, as amended from time to time;

b) the Employer shall not make it a condition of employment that the employee own an automobile.

### **ARTICLE 31 - TRANSPORTING CLIENTS**

31.01 Employees will not be required to transport Clinic clients in their personal automobiles.

### **ARTICLE 32 - CASH SHORTAGES**

32.01 An employee handling cash shall not be responsible for paying back shortages other than those arising from the employee's own dishonesty, and dishonesty shall not be presumed unless proven.

### **ARTICLE 33 - SALARIES**

33.01 Salaries shall be as set out in Appendix "A" of this Agreement, and as provided by Article 35.

33.02 Any salary increases shall be paid retroactively to April 1 of the year in question. All retroactive increases shall be dependent on LAO funding for that purpose.

## **ARTICLE 34 - HUMANITY FUND**

- 34.01 The Employer agrees to deduct on a per pay period basis the amount of one dollar and fifty cents (\$1.50) from the wages of all employees in the Bargaining Unit prior to the fifteenth (15<sup>th</sup>) day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers, National Office, at the address provided by the Union, 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 Company agrees to include such deductions on the employee's T4 Income Tax Receipt.

## **ARTICLE 35 - EMPLOYER-UNION COMMITTEE**

### 35.01 **ESTABLISHMENT AND COMPOSITION OF COMMITTEE**

An Employer-Union Committee shall be established for the purpose of:

- discussing labour-management matters, and occupational health and safety;
- reviewing issues of working conditions and service (but not formal grievances concerned with these);
- correcting conditions causing grievances and misunderstandings.

The Employer-Union Committee shall be composed of two persons designated by the Board of Directors, one of whom may be the Executive Director, and two persons designated by the Union, one of whom shall be the Union Steward.

### 35.02 **NOTICE OF ATTENDANCE BY EMPLOYER CHAIRPERSON AND UNION INTERNATIONAL REPRESENTATIVE**

The Chairperson of the Board of Directors and the International Representative of the Union may attend meetings of the Committee, but mutually-agreed notice of such attendance shall be given to the Committee so as to provide for attendance of both parties if desired.

### 35.03 **MEETINGS AND MINUTES OF THE COMMITTEE**

The Committee shall meet at the request of either party at a mutually agreed upon time and place, and minutes shall be initialled by both parties. Employees shall not suffer any loss of pay for time spent with this Committee and time spent in meetings shall be considered to be time worked.

35.04

**RECOMMENDATIONS OF COMMITTEE**

The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions.

The functions and recommendations of the Committee shall not supersede the Collective Agreement, nor the Grievance and Arbitration Procedures set out in the Collective Agreement, nor the right of the Employer to manage the work place.

Any recommendation which appears to attempt to alter, or may have the effect of altering current practice under the Collective Agreement shall not have effect until it is reduced to writing in the form of a Letter of Agreement, signed by the Employer and the Union and appended to the Collective Agreement.

**ARTICLE 36- TERM OF AGREEMENT**

36.01 Subject to the monetary re-opener provisions contained in Article 36.02, this Agreement shall become effective on the first day of April, 2017, and shall remain in effect for a period of three (5) years terminating midnight March 31, 2022. It shall be renewed automatically every one (1) year thereafter unless either party gives ten (10) clear days' notice of amendments to the other party within the ninety (90) day period immediately prior to the anniversary date. In the event that either party serves notice to the other party of its desire to amend, this Agreement shall continue in effect after the anniversary date until such time as a new agreement has been reached or until the conciliation procedures, as required by legislation, have been completed, whichever is the sooner.

36.02 On April 1, of each succeeding year of this Agreement after April 1, 2017, the following items will be open to renegotiation:

Article 33 and Appendix "A"                      Salaries

If either party gives ten (10) clear days' notice of amendments to the other party within the ninety (90) day period immediately prior to April 1. In the event that either party serves notice to the other party of its desire to amend, these Articles shall continue in effect after April 1, until such time as an agreement has been reached or until the employer or the Union believes that an agreement cannot be reached.

A failure on the part of the Employer and the Union to agree to any of these monetary items shall have the effect of rendering the Collective Agreement null and void.

- 36.03 Either party may confirm a failure to agree in relation to the items above by providing a written notice to the other party specifying the item or items in issue and the proposals of that party in relation thereto.
- 36.04 If no resolution is reached within fifteen (15) days of the delivery of the notice specified in 35.03, the parties shall jointly seek recourse under the Ontario Labour Relations Act for conciliation and/or mediation.
- 36.05 Once the procedures outlined in 35.04 have been completed, and the item or items in issue remain unresolved, the Employer shall be free to lock out its employees and the Union shall be free to strike and such actions shall be considered to have been lawfully undertaken.

DATED at Sudbury, Ontario, this        day of        , 2017.

Signed on behalf of

**The Employer:**

**The Union:**

---

---

---

---

---

---

**APPENDIX "A"**

**LETTER OF AGREEMENT - SALARIES**

**(PURSUANT TO ARTICLE 33.01)**

It is agreed that salaries effective March , 2017 are as follows:

**Community Legal Workers:**

ML	\$91,108.98 (including pay equity) plus \$800 annual bilingual bonus
CC	\$82,204.86 (including pay equity)

**Support Staff**

GG	\$72,828.04 (including pay equity) plus \$800 annual bilingual bonus
AML	\$60,617.89 (including pay equity) plus \$800 annual bilingual bonus
CA	\$59,207.71 (including pay equity) plus \$800 annual bilingual bonus
CR	\$51,847.72 (including pay equity) plus \$800 annual bilingual bonus

**DATED** at Sudbury this       day of March 2017.

**The Union:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX "B"

### SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)

1. The objective of the Plan is to supplement Employment Insurance Act unemployment benefits received by workers for unemployment caused by a temporary stoppage of work, training, illness, injury, quarantine, pregnancy, the care of a child or children or family member referred to in the Employment Insurance Act or any combination of those reasons.

The following groups are covered by the Plan: lawyers, community legal workers, office administrators and support staff.

In any week, benefits payable under the Plan are an amount which, when combined with gross unemployment benefits and other earnings, equals 90% of the employee's normal gross earnings.

The duration of the benefits is 16 weeks.

As part of a negotiated contract, the duration of the Plan is from April 1, 2017 until the termination of the Collective Bargaining Agreement.

Employees disentitled or disqualified from receiving unemployment benefits are not eligible for SUB payments. SUB payments to 90% of normal gross earnings may be received while serving the one week waiting period, or if the employee has insufficient hours of insurable employment to qualify for unemployment benefits, or if unemployment benefits are exhausted, or the claim is terminated prior to the end of 16 weeks.

Employees do not have a right to SUB payments except for supplementation of unemployment benefits during the unemployment period as specified in the Plan.

The Plan is financed from the Employer's general revenues. SUB payments will be kept separate from payroll records. On termination of the SUB Plan, all assets of the Plan shall revert to the Employer or be used by the Employer for payments under the Plan or for administrative cost of the SUB Plan.

The employee must provide the Employer with proof that he or she is getting unemployment benefits (or that he or she is not getting benefits for reason specified in the Plan). Verification of payment of unemployment benefits may be achieved when the employee submits benefit stubs to the Employer. In the event of any delay in payment attributable to Human Resources Development Canada, verification may be achieved by the Employer requesting a note of verification from Human Resources Development Canada.

The Employer will submit the Plan to Human Resources Development Canada prior to its effective date and will inform Human Resources Development Canada in writing of any changes in the Plan within thirty (30) days after the effective date of the change.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

2. Nothing in this SUB Plan or in the Collective Bargaining Agreement shall be construed so as to mean that the Employer would be obliged to pay SUB benefits to any contract worker in the event of a loss of employment due to shortage of work or the non-renewal of contract funding by the Legal Aid Ontario.



**LETTER OF AGREEMENT**

**PAY EQUITY**

**IT IS AGREED** that any Pay Equity adjustments for each funding year shall be paid out by the Employer by no later than September 30<sup>th</sup> of that year.

**IT IS AGREED** that the Pay Equity adjustments be calculated in accordance with the existing formula.

**SIGNED** in Sudbury, this                      day of March, 2017.

**The Employer:**

**The Union:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_