

This agreement made the April 1<sup>st</sup>, 2011.

**B E T W E E N:**

**EAST TORONTO COMMUNITY LEGAL SERVICES  
(hereinafter referred to as the "Employer" or the "Clinic")**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2,  
BREWERY, GENERAL AND PROFESSIONAL WORKERS' UNION  
(hereinafter referred to as the "Union")**

## **ARTICLE 1 - PREAMBLE**

1.01 Whereas it is the desire of both parties to this agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions in all matters pertaining to the employment relationship.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

Therefore, the purpose of this agreement is to set forth the agreement of the parties' rates of pay, hours of work and terms and conditions of employment.

1.02 Whereas it is desirable that matters pertaining to the working conditions of the employees be drawn up in a collective agreement, the parties agree as follows.

1.03 Where used in this Agreement, the term "employee" shall denote an employee in the bargaining unit unless the context requires otherwise.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees save and except staff lawyers, the Executive Director and persons above the rank of Executive Director.

2.02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not perform any jobs which are included in the bargaining unit. The Union recognizes, however, that the Executive Director now performs, and will continue to perform, some of the same functions as members of the bargaining unit in the normal course of his or her duties.

2.03 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive function of the Board to:

- 1) maintain, order, discipline and efficiency;
- 2) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline subject to the provisions of this agreement;
- 3) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this agreement; and
- 4) generally to manage, maintain and operate in accordance with the laws of the Province of Ontario.

3.02 NOT DISCRIMINATORY

The Employer shall not exercise its rights in an arbitrary, unreasonable or discriminatory manner. Nor shall these rights be used in a manner which would deprive employees of their employment, except through just cause, or as otherwise provided herein.

- 3.03
- (a) It is agreed that the Employer may hire a temporary employee, for a limited term contract, for the purpose of replacing full-time employees who are absent for long term medical reasons or who are on approved leave of absence. In the event that the Employer wishes to hire a temporary employee, it will first consult with the Union. Employees hired for a limited term contract may be released from employment at the conclusion of the term of their contract, and such release shall not form the basis for any complaint or grievance under this Collective Agreement.
  - (b) Employees hired for limited term contracts will be required to pay dues pursuant to Article 7 of the Collective Agreement. The Union will not charge

such employees a higher monthly rate of dues than is paid by seniority employees.

- (c) The salary and benefit package of employees hired as probationers or on limited term contracts of two months or longer must be agreed between the Employer and the Union. If the employee on leave is in receipt of benefits, the Employer will not be obliged to pay benefits to contract employees. If the employee on leave is not in receipt of benefits, the eligibility requirements of the benefits plans will apply.
- (d) Employees hired on a temporary contract of two months or less shall be paid at a rate not less than 85% and not more than 100% of the applicable grid rate unless, following consultation, the Union agrees to other arrangements.
- (e) If an employee is hired for a limited term contract and is subsequently successful in a job posting for a permanent position his/her seniority shall date from the date on which the employee last commenced employment.

3.04 The Employer may require employees to comply with any Quality Assurance Program, file audit or file management or other requirements of the funding body, the Law Society of Upper Canada, and/or legislation unless it conflicts with ethical responsibilities or obligations arising from the Rules of Professional Conduct.

#### **ARTICLE 4 - ESTABLISHED PRACTICE**

4.01 All rights, benefits and privileges enjoyed by the employees prior to the execution of this agreement shall be continued and no change shall be made unless mutually agreed to by the Employer and the Union.

4.02 The parties agree that the employees of the clinic are to have a real voice in the decision making processes of the Board of Directors with respect to: the determination of the policies and procedures established to govern the operation of the Clinic; the determination of the goals and objectives of the Clinic; the definition of the client community and how best to serve them.

In furtherance of this agreement the parties agree that the employees will have the right to attend all meetings of the Board of Directors and committees of the Board except those portions of such meetings that deal with issues of labour relations and other confidential matters.

Employees who attend these meetings will be entitled to a voice but will not have a vote. Employees who attend these meetings will conform to the rules of procedure adopted by the Board to govern itself. Employees who attend these meetings will not be compensated for doing so unless their attendance has been requested by the Employer.

## **ARTICLE 5 - NO DISCRIMINATION**

### **5.01 EMPLOYER SHALL NOT DISCRIMINATE**

The Employer agrees that there shall be no discrimination, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, sex or marital status, place of residence, national origin, political or religious affiliation or activity, number of dependents, physical or mental disability, past medical history, past criminal record, sexual orientation, source of income, membership or activity in the Union, nor for any other reason.

5.02 "Harassment" means vexatious comment or conduct, or course of conduct or comment, but does not include actions taken by the Employer, or under this agreement, unless such conduct or comment may fairly be characterized as being malicious or beyond the bounds of reasonably civilized behaviour.

5.03 An employee who believes that she or he has been discriminated against in violation of this article shall follow the grievance procedure set out in this agreement, or the procedure set out in Schedule 1 attached hereto.

The Union recognizes that a number of the rights set out in this article are not unqualified pursuant to the Ontario Human Rights Code, and the parties expressly agree to adopt the provisions of the Code to the extent that they apply.

## **ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT**

6.01 All employees of the Employer, save and except the positions of staff lawyer and Executive Director, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees, save and except staff lawyers and the Executive Director, shall, as a condition of continued employment, become and remain members in good standing in the Union upon the completion of the probationary period.

## **ARTICLE 7 - CHECK-OFF UNION DUES**

### **7.01 CHECK-OFF PAYMENTS**

The Employer shall deduct from every employee any dues or assessments, including initiation fees, levied and owing by him/her to the Union.

7.02        DEDUCTIONS

Deductions shall be made starting with the pay period immediately following the employee's date of hire and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following the month they were deducted, accompanied by a list of the names, classifications and addresses and base wages of employees from whose wages the deductions have been made.

**ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

8.01        NEW EMPLOYEES

The Employer agrees to acquaint new employees covered by this Agreement with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union recognition and dues check-off.

8.02        COPIES OF AGREEMENT

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative, who will provide him with a copy of the Collective Agreement.

8.03        INTERVIEWING OPPORTUNITY

A representative of the Union shall be given an opportunity to interview each new employee covered by this Agreement within regular working hours, without loss of pay, for a maximum of sixty minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

**ARTICLE 9 - CORRESPONDENCE**

9.01        All correspondence between the parties arising out of this agreement or incidental thereto, except correspondence regarding matters arising out of Article 12 (Grievances), shall pass to and from the Chairperson, Board of Directors (or his/her designate), and the head office of the Union and the Steward of the unit affected.

**ARTICLE 10 - NO STRIKE OR LOCK- OUTS**

10.01       There shall be no strikes or lock-outs so long as this agreement continues to operate.

- 10.02 In the event of a legal strike or lock-out, it is agreed and understood that the parties will co-operate to ensure that any steps necessary to protect a client's rights or interests will be taken.
- 10.03 In the event of a legal strike or lock-out, the Employer agrees that no duties of the bargaining unit members shall be performed by a non-bargaining unit employee, except the staff lawyers and/or Executive Director, as is necessary.
- 10.04 Employees covered by this agreement shall have the right to refuse to cross a legal picket line or to handle struck work arising out of a labour dispute.

## **ARTICLE 11 - LABOUR MANAGEMENT RELATIONS**

### **11.01 REPRESENTATION**

Each party shall supply the other with a list of its representatives, committees and contact persons on a regular basis and whenever requested by the other parties.

### **11.02 REPRESENTATIVE OF THE UNION**

Union representatives shall be afforded reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Union representatives shall obtain permission in advance from the Employer to gain access to the Employer's premises, and such advance permission shall not be unreasonably withheld.

- 11.03 (a) Any employee of the clinic acting in the capacity of union steward, or as a member of the Bargaining Committee, shall have the right to attend meetings with the employer which concern the administration of the collective agreement, or negotiation of a collective agreement, and are held within working hours, without loss of remuneration.
- (b) Employees shall have the right to hold Union meetings on clinic premises during working hours for up to one (1) hour per month without loss of remuneration. Such meetings shall be scheduled at mutually agreeable times.

### **11.04 TECHNICAL INFORMATION**

The Employer shall make available to the Union, on request, the following information in the Employer's possession: job descriptions, Board approved financial statements, job classification, wages and pension and welfare plans for members of the bargaining unit, and such other information in the Employer possession as the Union may reasonably request and which is not confidential with respect to personnel, labour relations or personal matters.

- 11.05 (a) The Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures etc. to be held on the Employer's premises, at mutually agreeable times.
- (b) Effective November 1, 1997, the Employer shall grant the Union steward three days leave of absence per year for the purpose of attending Union educational programs and other functions. These days shall be requested by the head office with at least two weeks notice, and shall be without loss of pay or benefits.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 ELECTION OF STEWARDS**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards (to a maximum of two), whose duty shall be to assist any employee which the steward represents, in preparing and in presenting his/her grievance in accordance with the grievance procedure.

### **12.02 NAMES OF STEWARDS**

The Union shall notify the Employer in writing of the name of the Steward or Stewards before the Employer shall be required to recognize him/her.

### **12.03 PERMISSION TO LEAVE WORK**

The Employer agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union recognizes that Stewards are employed to perform full time work for the Employer and that they will not leave their work during working hours for the purpose of attending to Union matters, without the permission of his/her supervisor, which permission shall not be unreasonably withheld.

Should the Steward obtain permission to leave work to attend to Union matters, such time will be without loss of pay or benefits unless the matter is unrelated to the business of the Employer.

- 12.04 If requested by the affected employee(s), the Steward shall attend any meeting in which a member of the bargaining unit is subjected to questioning in relation to a matter with potential disciplinary consequences, or any other meeting with an employee at the employee's request.

12.05 DEFINITION OF GRIEVANCE

A grievance is any alleged violation of the terms and conditions provided by this agreement. A grievance may be filed by the Union or the Employer or by an employee in the bargaining unit.

12.06 PREAMBLE

An earnest effort shall be made to settle grievances fairly and promptly in the following manner: The aggrieved employee(s) shall submit the grievance to his/her steward within five working days of the event giving rise to the grievance.

STEP 1

The grievor, together with the steward, shall submit the grievance in writing within one week to the Executive Director. Within six working days of the submission of the grievance the parties shall meet. The Executive Director shall provide a decision within five working days of this meeting.

STEP 2

Failing satisfactory settlement in Step 1, the written grievance shall be submitted to the Chairperson of the Board of Directors (or his/her designate, who may not be the Executive Director if he/she has dealt with the grievance under Step 1). The Chairperson or his/her designate shall meet with the grievor and his/her representative within ten working days of the submission and shall render its decision within five working days after the meeting.

STEP 3

Failing satisfactory settlement in Step 2, either party may refer the dispute to arbitration.

12.06 POLICY GRIEVANCE

Where a dispute involves a question of general application, or a group of employees, the Union may file a grievance at Step 2.

12.07 EMPLOYER GRIEVANCE

Where the Employer alleges a violation of the Collective Agreement by the Union, the Employer may file a grievance with the Business Agent of the Union assigned to this bargaining unit at Step 2.

12.08 UNION MAY INSTITUTE GRIEVANCES



The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

12.09 REPLIES IN WRITING

Replies to grievances shall be in writing at all stages.

12.10 FACILITIES FOR GRIEVANCES

The Employer shall supply the necessary facilities for the grievance meetings.

12.11 FAILURE TO ACT WITHIN TIME LIMITS

If the grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance.

12.12 TECHNICAL OBJECTION TO GRIEVANCES

No grievance shall be defeated by any formal or technical objection and an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. In his/her ruling as to objections, the arbitrator shall, however, be empowered to consider evidence of prejudice presented by either party.

**ARTICLE 13 - ARBITRATION**

13.01 Where a grievance is processed to Step 3 of the procedure, notice in writing shall be delivered within ten working days for completion of the Step 3 procedure. The parties shall select a mutually satisfactory Arbitrator within five working days of the notice of intent to arbitrate. Where the parties are unable to mutually agree on an arbitrator the Ontario Minister of Labour shall be asked to appoint an Arbitrator. The costs of the Arbitrator shall be borne equally by the Union and the Employer.

**ARTICLE 14 - RESOLUTIONS AND REPORTS OF THE BOARD**

14.01 EMPLOYER SHALL NOTIFY UNION

Subject to Article 4.01, the Employer agrees that before any decision is made concerning changes in policy affecting the conditions of employment of members of the bargaining unit, the Union shall be advised. The employees and the Union shall have an opportunity, if they so request, to speak with the Board of Directors at one of its regularly scheduled meetings, or at such other mutually convenient time as the parties may agree, before the decision is made.

14.02 Copies of all non-confidential motions, resolutions and/or rules and regulations adopted by the Board shall be forwarded to the Union steward.

## **ARTICLE 15 - SENIORITY**

15.01 Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining priority for transfers, demotions, filling vacancies within the bargaining unit, lay-offs and recall.

### 15.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### 15.03 PROBATION FOR NEWLY HIRED EMPLOYEES

(a) Newly hired employees shall be employed on a probationary basis for a period of three months. The probationary period may be extended by mutual agreement of the parties for a further period of up to three months. During the probationary period, employees shall be entitled to all rights and benefits of this agreement, except with regard to discharge. The employment of any such employees may be terminated at any time during the probationary period, without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination.

(b) Probationary employees shall accrue vacation and sick leave credits, and be eligible for bereavement leave, from the date of hire, but shall not normally be allowed to take vacation days during the probationary period. Probationary employees shall be eligible for Group Benefits and Group R.R.S.P. enrolment after three (3) months of employment, subject to the eligibility requirements of these plans. It is recognized that the Employer has no control over the eligibility or any other requirements of these plans.

(c) After completion of the probationary period, the employee's seniority shall be effective from the original date of employment.

15.04 LOSS OF SENIORITY

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave-of-absence approved by the Employer. An employee shall only lose his\her seniority in the event:

- (1) She/he is discharged for just cause and is not reinstated;
- (2) She/he resigns;
- (3) She/he is permanently laid off and has accepted a severance payment pursuant to Article 19.
- (4) Subject to the Human Rights Code, she/he is absent from work for a period of two years or more as a result of sickness or accident; except that an employee who, prior to the expiration of the two year period, provide written medical evidence that he/she is reasonably likely to be able to return to work within a further one year period, shall not lose seniority unless and until the employee fails to return to work within the further one year period.

**ARTICLE 16 - TRANSFER AND PROMOTIONS**

16.01 TRANSFERS

In the event that an employee is transferred to a different job as the result of a lay-off or the introduction of new technology, it is agreed that a training period may be required. Such training period will not be less than two weeks, or more than eight weeks, depending on what is reasonable in the circumstances.

16.02 PROMOTIONS

All job vacancies within the bargaining unit shall be posted for a period of five working days on the Union bulletin board, during which time applications from employees will be received by the Employer.

16.03 The Employer agrees that in filling vacancies or new positions within the bargaining unit, it shall be guided by the principle of promotion from within and will give serious consideration to any and all applicants from within the bargaining unit before offering such employment to persons outside of the bargaining unit. Where two or more members of the bargaining unit are similarly qualified to perform the available work, seniority shall prevail.

The Employer is committed to promoting from within as first choice and to providing learning opportunities to members of the bargaining unit.

16.04 The Union will be supplied with a copy of the posted job, and the name of the successful applicant.

16.05 All applicants within the bargaining unit will be interviewed, and those not accepted will be informed of the reason within ten working days, if so requested by the employee.

16.06 An employee will have at least thirty days in which to acquaint herself/himself with the details of any new job involving a promotion. During this period, the employee may voluntarily elect to return to his/her previous position.

In the event that an employee received a transfer/promotion to a job with a different classification, the salary rate will be determined through consultation with the Union taking into consideration the seniority of the affected employee and the salary range and grid for the new classification.

16.07 DISABLED WORKER PROVISION

The Employer agrees to comply with the applicable provisions of the Human Rights Code and the Workplace Safety and Insurance Act, 1997 with respect to providing work, and making reasonable accommodation, for an employee who has become incapacitated by injury or illness. It is agreed that no employee being accommodated under these provisions may displace an employee with more seniority.

**ARTICLE 17 - LAY-OFFS AND RECALL**

17.01 ROLE OF SENIORITY IN LAY-OFFS

Seniority shall govern in the event of a lay-off. However, subject to the training period as provided in 16.01, if there is no other employee in the bargaining unit qualified to perform the work of the employee liable for lay-off, such employee may be bypassed.

7.02 ADVANCE NOTICE OF LAY-OFF

The Union and the employee(s) shall be given one month's notice of any lay-off of less than two (2) month's duration; and notice of three (3) months of a lay-off of two (2) months or more.

### 17.03 RECALL PROCEDURE

Employees who are laid off will be retained on a recall list for a period of two years and during that period will maintain and accrue seniority as set forth in 15.01.

When work is available the employees on the recall list will be recalled in order of seniority provided that the employee can meet the normal requirements of the work with training.

No new employees will be hired until those on the recall list have been given an opportunity of recall in accordance with this Article.

17.04 Notice of recall to work shall be directed by registered mail to the employee's last known address. If he/she is contacted by telephone, the recall will be confirmed by registered mail. It shall be the employee's responsibility to keep the Clinic informed of his/her address.

17.05 An employee who refuses recall to a lower-rated job will not lose seniority, but will lose future claim in the current lay-off to the job which he/she has refused to accept.

## **ARTICLE 18 - DISCHARGE AND DISCIPLINE**

### 18.01 DISCHARGE FOR CAUSE

When an employee is discharged for cause, the Head Office of the Union shall be notified and the employee shall be given the opportunity to consult with his/her Steward or other Union Officer before leaving the premises. Any grievance in a discharge case shall be filed at Step 2 of the grievance procedure within five working days of the discharge.

### 18.02 DISCIPLINE

If it is necessary to notify an employee of any disciplinary action being taken against him/her, this shall be done in the presence of his/her Steward. All discipline will be accompanied by a written statement as to the reason(s) for the discipline, and shall set out that the employee has the right to grieve.

The Employer and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

Where the Employer invokes discipline in the form of a suspension without pay, the employee who is being disciplined shall be retained on the payroll and no discipline invoked until the grievance is finalized.

- 18.03 Where an employee's work is considered to be unsatisfactory in a non-disciplinary sense, the Employer shall first interview the employee in the presence of the Steward, if requested by the employee, and give him/her reasonable time, which shall be specified, to show improvement. If the employee does not show improvement within the time specified, the Employer shall give the employee notice in writing of the nature of the unsatisfactory work, at the same time filing a copy with the Steward.
- 18.04 Disciplinary Action shall be removed from the employee's personnel file 12 months after the last discipline has been issued. Once removed, such disciplinary action may not be relied upon or introduced in any future proceedings.

#### **ARTICLE 19 - TERMINATION AND SEVERANCE PAY**

- 19.01 Where employment is severed due to a permanent reduction in the work force, or due to the Clinic ceasing operation, the Employer shall give the amount of notice required pursuant to Article 17.02 of this agreement. Further, an employee subject to lay-off will be allowed reasonable time off work with pay in the course of this three month notice period for the purpose of seeking other employment.
- 19.02 In addition to the notice required pursuant to Article 19.01, an employee who is permanently laid off will receive severance pay equal to two weeks of pay per year of service or fraction thereof. In no case shall the amount of notice or severance pay provided be less than that required by the Employment Standards Act 2000. An employee who accepts severance pay shall lose all seniority when she/he receives such severance pay and shall not be entitled to be placed on a recall list, nor to be recalled pursuant to Article 17.

#### **19.03 NO LIABILITY**

It is agreed that no member of the Board of Directors shall incur any personal liability with respect to any benefits conferred by Articles 19.01 or 19.02.

#### **ARTICLE 20 - AUTOMATION**

- 20.01 In the event of installation of new mechanical, electronic, or automated equipment that will affect the job status of any employee(s) in the bargaining unit, the Employer will:
- (a) as far in advance as possible before the installation of such equipment meet with the Union, and provide the Union with a date regarding the proposed date of installation, number and classifications of employees likely to be affected by it, and,
  - (b) provide adequate training facilities in the operation of such equipment, so that the senior displaced employees will qualify for any new jobs created by the installation of the equipment, and,

- (c) provide training where necessary, so that all other employees displaced by the equipment can exercise their seniority rights at the applicable level, and,
- (d) determine a mutually satisfactory salary rate for such jobs as are created by the installation of the equipment, which shall in no case be less than the salary rates, in relation to the grid, agreed to in this agreement.

## **ARTICLE 21 - HOLIDAYS**

21.01 The following days shall be considered paid holidays:

- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Years Day

In addition, each full-time employee will be paid for one (1) additional "floating holiday".

Scheduling of the floating holiday shall be with the approval of the Executive Director. A request to schedule a "floating holiday" shall not be unreasonably denied by the Employer.

21.02 If any of the holidays cited above fall on a Saturday or a Sunday, the holiday will be taken on the previous Friday, or the following Monday, in keeping with the practice of the community.

21.03 An employee required by the Employer to work on any of the days mentioned in 21.01 above, shall be entitled to take compensatory time in lieu at the rate of one and one-half hours, for every hour he or she was required to work on the holiday.

21.04 In the event that one or more of these paid holidays occur during the employee's vacation, he/she shall have that number of days added to his/her vacation.

21.05 An employee's right to practice his or her own religion shall be reasonably accommodated. Employees requiring different days off for religious observance may substitute them for any of the days listed as paid holidays in 21.01. Employees wishing to make such a substitution shall notify the Executive Director at least one (1) week in advance.

- 21.06 The employee may take as a paid holiday any other day that may be declared as a statutory holiday by Federal or Provincial statute, or by municipal by-law.
- 21.07 The Clinic may continue to operate during the period between Christmas and New Year's Day. In the event that the clinic operates during that period of time, a maximum of one bargaining unit employee would be required to work.

**ARTICLE 22 - VACATIONS**

22.01 Full-time employees shall be entitled to annual paid vacation based on the following entitlements:

Years 1 - 5	- 3 weeks
Year 6 - 11	- 4 weeks
Years 12 – 20	- 5 weeks
Greater than 20 years	- 6 weeks

NB: All current employees as of April 1, 2011, will be red-circled with respect to vacation entitlement, such that no such employee shall suffer a reduction in current vacation entitlement, but such employees shall progress in accordance with the vacation entitlement grid set out above. Any employees hired after April 1, 2011, shall be governed by the vacation entitlement grid set out above.

Part-time staff shall be entitled to the same vacation entitlements as full-time staff, but with payment based on their regularly scheduled hours of work, and rates of remuneration.

For the purposes of calculating vacation entitlement, employees shall be credited with continuous previous employment within the community legal clinic system, commencing with the employee's call or start date.

- 22.02 The year for vacation purposes shall be based on the fiscal year of the Employer or a pro-rated portion thereof.
- 22.03 Although reasonable efforts will be made to schedule vacations at times requested by employees, scheduling of vacations is within the discretion of the Executive Director, taking into account the needs of the clinic and its clients. Where two or more employees wish to take vacations at the same time, and this cannot be accommodated, seniority shall govern.
- 22.04 It is agreed that no more than 20 days vacation and holidays may be taken at any one time by an employee who has accumulated greater leave except with the approval of the Executive Director except that an employee whose annual entitlement exceeds 20 days vacation may take such annual entitlement at one time, subject to Article 22.03, without the approval of the Executive Director.



- 22.05 Vacations must be taken within one year of the end of the year in which they were earned, except that up to seven days vacation may be carried over for up to one additional year. The Executive Director may, in his or her discretion, approve a request for an extension of the time in which a vacation must be taken.
- 22.06 When vacations are interrupted or cancelled (which may only happen by agreement between the employee and the Clinic), the employee shall have the option of payment or the accrual of such vacation credits. The employee will be reimbursed, for any monies lost or forfeited by the interruption or cancellation of the vacation, upon providing proof of same.
- 22.07 Vacation entitlement shall be earned, and may be utilized, on a monthly pro-rata basis. Employees may also, with the consent of the Executive Director, utilize vacation entitlement in advance of its being earned, subject to the employee's agreement to reimburse the Clinic in the event that the employee's employment is terminated before the vacation time taken in advance is actually earned.
- 22.08 Where during a vacation an employee becomes seriously ill or is seriously injured to such an extent as to necessitate hospitalization or substantial medical intervention, the employee may request and will receive the approval of the Executive Director to substitute unused sick leave then available to him/her for the vacation days during which the illness or injury necessitated inactivity. The vacation days for which sick leave has been substituted shall re-accrue to the credit of the employee.

In all other cases, the Executive Director has discretion to grant such a request, however it is not the intention of the parties that requests involving minor ailments be approved.

- 22.09 Where during a vacation period, an employee suffers a bereavement as defined by Article 23, bereavement leave may, at the request of the employee, be substituted for the said vacation period. The vacation period for which bereavement leave has been substituted shall re-accrue to the vacation credit of the employee.

## **ARTICLE 23 - LEAVE OF ABSENCE**

- 23.01 An employee shall be entitled to: five (5) days paid leave in the event of the death of an employee's spouse, child or a child of the employee's spouse; and three days paid leave in the event of the death of the employee's immediate family, or of the employee's spouse's immediate family.

"Spouse" shall include a co-habiting partner of either sex.

The Employer has the discretion to extend the leaves above, with or without pay, and may grant a leave of absence with or without pay on other compassionate grounds, including family emergencies, and personal circumstances.

- 23.02 (a) Employees required by the Employer to attend training courses shall suffer no loss of pay for such attendance.
- (b) On application by an employee, the Employer may, in its sole discretion, agree to pay the tuition fee for educational courses taken by the employee, subject to the following:
- (i) The course or courses must be offered by a recognized educational institution or organization, and must be of substantial value to the clinic. Responsibility for identifying the value to the clinic rests with the Employer.
  - (ii) The initial payment for an approved course will be 50% of the tuition, with the remaining 50% payable upon successful completion of the course by the employee, who shall provide on request evidence of successful completion or, where appropriate, substantial attendance. In the event that the employee fails to complete the course successfully the employee shall reimburse the Employer for that portion of the tuition, which was initially advanced by the Employer.
  - (iii) Approval of any such application shall be subject to budgetary considerations.

23.03 An employee shall be allowed leave-of-absence without pay for the purpose of conducting a campaign for election to public office, such leave not to exceed two months in federal and one month in provincial or municipal elections. The employee shall give as much notice of possible, minimum two weeks, of the requested leave.

- 23.04 (a) The Employer shall grant an employee a long leave, without pay or benefits, for the following reasons:
- (i) election to full-time public office - up to one (1) year;
  - (ii) work in an official capacity for the Union - up to two (2) years.
- (b) The above leaves shall be subject to a notice period prior to commencement of not less than 30 days.
- (c) The above leaves may be extended by the Employer, upon written application by the employee not less than 30 days prior to the expiry of the original leave, taking into account the needs of the clinic, its staffing and services to clients.
- (d) Notwithstanding the other provisions of Article 23.05, not more than one employee shall be eligible at any one time for a leave under Articles 23.05.

#### 23.05 JOB SHARING

- (1) The Employer shall consider a request for job-sharing by an employee, and may, in its discretion agree or not agree to the proposal, taking into account the work

Involved, the needs of the clinic and its clients, and any increased costs which would be created. The Employer agrees to consult with the Union concerning any request for job-sharing for members of the bargaining unit.

- (2) A job sharing agreement will be effective for a stated period of time, with a review by the Employer at the end of that period. The job sharing arrangement may be terminated by the Employer following such review. The Employer agrees to consult with the Union during its review of a job-sharing arrangement.
- (3) In the event that one of the employees working part time does not continue their position for the agreed period, the remaining part time employee will be given the first opportunity to assume the position full time. If that employee does not choose to do so, the position will be posted and advertised as a part time position vacancy that is subject to the Collective Agreement provisions. Failing the successful filling of the part time position, the position reverts to a permanent full time position vacancy and the existing part time position is eliminated.
- (4) Employees involved in job sharing will be covered by group benefits provided that they are eligible therefore pursuant to those plans.

#### 23.06 PREGNANCY LEAVE AND PARENTAL LEAVE

- (1) An employee who has been employed for thirteen weeks shall be entitled to seventeen weeks leave of absence without pay for the purpose of childbirth in accordance with the Employment Insurance Act and/or the Employment Standards Act 2000.

The leave of absence shall be in accordance with the provisions of the Employment Standards Act 2000.

- (2) The leave of absence provided for in Article 23.06 (1) shall be extended for a period of eighteen weeks beyond the expiry of her pregnancy leave, upon application in writing to the Employer, at least two weeks prior to the expiry of the initial leave.
- (3) The additional leave of absence set out in Article 23.06(2) shall also be granted to any parent which includes a person with whom a child is placed for adoption and who intends to treat the child as his or her own. This parental leave of absence shall be in accordance with the provisions of the Employment Standards Act 2000.
- (4) Employees on maternity leave or parental leave will not accrue sick days in the course of such leaves. If an employee utilizes more than 17 weeks of maternity or parental leave in any vacation year, his or her vacation in the following year will be pro-rated to the extent of the excess leave.
- (5) Upon return from leave(s) under this Article, an employee shall be reinstated to his or her job at the applicable rate if his or job still exists. If the job no longer exists,

the employee will be reinstated in a comparable job consistent with his or her seniority.

### 23.07 LEAVE FOR UNION WORK

An employee who has been selected by the Union to attend Union conventions shall be granted a leave-of-absence without pay for this purpose. The Union will inform the Employer of the names of such delegates as far in advance as possible, and in any case fifteen working days in advance.

### 23.08 Family Medical Leave

The Employer shall provide Family Medical Leave to employees in line with the Ontario Employment Standards Act 2000 and the federal Compassionate Care Benefits under the Employment Insurance Act. Employees can take up to eight weeks of job-protected unpaid leave to provide care or support to a specified family member who has a serious medical condition with a significant risk of death occurring within a period of twenty-six weeks. The medical condition and risk of death must be confirmed by a certificate issued by a qualified health practitioner.

### 23.09 BENEFITS ON LEAVE

The Employer shall continue to maintain Group Benefits and Group R.R.S.P. enrolment for employees while they are on any leave of absence with pay (including leave during which an employee is receiving S.U.B. Plan benefits), while they are on a leave without pay pursuant to Article 23.06, and during the first two (2) weeks of any other leave of absence without pay granted pursuant to this agreement. Employees wishing to maintain benefits while they are on a leave of absence without pay, in circumstances where the Employer is not obligated to maintain coverage, may do so if they agree to reimburse the Employer for the full cost of the benefits, and provided that such continued coverage is permitted under the terms of any benefits plan covering the employees. Employees on Long Term Disability Benefits shall be maintained on group benefits, so long as such coverage is maintained under the said benefits plan.

## **ARTICLE 24 - JURY AND WITNESS DUTY**

24.01 An employee summoned to be a witness or juror by any body in Canada with the power of subpoena shall, if such attendance requires his/her absence from work, notify the Director as soon as possible after receipt of such summons. An employee who has complied with the foregoing shall be granted leave with pay during the period of services to the court or summoning body, and such employee shall return to the Employer any remuneration he/she receives as a witness or juror. The employee may choose the option of requesting leave of absence without pay for the period in question and retain any remuneration he/she receives as a juror or witness.

## **ARTICLE 25 - SICK LEAVE**

- 25.01 Full-time employees are entitled to 21 sick days at the beginning of each fiscal year. Sick days taken shall be deducted from the employee's entitlement.
- 25.02 Part-time employees shall earn paid sick leave credits as above, on a pro-rata basis based on the number of hours they regularly are scheduled to work.
- 25.03 New employees will be credited with ten sick days at the beginning of their employment and will not accrue any sick leave in their first six months of employment. On the commencement of the seventh month of employment, the employee shall be credited with an additional eleven sick days. At no point may an employee accumulate more than 21 sick days. Thereafter, the employee will be governed by the terms of Article 25.01.
- 25.04 An employee who is absent for more than five (5) consecutive days shall, at the request of the Employer, provide a doctor's certificate.
- 25.05 It is agreed that there is no monetary value to accrued sick leave credits, and that sick leave credits may not be used in increments of less than one-half day.
- 25.06 An employee shall also be entitled to use accumulated sick days for purposes of caring for a sick or hurt parent, spouse, or child when the circumstances of the illness or injury reasonably require the employee's presence, and further providing there is no other reasonable alternative. An employee shall also be entitled to use accumulated sick days, with prior notice to the Executive Director, to attend medical or dental appointments which cannot reasonably be scheduled during the employees free time
- 25.07 Paid Personal Assistance Leave. To provide paid leave for employees to deal with family and life events which require the attendance or assistance of the employee. Leave under this clause are not related to health and death situations of relatives covered under other clauses of the CA. Paid personal assistance leave of up to 3 days of sick leave will be granted to employees who have completed one year of continuous employment with the Employer for the following reasons:
- To obtain or access residential or other life sustaining resources
  - To attend a court or tribunal proceeding for you or a family member
  - The relocation or change of residence
  - To attend parent-teacher meetings, to assist at school or on field trips, or to attend PA days when other care is not available, or for other parenting-related purposes
  - Family assistance involving an immediate family member (parent, co-habiting spouse, child) where the employees attendance or assistance is required
  - In other circumstances as approved by the ED

These days must be booked in advance with the agreement of the Director. Such agreement shall not be unreasonably withheld. Days may be taken in half-day increments.

## **ARTICLE 26 - HEALTH AND SAFETY**

26.01 The Employer shall make all reasonable provision for the health and safety of employees during working hours in accordance with the Occupational Health and Safety Act. The Union may, from time to time, bring to the attention of the Employer any suggestions in this regard, as well as any other suggestions regarding conditions of work.

26.02 Any employee may refuse to work with no loss of pay, if he/she or a fellow employee is threatened by unsafe conditions.

26.03 The Employer will be responsible for payment of necessary autonomous testing of the workplace conditions which may reasonably be required; but the Employer and the Union may agree in advance of any such proposed testing that the cost shall be paid by the Union where:

- (i) the Employer does not agree that the testing is reasonably necessary; and,
- (ii) the results of the test subsequently indicate the standards of the relevant legislation are not being breached.

## **ARTICLE 28 - BULLETIN BOARDS**

28.01 The Employer agrees to provide the Union with a bulletin board in the offices for the purpose of posting Union notices. Official paper notices shall be posted only by the Steward and shall be in keeping with the spirit and intent of this Agreement.

## **ARTICLE 29 - SALARIES AND WAGES**

29.01 The Employer will pay employees at least the amounts set out in LAO's Compensation Funding Grid as it applies for any given period within the term of this collective agreement (i.e. the then current Compensation Funding Grid), in accordance with employees' call/hire date within the LAO clinic system. The Employer shall also pay any pay equity amounts received from LAO, in accordance with the Clinic's Pay Equity Plan.

## **ARTICLE 30 - BENEFITS**

30.01 The Employer shall provide one hundred percent coverage of the Employer Health Tax for all employees. In the event that there is a new employer health care levy or tax it is agreed that the Employer will not pass the cost of this levy or tax on to the employees.

30.02 The Employer agrees to participate in any Clinic negotiation toward renewing a Benefits Plan covering the bargaining unit employees and agrees to consult with the Union with respect to any proposed changes in the Plan.

30.03 A meal allowance of up to \$10.00, and an allowance of up to \$8.50 per hour for necessary childcare expenses, will be provided when an employee is required by the Employer to work for more than three (3) hours outside of their regular working hours. Reimbursement shall be on the basis of a claim supported by a receipt.

30.04 Employees shall be compensated for the cost of necessary travel in the course of performing their work, through reimbursement for public transit expense, or, where the use of a private vehicle is required, at the CRA rate per kilometre (which may change from time to time) The cost of parking on clinic business will also be a reimbursable expense provided that such costs are necessary and reasonable. An employee finishing regularly scheduled work after 9:00 p.m., shall be eligible for the cost of a taxi to his or her home, if such home is in the City of Toronto. In the event that the employee lives outside the City of Toronto, the cost of a taxi shall be limited to the cost of the fare to the boundary of the City of Toronto, and further provided that the taxi proceeds by a direct route towards the employee's home.

#### 30.05 RETIREMENT SAVINGS PLAN

The parties agree to participate in Legal Aid Ontario's Group R.R.S.P. The Employer agrees for the term of this agreement to make contributions to the RRSPs of staff enrolled in the LAO Group RRSP based on the rate of contributions set by LAO.

### **ARTICLE 31 - HOURS OF WORK**

31.01 (a) The hours of work for full-time staff shall be a minimum of seven hours per day (excluding a one hour unpaid lunch break), five days per week, Monday to Friday, thirty-five (35) hours per week.

(b) Hours worked, with the authorization of the Employer, in excess of thirty-five (35) hours in a week shall be treated as overtime and shall be compensated on the basis of one hour of compensatory time off for each hour of overtime worked.

(c) Employees required by the Employer to work overtime on weekends shall receive compensatory time off at the rate of one and one-half hours off for each hour worked.

31.02 Each employee shall be entitled to a fifteen (15) minute rest break in each morning and afternoon worked. Although every effort will be made to accommodate the wishes of the employees with respect to the scheduling of such breaks, the Employer reserves the right to schedule them so as to least inconvenience the clients and work of the clinic.

- 31.03 Compensatory time may be accumulated to a maximum of 25 hours, and must be taken within 45 days of being earned, or it will be lost without compensation. The Executive Director has discretion to extend these limits.
- 31.04 An employee who is required by the Employer to attend meetings of the Clinic Board, or other meetings, outside her or his normal hours of work will receive compensatory time off in accordance with Article 31.01 (b).
- 31.05 In the event that the Clinic intends to implement mandatory evening and/or weekend hours, the parties shall meet and the Employer will make its best efforts to accommodate the interests of bargaining unit members. Where the Employer implements such hours, they shall be equitably distributed among bargaining unit and non-bargaining unit employees.

## **ARTICLE 32 - GENERAL**

- 32.01 Employees may not join activities or organizations in the capacity of representing the Clinic without the express consent of the Executive Director or the Board of Directors.
- 32.02 The Employer agrees that a staff representative, selected by the Union, shall be appointed to a committee charged with establishing criteria for the appointment of a permanent Executive Director, or a temporary or acting Executive Director for periods of two months or more, and shall be included as a member of the interview committee which makes recommendations to the Board of Directors.
- 32.03 Any employee who believes that he or she is being assigned, on an ongoing basis, an overly heavy workload, shall, together with the Steward, discuss the matter with the Executive Director. In the event that a satisfactory resolution is not reached, the matter may be grieved in accordance with Article 12 hereof.

## **ARTICLE 33 - PERSONNEL FILES AND PERFORMANCE EVALUATION**

- 33.01 Each employee shall have reasonable access to his or her personnel file for the purpose of reviewing its contents. A copy of any document in the file shall be provided at the employee's request.
- 33.02 If the Employer receives any oral or written report regarding an employee, the employee shall be informed of same and given a copy of any written report forthwith. Any complaint by a client about an employee shall be dealt with in accordance with the posted Clinic Complaint Policy, and be subject to the provisions of this agreement.
- 33.03 All performance evaluations shall be conducted in a fair and equitable manner. Every employee shall have a full opportunity to respond to anything contained in his or her



performance evaluation, and such response shall be appended to the performance evaluation.

#### **ARTICLE 34 - DURATION OF AGREEMENT**

34.01 This agreement shall become effective on April 1, 2011 and shall remain in effect and full force until March 31, 2013, and shall be automatically renewed thereafter for successive periods of one year, unless either party requests the negotiation of a new agreement, by written notice to the other party, within ninety calendar days prior to the expiry date of this agreement. When either party has requested negotiation of a new agreement in accordance with the above, the provisions of this agreement shall remain in effect and in full force throughout the period of negotiations and until a new agreement is reached.

ATTACHED:

Schedule 1 - CLINIC SEXUAL HARASSMENT POLICY

Schedule 2 - SUPPLEMENTARY EMPLOYMENT BENEFITS  
PLAN

Schedule 3 - LAO'S COMPENSATION FUNDING GRID

Schedule 4 - Letter of Understanding – Susanna Li

Schedule 5 – Letter of Understanding – Benefits

DATED AT TORONTO, ONTARIO, ON THIS \_\_\_\_\_ day of January, 2013.

FOR THE EMPLOYER

FOR THE UNION

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## **SCHEDULE 1**

### **SEXUAL HARASSMENT POLICY**

1. Policy Statement

East Toronto Community Legal Services is proud of the friendly and congenial relationships among persons in the office. These relationships reflect the professional context in which they occur and are free of bias, prejudice or harassment. Sexual harassment by anyone, whether in the office, at work assignments outside the office, at office-sponsored social functions or elsewhere, will not be tolerated. Sexual harassment is also illegal. This policy has been developed because all members and employees of the clinic have the right to work in an environment free from sexual harassment.

2. Application

This policy applies to all those working or volunteering for East Toronto Community Legal Services.

East Toronto Community Legal Services recognizes that its members and employees may be subjected to sexual harassment by clients, employees and volunteers, by others who conduct business with the clinic, by opposing counsel, court personnel or judges. In these circumstances, the clinic acknowledges responsibility to do all in its power to support and assist the persons subjected to such harassment.

3. Purpose

The purposes of this policy are:

- (a) To maintain a working environment that is free from sexual harassment;
- (b) To alert all members and employees of the clinic to the fact that sexual harassment in the workplace is an offense under the law;
- (c) To set out the types of behaviour that may be considered offensive; and
- (d) To establish a mechanism for receiving complaints of sexual harassment and to provide a procedure by which East Toronto Community Legal Services will deal with these complaints.

#### 4. Definition

For the purposes of this policy "sexual harassment" is defined as:

One or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal, nonverbal or physical conduct of a sexual nature:

- 1) When such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group;
- 2) When submission to such conduct is made either implicitly or explicitly a condition of employment;
- 3) When submission or rejection of such conduct is used as a basis for any employment or might reasonably be perceived to be used as a basis (including, but not limited to, matters of promotion, raise in salary, job security and benefits affecting the employee); or
- 4) When such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment or undermining a member's sense of personal dignity.

Examples of behaviour which constitutes sexual harassment include, but are not limited to:

- sexist jokes causing embarrassment or offense, told or carried out after the joker has been advised that they are embarrassing or offensive, or that they are by their nature clearly embarrassing or offensive.
- leering
- the display of sexually offensive material
- sexually degrading words to describe a person
- derogatory or degrading remarks towards members of one sex or one sexual orientation
- unwelcome inquiries or comments about a person's sex life
- persistent unwanted contact or attention after the end of a consensual relationship
- request for sexual favours
- unwelcome or unwanted touching
- verbal abuse or threats

- sexual assault

Sexual harassment most commonly occurs in the form of behaviour by men towards women; however sexual harassment can also occur between men, between women, or as behaviour by women towards men.

Moreover, retaliation against an individual for having invoked this policy, for having participated or co-operated in an investigation under this policy, or for having been associated with a person who has invoked this policy or participated in the procedures, will be treated as sexual harassment.

Finally, sexual harassment includes conduct as defined above occurring not only in the working environment but also anywhere else as a result of employment responsibilities or employment relationships.

## 5. Confidentiality

East Toronto Community Legal Services understands that it is difficult to come forward with a complaint of sexual harassment and recognizes the complainant's interest in keeping the matter confidential. To protect the interest of the complainant, the person complained against and any others who may report incidence of sexual harassment, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

All records of complaints, including contents of meetings, interviews, results of investigations and other relevant material will be kept confidential by East Toronto Community Legal Services except where disclosure is required by a disciplinary or other process.

## 6. Advisors

There will two person who will serve as advisors under this policy. The advisors will be on Board member, who is not a member of the Personnel Committee and one staff member.

The advisors shall report their findings to the Personnel Committee of the clinic. The advisors also shall outline to the complainant, where applicable, the possibility of laying of criminal charges and review clinic's position regarding confidentiality.

The clinic will arrange for the advisors to receive appropriate initial and continuing training as well as other institutional support and assistance for carrying out their responsibilities under this policy.

## 7. Procedure

(a) Informal Procedure

A person who considers that he or she has been subjected to sexual harassment is encouraged to bring the matter to the attention of the person responsible for the conduct and resolve the matter directly with such person.

Where the complainant does not wish to bring the matter directly to the attention of the person responsible or where such an approach is attempted and does not produce a satisfactory result, the complainant should make use of the formal procedure.

(b) Formal Procedure

(1) Step One

The complainant will meet with the advisors and discuss the conduct orally. If the complainant and the advisors, after discussing the matter agree that the conduct in question does not constitute sexual harassment, no further action will be taken and no record will be made in any employee's file. If the complainant disagrees with both advisors and still feels there is cause for a sexual harassment complaint, the complainant may file his/her complaint with the Personnel Committee.

(2) Step Two

If the complainant and one or both advisors agree that the conduct does constitute sexual harassment, the advisors will assist the complainant to draft a formal written complaint which will be filed with the Personnel Committee.

(3) Once the formal written complaint is filed with the Personnel Committee, a designated member of the Personnel Committee will investigate such complaint. Where the investigation results in a finding that the complaint of sexual harassment is substantiated, the Personnel Committee will take appropriate disciplinary action. A written record will be maintained in the personnel file of the person against whom the complaint was laid.

Where the investigation results in a finding that the complaint of sexual harassment is not proved, all records of the complaint shall be removed from the personnel files of the complainant and the person complained against.

8. Disciplinary Action

Members and employees of East Toronto Community Legal Services against whom a complaint of sexual harassment is substantiated may be disciplined, up to and including dismissal from employment or removal from the Board of Directors.

9. The Ontario Human Rights Commission

Notwithstanding the existence of this policy, every person continues to have the right to seek assistance from the Ontario Human Rights Commission, even when steps are being taken under this policy.

## SCHEDULE 2

### SUPPLEMENTARY UNEMPLOYMENT BENEFITS (SUB) PLAN

The Employer agrees to maintain the following agreement with Canada Employment and Immigration, Coverage and Premium Policy Division.

The purpose of the plan is to supplement unemployment insurance benefits paid to bargaining unit employees of the Clinic as the result of absence due to pregnancy, parental or sick leave, temporary layoff, quarantine, or injury other than occupational injury covered under the *Workplace Safety and Insurance Act*.

All staff are eligible to participate in the plan after thirteen (13) weeks of continuous service with the Clinic.

The Employer shall be responsible for administering the SUB plan so as to ensure that employees receive benefits in accordance with the provisions of the plan. The plan is to be financed out of the Employer's general revenues and a separate record of the SUB payments will be kept.

It is understood that in any week, the total amount of supplementary unemployment benefits shall be 80% of the employee's normal gross weekly wage including Employment Insurance Benefits received in respect of pregnancy or parental leave for Employees of the Clinic as of the date this contract takes effect. New employees hired after that date will receive supplementary unemployment benefits of 60% of the employee's normal gross weekly wage, including Employment Insurance Benefits received in respect of pregnancy or parental leave. .

In respect of sick leave, temporary layoff, quarantine, or injury other than occupational injury covered under the *Workplace Safety and Insurance Act*, the total amount of supplementary benefits shall be the lesser of 20% of the employee's normal gross weekly wage, and 80% of the employee's normal gross weekly wage, including Employment Insurance Benefits received.

The SUBs shall be paid for as many weeks as the employee receives EI benefits.

Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payments under the plan. If he or she is not getting benefits for any reason, documentary proof may be requested.

SUB are payable for a period during which in an employee is not in receipt of EI if the only reason for non-receipt is that the employee is serving the two week EI waiting period;

The Employer shall inform the Canada Employment and Immigration Department of any changes to the plan within thirty (30) days of the effective date of the change.



The duration of this plan shall correspond to the duration of the collective agreement of which it forms a part. In the event that a new collective agreement is not ratified before its expiry, the Employer shall inform the CEIC of this situation and request a temporary extension of the plan until the new collective agreement is ratified.

In order to be eligible for benefits in respect of absence due to illness, an employee must first exhaust any sick leave to which he or she is entitled pursuant to Article 25.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

The Employer agrees to take all steps necessary for the annual renewal of all supplementary unemployment benefits plans with CEIC and to advise same of any revisions where applicable forthwith.

Should the CEIC refuse or fail to renew the plan currently set out in this collective agreement, the Employer shall immediately advise the Union and the parties shall meet forthwith and make every effort to resolve the problem and negotiate a comparable plan in good faith.

**Letter of Understanding**

**Between:**

**Service Employees International Union Local 2,  
Brewery, General and Professional Workers' Union**

**("Union")**

-and-

**East Toronto Community Legal Services**

**("Employer")**

**Re: Ms. Suzanna Li and Ms. Cherry Ann Nurse**

The Employer agrees that Ms. Suzanna Li has been placed into the classification of CLW and will be paid in accordance with the Compensation Funding Grid. She will suffer no reduction in earnings as a result of being placed into the CLW classification.

The Employer further agrees that Ms. Cherry Ann Nurse has been placed into the bargaining unit, in the classification of receptionist. as of April 1, 2011.

This Letter of Understanding executed on the \_\_\_\_\_ day of January, 2013.

For the Employer

For the Union

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**Letter of Understanding**

**Between:**

**Service Employees International Union Local 2,  
Brewery, General and Professional Workers' Union**

**("Union")**

**-and-**

**East Toronto Community Legal Services**

**("Employer")**

**Re: Benefit Premiums, Benefits Administration, RRSP changes**

The Employer agrees that it will continue the practice of the clinic paying all benefit costs during the term of this collective agreement.

This Letter of Understanding executed on the \_\_\_\_\_ day of January, 2013.

For the Employer

For the Union

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**Letter of Understanding**

**Between:**

**Service Employees International Union Local 2,  
Brewery, General and Professional Workers' Union**

**("Union")**

**-and-**

**East Toronto Community Legal Services**

**("Employer")**

**Re: Increases to Wage Grid**

During the course of negotiations, the Employer confirmed that a revised wage grid, which provided for a retroactive increase of 2% plus 1% pay equity adjustment, would be implemented and applied.

In addition, the Employer indicated that there would be a further 2% wage increase in the event that the clinic's Administrative Savings Plan was accepted by LAO.

This Letter of Understanding executed on the \_\_\_\_\_ day of January, 2013.

For the Employer

For the Union

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