

LETTER OF AGREEMENT

between

SUDBURY COMMUNITY LEGAL CLINIC

-and-

UNITED STEELWORKERS OF AMERICA

The parties agree to extend the terms of the Collective Agreement, which expired on March 31, 2005, for a further three (3) year period, effective April 1, 2005 and expires on March 31, 2008.

The terms and conditions as agreed to in the Collective Agreement shall remain unchanged.

DATED at Sudbury, Ontario, this ____ day of _____, 2005.

Signed on behalf of:

The Employer

The Union

TABLE OF CONTENTS

<u>ARTICLE 1 - PURPOSE OF AGREEMENT</u>	1
1.01 PURPOSE OF AGREEMENT	
<u>ARTICLE 2 - UNION RECOGNITION</u>	1
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
2.05 WORK NORMALLY PERFORMED WITHIN BARGAINING UNIT	
2.06 CONTRACTING OUT	
<u>ARTICLE 3 - VOLUNTARY RECOGNITION OF LAWYERS</u>	2
3.01 LAWYERS	
<u>ARTICLE 4 - NO DISCRIMINATION/FAVOURITISM</u>	2
4.01 NO DISCRIMINATION/FAVOURITISM	
4.02 PERSONNEL FILE	
<u>ARTICLE 5 - STRIKES AND LOCKOUTS</u>	3
5.01 UNLAWFUL WORK STOPPAGES AND LOCKOUTS	
5.02 CROSSING PICKET LINES DURING STRIKES	
5.03 POLITICAL ACTION	
<u>ARTICLE 6 - ESTABLISHED PRACTICES</u>	3
6.01 RIGHTS AND PRIVILEGES ENJOYED BY EMPLOYEES	
<u>ARTICLE 7 - MANAGEMENT</u>	3
7.01 RECOGNITION OF BOARD MANAGEMENT	

7.02	MANAGEMENT FUNCTIONS	
7.03	NOT DISCRIMINATORY	4
<u>ARTICLE 8 - UNION SECURITY</u>		4
8.01	ALL ELIGIBLE EMPLOYEES TO BE MEMBERS OF UNION	
8.02	UNION DUES CHECK-OFF AND REMITTANCE	
8.03	CLAIMS OR OTHER FORMS OF LIABILITY	
8.04	DEDUCTIONS RECORDED ON T-4	
<u>ARTICLE 9 - POLICY ADVISORY COMMITTEE</u>		4
9.01	ESTABLISHMENT AND COMPOSITION OF COMMITTEE	
9.02	FUNCTIONS OF THE COMMITTEE	
9.03	MEETINGS OF THE COMMITTEE	5
9.04	CHAIR OF THE COMMITTEE	
9.05	SECRETARY OF THE COMMITTEE	
9.06	MINUTES OF MEETING	
9.07	JURISDICTION OF THE COMMITTEE	
9.08	RECOMMENDATIONS OF THE COMMITTEE	
<u>ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE</u>		6
10.01	FIRST STEP	
10.02	SECOND STEP	
10.03	ARBITRATOR	7
10.04	USE OF SINGLE ARBITRATOR	
10.05	SELECTION OF ARBITRATOR	
10.06	EXPENSES OF ARBITRATION	
10.07	STEPS REQUIRED PRIOR TO ARBITRATION	
10.08	DECISION OF ARBITRATOR TO BE CONSISTENT WITH CBA	
10.09	RIGHT TO MODIFY	
10.10	DECISION OF ARBITRATOR FINAL AND BINDING	
10.11	EXTENSION OF TIME LIMITS	
10.12	PROVIDING ARBITRATOR WITH WRITTEN RECORD OF GRIEVANCE	
10.13	UNION MAY INSTITUTE GRIEVANCES	8
10.14	FAILURE TO ANSWER GRIEVANCE	
<u>ARTICLE 11 - DISCHARGE AND DISCIPLINARY PROCEDURE</u>		8
11.01	PRINCIPLE OF INNOCENCE	
11.02	PROCEDURE	
11.03	RIGHTS OF SUSPENDED EMPLOYEE	9
11.04	RIGHTS OF DISCHARGED EMPLOYEE	

<u>ARTICLE 12 - COMMITTEES AND STEWARDS</u>		9
12.01	NAMES OF COMMITTEE MEMBERS AND STEWARDS	
12.02	NO LOSS OF PAY	
<u>ARTICLE 13 - UNION REPRESENTATIVE</u>		9
13.01	UNION REPRESENTATIVE NOT EMPLOYED BY EMPLOYER	
<u>ARTICLE 14 - GENERAL CONDITIONS</u>		9
14.01	BULLETIN BOARDS	
14.02	COMMUNICATIONS TO MEMBERS	
14.03	UNION MEETING	10
14.04	COPIES OF AGREEMENT	
14.05	CORRESPONDENCE	
<u>ARTICLE 15 - SENIORITY</u>		10
15.01	SENIORITY PRINCIPLE	
15.02	60-DAY TRIAL PERIOD	
15.03	GRIEVANCES ARISING FROM SENIORITY	11
15.04	PROBATION	
15.05	DETERMINATION OF SENIORITY	
15.06	LOSS OF SENIORITY	
15.07	SENIORITY LISTS	12
15.08	NEW CHANGES IN CLASSIFICATION	
15.09	JOB POSTING	
<u>ARTICLE 16 - HIRING COMMITTEE</u>		12
16.01	COMPOSITION OF THE COMMITTEE	
16.02	FUNCTIONS OF THE COMMITTEE	13
16.03	RECOMMENDATIONS FROM THE COMMITTEE	
16.04	NOTIFICATION OF SUCCESSFUL APPLICANT	
16.05	NO LOSS OF PAY	
<u>ARTICLE 17 - LAY-OFF NOTICE AND PAY</u>		13
17.01	LAY-OFF NOTICE AND PAY	
<u>ARTICLE 18 - SEVERANCE PAY</u>		13
18.01	IN LIEU OF SEVERANCE PAY	

<u>ARTICLE 19 - LETTER OF REFERENCE</u>	14
19.01 LETTER OF REFERENCE	
<u>ARTICLE 20 - HOURS OF WORK</u>	14
20.01 DEFINITION OF DAY AND WORK DAY	
20.02 DEFINITION OF WORK WEEK	
<u>ARTICLE 21 - OVERTIME</u>	14
21.01 NOTICE OF OVERTIME	
21.02 BANKED TIME	
21.03 CHILD CARE COSTS	15
<u>ARTICLE 22 - PAID HOLIDAYS</u>	15
22.01 PAID HOLIDAYS LISTED	
22.02 PAID HOLIDAYS ON WEEKENDS	
22.03 PROVISIONS FOR YEAR END HOLIDAYS	
22.04 OVERTIME ON PAID HOLIDAYS	16
<u>ARTICLE 23 - VACATIONS</u>	16
23.01 PAID ANNUAL VACATION	
23.02 NEW EMPLOYEES	
23.03 ENTITLEMENT	
23.04 VACATION PLUS LEAVE	17
23.05 VACATIONS NON-ACCUMULATING	
23.06 VACATION BONUS	
23.07 HOLIDAYS WITHIN VACATION SCHEDULE	
23.08 VACATION PAY DAY	
23.09 UNBROKEN VACATION PERIOD	
23.10 VACATION SCHEDULE	
<u>ARTICLE 24 - LEAVES OF ABSENCE</u>	18
24.01 PERSONAL REASONS	
24.02 EXTENSION OF TIME	
24.03 PARENTAL LEAVE (FEMALE EMPLOYEES)	
24.04 PARENTAL LEAVE (MALE EMPLOYEES)	
24.05 LEAVE TO ATTEND TO UNION BUSINESS	19
24.06 POLITICAL LEAVE	
24.07 LEAVE TO WORK FOR THE UNION	
24.08 PREVENTIVE HEALTH CARE LEAVE	20
24.09 LEAVE FOR COURT APPEARANCE OR INCARCERATION	

24.10	SPECIAL LEAVE	20 & 21
24.11	PAID JURY OR COURT WITNESS DUTY LEAVE	22
24.12	ILLNESS IN THE FAMILY	
24.13	SICK LEAVE (SHORT TERM)	
24.14	ANNUAL CREDIT	
24.15	EXTENSION OF ANNUAL CREDIT	
24.16	DEDUCTIONS FROM SICK LEAVE	23
24.17	SICK LEAVE RECORDS	
24.18	SENIORITY AND BENEFITS	
24.19	PROFESSIONAL DEVELOPMENT	
<u>ARTICLE 25 - INSURANCE WELFARE PROGRAM</u>		23
25.01	OLAP PACKAGE OF BENEFITS	
25.02	SOCIAL INSURANCE	
25.03	SICK LEAVE (LONG TERM)	24
25.04	SENIORITY AND BENEFITS	
25.05	RETURN TO WORK	
25.06	SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB PLAN)	
<u>ARTICLE 26 - HANDICAPPED EMPLOYEES</u>		24
26.01	HANDICAPPED EMPLOYEES	
<u>ARTICLE 27 - WORKERS' COMPENSATION</u>		25
27.01	ALL EMPLOYEES TO BE COVERED	
27.02	WAGE LOSS EQUALIZATION	
27.03	METHOD OF PAYMENT	
27.04	SENIORITY AND BENEFITS TO CONTINUE	
27.05	RETURN TO WORK	
<u>ARTICLE 28 - PLACE OF WORK CONDITIONS</u>		25
28.01	RIGHT TO REFUSE AND NO DISCIPLINARY ACTION TAKEN	
28.02	SENIORITY, BENEFITS AND WAGES TO CONTINUE	26
28.03	PLACE OF WORK TEMPERATURE	
28.04	TIME OFF NOT CONSIDERED SICK LEAVE	
28.05	TRANSPORTATION FOR ACCIDENT VICTIMS	
28.06	FIRST AID KITS	
28.07	VIDEO DISPLAY TERMINAL OPERATORS	
28.08	SEXUAL HARASSMENT	27
<u>ARTICLE 29 - EDUCATION ALLOWANCE</u>		27

29.01	EDUCATION ALLOWANCE	
<u>ARTICLE 30 - EXPENSE ALLOWANCE</u>		28
30.01	OUT-OF-TOWN TRAVEL ON CLINIC BUSINESS	
30.02	ADVANCE TOWARD TRAVEL EXPENSES	
<u>ARTICLE 31 - AUTOMOBILE ALLOWANCE</u>		28
31.01	TRAVEL RATES PAID TO EMPLOYEES	
<u>ARTICLE 32 - TRANSPORTING CLIENTS</u>		28
32.01	TRANSPORTING CLIENTS	
<u>ARTICLE 33 - CASH SHORTAGES</u>		28
33.01	CASH SHORTAGES	
<u>ARTICLE 34 - SALARIES</u>		28
34.01	SALARIES	
34.02	SALARY INCREASES PAID RETROACTIVELY	29
<u>ARTICLE 35 - EMPLOYER-UNION COMMITTEE</u>		29
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	
<u>ARTICLE 36 - TERM OF AGREEMENT</u>		30
36.01	TERM OF AGREEMENT	
36.02	MONETARY RE-OPENER PROVISIONS	
36.03	FAILURE TO AGREE	
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	31
APPENDIX "A"	SALARIES	

APPENDIX "B" SCHEDULE OF BENEFITS

APPENDIX "B(i)" SUPPLEMENTAL UNEMPLOYMENT BENEFIT
PLAN (SUB PLAN)

LETTERS OF AGREEMENT: JOB DESCRIPTIONS
PAY EQUITY
VACATION ENTITLEMENT FOR WILLIAM FREELAND
CHANGES TO LEGISLATION
MONETARY ITEMS
ACCIDENTAL DEATH AND DISMEMBERMENT

E:\BOARD\CBA96.TOC

COLLECTIVE AGREEMENT

Made effective this first day of April, 2002, at 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 -

The United Steelworkers of America,
hereinafter 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

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees, including the Office Administrator **and excluding articling students**, 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.

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, physical handicap, marital status (including common law relationships), parental status or job classification.

4.02 PERSONNEL FILE

An employee shall have the right to examine his/her 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.

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 he/she 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 his/her 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 UNION DUES CHECK-OFF AND REMITTANCE

The Employer shall deduct from the earnings of each employee the union dues, fees and assessments as currently set out in the Union's Constitution. These deductions shall be made monthly, and remitted within fifteen (15) days to the International Treasurer of the United Steelworkers of America along with USWA Form R-115, duly completed.

8.03 CLAIMS OR OTHER FORMS OF LIABILITY

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 payment made in accordance with this Article.

8.04 DEDUCTIONS RECORDED ON T-4

The Employer agrees to record total union dues deductions paid by each employee on his/her T-4.

ARTICLE 9 - POLICY ADVISORY COMMITTEE

9.01 A Committee shall be established consisting of one Board member, one lawyer, the Executive Director, and two persons designated by the Union. The Committee shall enjoy the full support of all parties in Clinic policy decisions in the interest of improved service to the community. This Committee shall be called the Policy Advisory Committee.

9.02 FUNCTIONS OF THE COMMITTEE

The Committee shall concern itself with the following general matters:

- a) policy affecting the delivery of legal services to the community;
- b) planning desirable initiatives, goals, activities and timetables for effective Clinic operations.

9.03 MEETINGS OF THE COMMITTEE

The Committee shall meet only on request of any of the parties. Its members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

9.04 CHAIR OF THE COMMITTEE

The Chair of the Committee shall rotate among all members of the Committee and alternate between the parties in an orderly scheduled

way.

9.05 SECRETARY OF THE COMMITTEE

The Secretary of the Committee shall rotate among all members of the Committee and alternate between the parties in an orderly scheduled way.

9.06 MINUTES OF MEETING

The agenda for Committee meetings shall be prepared by the Secretary scheduled for the next meeting. There shall be a standard form provided for the taking of minutes.

Each member of the Committee shall receive one (1) copy of the minutes within three (3) days following the meeting.

9.07 JURISDICTION OF THE COMMITTEE

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the Collective Agreement.

The Committee shall endeavour to arrive at decisions by way of consensus. It is recognized however that the make-up of the Committee and the issues before it may prevent this from time to time. Majority vote will govern on these occasions.

It is agreed that the Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Board or its members, to any decisions or conclusions reached in their discussions.

9.08 RECOMMENDATIONS OF THE COMMITTEE

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

either party will refer the matter back to the Committee for further discussions and recommendations.

Recommendations become binding when the Board and the Union respectively pass a recommendation accepting the recommendations of the Committee.

Recommendations may be re-opened for discussion by placing the item

on the agenda.

Any member of the Committee may have an item placed on the agenda by contacting the scheduled Secretary in due time before the establishment of the agenda.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 FIRST STEP

a) Any employee and/or his/her Steward may discuss any grievance with the Liaison Officer. The Liaison Officer shall state his/her decision to the Steward within **three (3) working days or at any later time mutually agreed upon.**

b) For the purposes of disputes in the scheduling of banked time (Article 21.02), substitute days off (Article 22.02), accumulated vacation entitlement (Article 23.03), the minimal staff requirement work schedule at year end (Article 22.03), or the extension of sick leave for illness in the family (Article 24.12), the employee and/or his/her Steward has the right to discuss such grievance of an adverse decision by the Executive Director with the Liaison Officer or his/her designate and receive a decision within **36 hours of the adverse decision having been made.**

10.02 SECOND STEP

If no settlement is reached under Article 10.01, 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.

10.03 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.

- 10.04 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.
- 10.05 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.
- 10.06 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.
- 10.07 No matter may be submitted to Arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 10.08 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.
- 10.09 The Arbitrator shall have the right to modify any disciplinary action taken by the Employer.
- 10.10 The decision of the Arbitrator shall be final and binding on the parties.

10.11 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.

- 10.12 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.

10.13 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.

10.14 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 11 - DISCHARGE AND DISCIPLINARY PROCEDURE

11.01 PRINCIPLE OF INNOCENCE

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed his/her probationary period and which may result in suspension or discharge of the employee, the following procedure will be followed:

PROCEDURE:

The Employer 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(s) for such disciplinary action, with a copy to the designated union person. In the subsequent grievance proceedings or arbitration hearing, if any, evidence shall be limited to evidence relating to the Employer's reasons in the discharge or discipline.

11.02 RIGHTS OF SUSPENDED EMPLOYEE

An employee under suspension shall retain his/her employment with all rights and benefits, except the right to remain on Clinic property or perform Clinic duties, while the employee processes a grievance or arbitration proceeding in accordance with the provisions of this Agreement.

11.03 RIGHTS OF DISCHARGED EMPLOYEE

Should the dispute not be resolved by the Grievance Procedure, the employee shall continue his/her employment with all rights and privileges, except the right to remain on Clinic property or perform Clinic duties, unless an Arbitrator upholds the Employer's request to discipline the employee in the manner outlined in the notice.

- 11.04 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 of the disciplinary action.

ARTICLE 12 - COMMITTEES AND STEWARDS

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

12.02 **NO LOSS OF PAY**

When the legitimate business of a committee member or Steward requires him/her to leave his/her job or department, he/she shall not suffer loss of pay for time spent in the performance of those duties during his/her working hours.

ARTICLE 13 - UNION REPRESENTATIVE

- 13.01 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, he/she 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 14 - GENERAL CONDITIONS

14.01 **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.

14.02 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.

14.03 UNION MEETING

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

14.04 COPIES OF AGREEMENT

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Employer shall print the Agreement and provide a copy to each employee.

14.05 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 USWA Staff Representative.

ARTICLE 15 - SENIORITY

15.01 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, vacations, lay-off and recall after lay-off, senior employees shall have preference.

15.02 60-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 15.01, 15.09, and 15.09(a), the Board shall have the right to pass over any employee if it establishes, after a sixty (60) working day trial or training period, that he/she does not have the ability, knowledge, and skill to perform the work.

The employee shall have the option of returning to his/her 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 his/her former position, wage, or salary rate without loss of seniority.

15.03 GRIEVANCE ARISING FROM SENIORITY

In the event of any grievance arising regarding seniority, the Arbitrator shall substitute his/her 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.

15.04 PROBATION

Seniority of each employee covered by this Agreement shall be established after a probationary period of sixty (60) working days and shall count from the date of employment.

15.05 DETERMINATION OF SENIORITY

a) Seniority shall be maintained and accumulated during absence due to lay-off, sickness, or accident;

b) Seniority 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:

- | | |
|----------|-----------------------------------|
| 24.02 | extended personal leave |
| 24.06 | upon election to political office |
| 24.09(c) | incarceration after sentence |

15.06 LOSS OF SENIORITY

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

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 he/she has been notified so to do by the Employer by Priority Post, requiring the signature of the addressee, to his/her 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 his/her recall;

d) if the employee has been on lay-off for lack of work or on long term disability 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.

15.07 SENIORITY LISTS

There shall be a seniority list maintained by the Employer which shall state the seniority date of each employee. Every six (6) 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.

15.08 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.

15.09 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.

15.09 (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 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.

ARTICLE 16 - HIRING COMMITTEE

16.01 For each hiring of a new employee, a committee shall be established consisting of three members 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.

16.02 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.

16.03 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.

16.04 Upon acceptance of the proposal by the Board, the Hiring Committee shall notify the successful applicant. Should there be any further problems, the Hiring Committee shall meet and make such further recommendations as may be necessary.

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

ARTICLE 17 - LAY-OFF NOTICE AND PAY

17.01 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 his/her appropriate rate of pay. The Union shall be given adequate advance notice of pending lay-offs.

ARTICLE 18 - SEVERANCE PAY

- 18.01 In lieu of severance pay of one (1) week's pay after one (1) year's service, for every year of service, the Employer agrees to include this additional week's pay (at the rate in effect as of December 31st of that year) in the employee's annual salary. The employee shall have the option of authorizing the Employer to make payroll deductions for voluntary contributions to the employee's Group Registered Retirement Savings Plan. The employees agree to sign the necessary documentation required to put this plan into effect. The Employer agrees to advise each employee of the amount representing severance pay in each year when salaries are finalized.

ARTICLE 19 - LETTER OF REFERENCE

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

ARTICLE 20 - HOURS OF WORK

- 20.01 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.

- 20.02 DEFINITION OF WORK WEEK

The basic work week is made up of five (5) work days as defined in 20.01, Monday through Friday.

ARTICLE 21 - OVERTIME

- 21.01 The Employer shall give notice of overtime as far in advance as is practical. Where applicable, all overtime work shall be voluntary. 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 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 21.02.

21.02 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 two 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 to the Executive Director 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 a half working day of the request.

21.03 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 22 - PAID HOLIDAYS

22.01 The following shall be paid holidays:

New Year's 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.

22.02 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.

22.03 PROVISIONS FOR YEAR END HOLIDAYS

- a) Where December 24th falls on a weekday, the office will be closed but when it falls on a weekend, there will be no day off in lieu. Between Christmas and New Years, the office will be open with a minimal staff requirement work schedule and December 31st will be open from 8:30 a.m. to 12:00 noon. A minimal staff requirement work schedule deemed necessary by the Executive Director shall be implemented with at least

ten (10) working days' notice to the employees concerned.

b) The employees concerned will attempt to work out a mutually satisfactory schedule. In the event that there is no agreement among employees, the required work shall be scheduled in the following manner:

- beginning with the employee with the lowest seniority, each employee will be required to work one day until the required work is done;

- in the event that the required work is not done, with each employee working one day, the outstanding work required would be done by requiring each employee to work another day, again starting with the employee with the lowest seniority, and so on until the required work is done;

- employees having to work more than one day in this period shall be allowed substitute time off. This time off shall be taken in accordance with the provisions for banked time set out in Article 21.02.

22.04 OVERTIME ON PAID HOLIDAYS

An employee required to work on any of the above holidays covered in Article 22.01 shall, in addition to receiving his/her regular pay, take time in lieu off at the rate of one and one-half (1½) times the actual hours worked.

ARTICLE 23 - VACATIONS

23.01 Each employee who has finished his/her probation period shall be entitled to an annual vacation as specified in this Article.

23.02 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 his/her employment before the January 1st following his/her 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.

23.03 ENTITLEMENT

Between January 1st and December 31st of each year, each employee shall receive a vacation with full pay and bonus in accordance with his/her 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	32 working days

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

23.04 VACATION PLUS LEAVE

Upon request, an employee with less than four (4) weeks of earned vacation shall automatically be granted sufficient leave of absence without pay to allow a maximum of four (4) weeks' vacation.

23.05 VACATIONS NON-ACCUMULATING

Vacations shall not be accumulated from year to year. However, an employee may bank up to five (5) days of vacation entitlement to be taken in accordance with the provisions outlined in Article 23.03. In extenuating circumstances, the employee may apply to the Board to carry over into the following year unused vacation up to a maximum of one week.

23.06 VACATION BONUS

deleted this article

23.07 HOLIDAYS WITHIN VACATION SCHEDULE

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

23.08 VACATION PAY DAY

An employee shall, upon giving at least two weeks' notice, receive on or before his/her 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.

23.09 UNBROKEN VACATION PERIOD

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

23.10 VACATION SCHEDULE

A schedule of vacation days to be taken prior to Labour Day shall be posted **no later than April 15th**.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 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.

24.02 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 his/her current personal leave. Such extended leave shall be without pay, benefits or accumulation of seniority.

24.03 PARENTAL LEAVE (FEMALE EMPLOYEES)

The length of parental leave shall cover a period of up to **twelve** months, one month of which shall be with pay, before and/or after the birth or adoption of a 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.

24.04 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 adoption of their child or children and ending twelve (12) months after the birth or adoption of their child or children and they shall not be entitled to spread the equivalent of their leave period over more than a **twelve** month period.

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.

24.05 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 without pay but without loss of benefits or accumulation of seniority to a maximum of two (2) weeks per calendar year. The Union will inform the Employer of the name of the employee.

b) Employees who have been elected or appointed by the Union to attend Union conventions or other business of the Union and are not receiving a wage from 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.

c) Leave will only be granted under (a) or (b) above 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 (1) Community Legal Worker and one (1) other employee may be on leave pursuant to Article 24.05 at any one time.

24.06 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 his/her election to any municipal, provincial or federal government office if he/she 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 his/her terms of office.

24.07 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.

24.08 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.

24.09 LEAVE FOR COURT APPEARANCE OR INCARCERATION

(a) If an employee is accused of an offence which requires a court appearance, he/she shall be entitled to leave of absence with pay, benefits and accumulation of seniority to attend court.

(b) If an employee is jailed awaiting a court appearance, he/she 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, he/she 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 judgment costs for any action initiated against an employee by virtue of the performance of his/her employment duties.

24.10 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

REASON

LEAVE OF ABSENCE

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 his/her 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

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

Three (3) days

Where said death requires
travel outside the District
of Sudbury

Five (5) days

Funeral

One-half (1/2) day

24.11 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 his/her full salary for the period required, whichever is greater. To obtain full salary, the employee must remit to the Employer his/her jury or witness duty fee. The employee may retain any travel expenses or meal allowance which he/she receives.

24.12 ILLNESS IN THE FAMILY

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

24.13 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 **Workplace Safety and Insurance Board Act**, and will apply to occasions where the **LAO** package of benefits (Appendix "B")

cannot apply.

24.14 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 two (2) days may be carried over from year to year to a maximum of 14 sick days in any given year.**

24.15 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.

24.16 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 as one-half day.

24.17 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 his/her sick days.

24.18 SENIORITY AND BENEFITS

An employee, while on sick leave, shall be entitled to accumulate seniority and all benefits under this Collective Agreement.

24.19 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.

ARTICLE 25 - INSURANCE WELFARE PROGRAM

25.01 LEGAL AID ONTARIO (LAO) PACKAGE OF BENEFITS

Employees shall be entitled to benefits, as amended from time to time, including the Group Registered Retirement Savings Plan, as provided by the **Legal Aid Ontario** (see Appendix "B").

25.02 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.

c) If the cost of health, medical and welfare coverage combined, after application of the provisions of subsections (a) and (b), exceeds the total cost of maintaining in force the existing health, medical and welfare coverage, the additional costs shall be paid for as provided in Article 25.02

d) If the combined cost referred to in subsection (c) is less than the total cost of maintaining the existing coverage in force, or if no premiums or segregated taxes are payable in respect of the government-sponsored program, the parties shall use the resulting saving in cost to the Employer to add to or improve in any way mutually agreed upon, any of the benefits provided under the Insurance-Welfare Program.

25.03 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 **Legal Aid Ontario** benefits package.

25.04 SENIORITY AND BENEFITS

An employee, while on long term disability, shall be entitled to accumulate seniority, subject to Article 15.06(d), and shall also be entitled

to the following benefits:

a) The employee will continue to receive any benefits forthcoming from the current LAO benefits package, as amended from time to time, for employees in his/her situation.

25.05 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, he/she shall be placed in his/her former or equivalent position with the Employer.

25.06 SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Employees shall receive Supplemental Unemployment Benefits (SUB) as per Appendix "B(i)" attached. In addition, the employee shall be entitled to accumulate seniority and receive all benefits under this Collective Agreement, as outlined in the LAO benefits package.

ARTICLE 26 - HANDICAPPED EMPLOYEES

26.01 In the event of an employee sustaining injuries on or off the job, or becoming affected by occupational disease during the course of his/her employment and becoming physically handicapped as a result thereof, every effort shall be made by the Employer to give the handicapped employee such suitable employment as is available.

ARTICLE 27 - ~~WORKPLACE SAFETY AND INSURANCE BOARD~~

27.01 ALL EMPLOYEES TO BE COVERED

All employees shall be covered by the ~~Workplace Safety and Insurance Board Act~~.

27.02 WAGE LOSS EQUALIZATION

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the ~~Workplace Safety and Insurance Board Act~~ for temporary total disability shall receive from the Employer the difference between the amount payable by the ~~Workplace Safety and Insurance Board~~ and his/her last rate of pay.

27.03 METHOD OF PAYMENT

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to

necessary adjustments. In order to continue receiving his/her regular salary, the employee shall have his/her compensation cheque directed to the Employer.

27.04 SENIORITY AND BENEFITS TO CONTINUE

An employee receiving benefits for a compensable injury under the ~~Workplace Safety and Insurance Board~~ Act shall accumulate seniority and shall be entitled to the following benefits;

a) The employee will continue to receive any benefits forthcoming from the current LAO benefits package, as amended from time to time, for employees in his/her situation.

27.05 RETURN TO WORK

Where an employee has been off work and on ~~Workplace Safety and Insurance Board~~ and has been certified by a medical practitioner fit to return to work, he/she shall be placed in his/her former or equivalent position with the Employer.

ARTICLE 28 - PLACE OF WORK CONDITIONS

28.01 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 himself/herself, 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.

28.02 SENIORITY, BENEFITS AND WAGES TO CONTINUE

In the event of a work stoppage under the ~~Occupational Health and Safety Act~~ or Articles 28.01 or 28.03, the Employer agrees to continue wages, benefits and the accumulation of seniority.

28.03 PLACE OF WORK TEMPERATURE

No employee shall be forced to work when the temperature in the Clinic falls below 60°F (16°C) or rises above 85°F (29°C). Furthermore, the employee shall have the right to remove himself/herself from the work area if the above temperatures apply.

28.04 TIME OFF NOT CONSIDERED SICK LEAVE

Time off resulting from employment conditions as set out in 28.01 and 28.03 shall not be considered sick leave.

28.05 TRANSPORTATION FOR ACCIDENT VICTIMS

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

28.06 FIRST AID KITS

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

28.07 VIDEO DISPLAY TERMINAL OPERATORS

The Employer agrees to provide a 10 minute rest period for each continuous hour worked by video display terminal operators. It is to be understood that the 10 minute rest period is non-cumulative and is to be taken after each hour worked at a location away from the video display terminal. Lunch periods will be used to cover the 10 minute rest periods.

Prior to completion of the probationary period in a job where video display terminals are used, the employee will arrange for vision testing by an optometrist and if necessary, the Employer will pay for the cost of the eye examination if not covered by Ontario Health Insurance, and thereafter vision testing by an optometrist will be done annually.

Upon confirmation of pregnancy, those employees who operate video display terminals shall be given the option of transferring to other suitable work should other work be available for which they are qualified. The Employer and Union shall discuss the relocation of such employee and such discussions shall include seniority considerations and the wishes of other employees.

28.08 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 employees may report a complaint to a joint committee which shall consist of his/her 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 29 - EDUCATION ALLOWANCE

29.01 Commencing in April, 1992, an education allowance of Seventy-Five (\$75.00) Dollars per year shall be paid, upon application by the employee, to any employee taking a job-related upgrading course.

ARTICLE 30 - EXPENSE ALLOWANCE

30.01 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 31 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.

30.02 Where sufficient advance notice is provided, the Employer will provide the employee with a cheque as an advance toward travel expenses.

ARTICLE 31 - AUTOMOBILE ALLOWANCE

31.01 Travel rates paid to an employee using his/her 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 32 - TRANSPORTING CLIENTS

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

ARTICLE 33 - CASH SHORTAGES

33.01 An employee handling cash shall not be responsible for paying back shortages other than those arising from his/her own dishonesty, and dishonesty shall not be presumed unless proven.

ARTICLE 34 - SALARIES

34.01 Salaries shall be as set out in Appendix "A" of this Agreement, and as provided by Article 36.

34.02 Any salary increases shall be paid retroactively to April 1 of the year in question.

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, 2002, and shall remain in effect for a period of three (3) years terminating midnight March 31, 2005. 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, 1996, the following items will be open to renegotiation:

Article 23.06	Vacation Bonus
Article 29	Education Allowance
Article 34 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 36.03, the parties shall jointly seek recourse under the ~~Ontario Labour Relations Act~~ for conciliation and/or mediation.

36.05 Once the procedures outlined in 36.04 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 , 2003.

Signed on behalf of

The Employer:

The Union:

*Note - A joint letter with the Board and Union will be written to LAO asking them to consider increasing the Dental Care Benefits to the current rate of the Dental Association.

- Computer Use Policy - Although the Computer Use Policy is not formally a part of these negotiations, we wish to notify you that the Board feels it is important and timely to review this policy with the goal of making sensible updates and revisions. We would prefer that the policy be discussed first at the staff level to see what changes staff feel should be made. This step may take some time. - Union agreed to discuss this at a staff level but reserve to right to re-open negotiations if it is we are not in agreement or it is not completed in a timely fashion.

