

COLLECTIVE AGREEMENT

**May 1, 2008 TO April 30, 2011**

- between -

THE ALGOMA COMMUNITY LEGAL CLINIC INC.  
(its successors and assignees)

- and -

**THE UNITED STEEL, PAPER AND  
FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION (UNITED STEELWORKERS)  
ON BEHALF OF ITSELF AND ITS Local 8748**

## TABLE OF CONTENTS

ARTICLE NUMBER		TITLE	PAGE
Article	1	Purpose	1
Article	2	Union Recognition	1
Article	3	No Discrimination	2
Article	4	Strikes and Lockouts	2
Article	5	Established Practices	2
Article	6	Management	2
Article	7	Union Security	3
Article	8	Grievance and Arbitration Procedure	4
Article	9	Discharge and Discipline Action	6
Article	10	Committees and Stewards	7
Article	11	General Conditions	7
Article	12	Seniority	8
Article	13	Layoff Notice and Pay	9
Article	14	Letter of Reference	10
Article	15	Hours of Work	10
Article	16	Overtime	11
Article	17	Paid Holidays	12
Article	18	Vacations	12
Article	19	Leaves of Absence	14
Article	20	Failure to Return from Leave	19
Article	21	Health Benefits	19
Article	22	Handicapped Employees	20
Article	23	Workers' Compensation	20
Article	24	Health and Safety	21
Article	25	Bilingual Allowance	25
Article	26	Legal Fees	25
Article	27	Expense Allowance	25
Article	28	Transporting Clients	25
Article	29	Salaries	26
Article	30	Employer-Union Committee	26

Article	31	Job Sharing	27
Article	32	Term of Agreement	28
		Letter of Agreement	29
		Salaries	30
		Appendix `B'	32
		Job Sharing Agreement	33

## ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this agreement.

## ARTICLE 2 - UNION RECOGNITION

### 2.01 Bargaining Unit

The Employer recognizes the United Steelworkers of America as the sole and exclusive collective bargaining agent for all of its employees, namely office, clerical, area receptionists, community legal workers and office administrators, save and except lawyers, and 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 Job descriptions will be developed by the Union and the Employer.

### 2.04 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 layoff, 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.

### 2.05 Temporary Contract Staff

The Legal Clinic will have the right to hire, for a period of no longer than **5 months**, students or temporary staff and these persons will not be part of the bargaining unit. If they are hired for more than 6 months, they will become part of the bargaining unit, with exception of Articling Students.

## ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer shall comply with the Human Rights Code of Ontario. The Company and the Union agree that there will be no discrimination against any employee because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, union membership or non-membership in the Union or participation or non-participation in Union affairs.

## ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 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.

#### ARTICLE 5 - ESTABLISHED PRACTICES

- 5.01 Any rights and privileges enjoyed by the employees prior to the execution of this 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.
- 5.02 The Union Staff will have the right to attend and participate at all regular meetings of the Board of Directors. Union Staff will not have any voting privileges at these meetings.

#### ARTICLE 6 - MANAGEMENT

- 6.01 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.
- 6.02 Such management functions shall be:
- (a) to make, enforce and alter from time to time rules and regulations to be observed by the employees. However, where the rules involve working conditions only and do not deal with the quality or method of providing service by the Clinic, 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.

#### ARTICLE 7 - UNION SECURITY

- 7.01 The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 7.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the International Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to

the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault St. Marie, Ontario, P6A 2W9.

- 7.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
  - b. A list of all bargaining unit employees from whom no deductions have been made and reasons;
  - c. This information shall be sent to both Union addresses identified in Article 7.02 in such form as shall be directed by the Union to the Company.
- 7.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 7.05 The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

#### ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 First Step  
Any employee and his or her steward may discuss any grievance with a **co-director within 14 days of when the employee became aware of the event that gave rise to the grievance. The employee and his steward must clearly notify the co-director** that this is a step one discussion. The co-director shall state his or her decision to the steward within (3) working days or at any later time mutually agreed upon.
- 8.02 Second Step  
If no settlement is reached under Section 8.01 the grievance shall be stated in writing and presented to the chairperson 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 ten (10) working days after the presentation of the grievance to the chairperson to attempt a settlement of the dispute. A staff representative of the Union may attend such a meeting. The Chairperson or her designate shall render her decision on the grievance in writing within 7 business days after such meeting.
- 8.03 If a satisfactory answer of the grievance is not reached under the foregoing procedure, the Union may refer the matter to arbitration in accordance with the provisions set forth in Article 8.02 within thirty (30) working days of receipt of the Second Step answer.
- 8.04 Policy Grievance Of General Nature  
If the Union or the Company alleged that either party has violated any provisions of the agreement and such violation:

- a) affects more than one (1) employee, or
- b) affects the interests of the Union or the Company as a party to this agreement, the Union or the Company may initiate, sign and process the statement of the grievance.
- c) The grievance shall be initiated at Step 2.

#### 8.05 Arbitration

- a) When either party to the agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to the agreement.
- b) The arbitration procedure incorporated in the agreement shall be based on the use of a single arbitrator.
- c) When either party refers a grievance to arbitration, they shall propose three (3) acceptable 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.
- d) 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 an arbitrator on an equal basis.
- e) No matter may be submitted to arbitration which has not first been properly carried through all proceeding steps of the grievance procedure.
- f) 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.
- g) The decision of the arbitrator shall be final and binding on all parties.

#### 8.06 **Time limits set out in this article may be extended by mutual agreement of the parties in writing and will not be unreasonably withheld.**

#### 8.07 Witnesses and Proceedings Recorded

For the purposes of Article 8.01 the Union and the Employer shall be entitled to call witnesses. The Union and the Employer shall be entitled to ask that a recording of the proceedings be made.

### ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

- 9.01 An employee who has completed his/her probationary period may be dismissed or suspended but only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 9.02 Written Warning  
The Board shall not take disciplinary action without first warning the employee, in writing, unless the circumstances justify immediate discipline or discharge. All disciplinary action shall be given in writing, giving reason for such disciplinary action.
- 9.03 The Employer shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step Two of the grievance procedure within five (5) working days.
- 9.04 Burden of Proof  
In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. **In the subsequent grievances proceedings or arbitration hearing, evidence shall be limited to their grounds stated in the discharge or discipline.**
- 9.05 Personnel File  
An employee shall have the right to examine his/her file in the presence of the chairperson or the chairperson's designate, and the employee shall have the right to grieve its contents.

#### ARTICLE 10 - COMMITTEES AND STEWARDS

- 10.01 The Union will notify the Employer in writing of the names of its committee members and steward.
- 10.02 No Loss of Pay  
When the legitimate business of a committee member or steward arising from this collective agreement requires her/him to leave her/his job or department, she/he shall not suffer loss of pay for time spent in the performance of those duties during her/his working hours, such time not to exceed one half hour per week.

#### ARTICLE 11 - GENERAL CONDITIONS

- 11.01 Bulletin Board  
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 keeping with the spirit and intent of this agreement.
- 11.02 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 the Employer will give a copy to each employee.

11.03 Correspondence

A copy of all correspondence regarding the contract between the Employer and the Union shall be submitted to the International Office at 68 Dennis Street, Sault Ste. Marie, ON P6A 2W9.

11.04 Prior to applying for permission to use surplus funds in the bargaining unit salary pool, the Clinic/Board will notify the bargaining unit employees, in writing, and will consider written proposals for the use of said funds. On February 1st of each year an estimated amount of surplus funds will be given to the unit chairperson.

ARTICLE 12 - SENIORITY

12.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, layoff and recall after layoffs and vacations, senior employees shall have preference.

12.02 Thirty (30) 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 Article 12.01, the Board shall have the right to pass over any employee if it establishes, after a thirty (30) working day trial or training period, that he/she does not have the ability to perform the work.

12.03 Grievances Arising From Seniority

In the event of any grievance arising regarding seniority the single 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.

12.04 Probation

Seniority of each employee covered by this agreement shall be established after a probationary **period 90 working days** and shall count from the date of employment. Seniority shall be maintained and accumulated during:

- (a) absence due to layoff, sickness or accident, and
- (b) authorized leave of absence. A probationary employee may be terminated without notice **and such termination will not be subject matter of a grievance.**

12.05 Loss of Seniority

An employee shall lose his/her seniority standing and her/his 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 two 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 fifteen (15) days after she/he has been notified so to do by the Employer by registered mail to his/her last known address, (a copy of which notice shall be sent to the Union);
- (d) if the employee has been on layoff for lack of work for a period of more than twenty-four (24) consecutive months.
- (e) **If the employee fails to attend work for 4 consecutive days without a reasonable excuse reasonable to the employer.**

12.06 Seniority Lists

There shall be one (1) seniority list of all the employees in the bargaining unit. The Board shall maintain this list which shall state the seniority date of each employee. Every six (6) months the list shall be revised, if there are changes to be made, and copies posted on the bulletin board for employee's inspection. The Union shall also be provided with one (1) copy.

12.07 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.

12.08 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 Board within five (5) days of the posting. Subject to the provisions of Article 12.01 and Article 12.02 the senior employee shall be given the appointment.

9. Service Accrual

**Service Accrual shall mean, for the purpose of this agreement, the accruing of vacation, sick days and RRSP contributions.**

ARTICLE 13 - LAYOFF NOTICE AND PAY

13.01 In the event of a layoff, or just cause involuntary termination, the Employer agrees to notify all regular full time employees of such layoff at the earliest possible date. Notice of layoff, or pay in lieu of, will be given within the following time limits, based on years of service:

- less than one year of service - two (2) weeks notice

- one year to three years service - three (3) weeks notice
- three years to five years of service - six (6) weeks notice
- five years or more of service - twelve (12) weeks notice
- seven years or more of service - fourteen (14) weeks notice

ARTICLE 14 - LETTER OF REFERENCE

14.01 Upon termination of employment for any reason, the Employer shall provide a letter of reference on request. **The content of this reference is at the discretion of the employer.**

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) The basic office hours for each employee will be seven hours during the day beginning at a time between 8:00 a.m. and 9:00 a.m. and ending at a time between 4:00 p.m. and 5:00 p.m. with a one hour lunch hour allotted therein thirty-five (35) hour week.
- (b) The daily schedule may be adjusted by the director when an emergency occurs.
- (c) Notwithstanding (a) support staff's lunches be increased by fifteen (15) minutes, Monday to Thursday, from noon to 1:15 p.m. The lunch break on Friday is from noon to 1:30 p.m.
- 15.02 No overtime shall be paid but employees shall when they work in excess of thirty-five (35) hours per week earn time off at the rate of one and one half (1 1/2) times each excess hour worked, such time to be scheduled with the approval of the director. Such time off shall not accumulate to more than thirty-five (35) hours.

ARTICLE 16 – OVERTIME

16.01 The Employer shall give notice of overtime as far in advance as is practical. **Overtime shall not be worked without approval of the employer, excluding CLW's pursuant to Article 16.04.** Where applicable, all overtime shall be voluntary. Overtime work shall be equitably distributed among those normally performing the work. When an employee is called from home to work overtime the time will start upon leaving home.

16.02 Meetings and Weekend Work

Hours worked in conjunction with meetings or weekend duties, except cases of voluntary continuing education, other than regular hours on Clinic business be considered as overtime.

16.03 Banked Time

- (a) Employees shall not work in excess of fourteen (14) hours overtime in any month, and shall register those hours with a central register.
- (b) Overtime hours will be banked at one and one half (1 1/2) times the actual hours worked.
- (c) Banked time must be taken in the sixty (60) day period following the overtime worked.
- (d) There shall be a central register established for the purpose of recording and scheduling banked time.
- (e) Banked time may be taken at the employee's discretion and with the approval of the co-director and in cooperation with other employees and their work schedules, but at least one (1) day's notice shall be given to the central register prior to time being taken.
- (f) Where Clinic business necessitates working on weekends, those employees working on the weekend shall take one day off during the immediate following work week and that day shall be mutually agreed upon by the employee and the co-director.

16.04 Notwithstanding Article 16.03 and 15.02 those employees working as "Community Legal Workers" shall receive a one (1) week paid leave of absence in each year in lieu of paid overtime.

16.05 Child Care Costs

Where overtime is necessitated by official clinic activities authorized by the Director of Admin. or the Director of Legal Services, reasonable child care costs arising from that will be reimbursed by the employer up to a maximum of one hundred dollars (\$100.00) per contract year.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following shall be paid holidays:

New Year's Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	Remembrance Day,
Victoria Day	Thanksgiving Day	<b>Family Day</b>

17.02 Paid Holidays on Weekends

If any of the above holidays fall on a Saturday or Sunday, the following Monday shall be deemed a holiday for the purpose of this agreement.

17.03 Holiday Pay

Each employee shall receive her/his appropriate rate of pay for each of the above holidays and such pay shall be referred to as her/his holiday pay.

17.04 Overtime on Paid Holidays

An employee will not be required to work on any of the above holidays.

- 17.05 The Clinic office will be closed for all days between Christmas and New Years. No employee shall suffer any loss of earnings as a result of such closure. Where Christmas Eve day falls on a weekday, the Clinic office will be closed from Christmas Eve day at noon up to and including New Years day. No employee shall suffer any loss of earnings as a result of such closure.

#### ARTICLE 18 - VACATIONS

- 18.01 Between January 1 and December 31 of each year, each employee shall receive a vacation with full pay in accordance with her/his years of employment. **Vacation entitlement for any given year, shall be based on active service for that year. An absence of not more than 85 days shall not disrupt service.** Furthermore, January 1 of each year shall be the anniversary date for all employees in calculating vacation time off. Upon termination of her/his employment, the annual vacation entitlement of an employee shall be pro-rated and calculated from January 1 to the last day worked in the calendar year.

- 18.02 Annual vacations shall be:

- less than one (1) year of employment in a Clinic - 1 1/4 day per month
- after one (1) year of employment in a Clinic - three (3) weeks vacation with pay.
- after four (4) years of employment in a Clinic - four (4) weeks vacation with pay.
- after seven (7) years of employment in a Clinic - five (5) weeks vacation with pay.
- after ten (10) years of employment in a Clinic - six (6) weeks vacation with pay.
- after fifteen (15) years of employment in a Clinic - seven (7) weeks vacation with pay.

- 18.03 Vacation Pay

Vacation Pay will be the same as full pay when working

- 18.04 Vacations Non-Accumulating

Staff shall be allowed to carry 1 week of vacation from year to year.

- 18.05 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls, or is observed during an employee's vacation period, she/he shall be allowed an additional vacation day off with pay at a time mutually agreed to by the employee and the director.

- 18.06 Vacation Pay Day

**The normal scheduled direct deposits of salary will continue to be made during an employees vacation.**

18.07 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the Employer and the employee. A maximum of four (4) weeks to be taken in each unbroken period.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Personal Reasons

After five (5) years employment, an employee may be allowed up to one (1) year leave of absence without pay and benefits for personal reasons. Such requests are to be submitted in writing by the employee to the Board. The employee must give the Board a minimum of twelve (12) weeks notice for this leave, and only one (1) - one (1) year leave will be granted every five (5) years. The employee will continue to accumulate seniority **but not service for a leave of absence of more than 30 days.** The period for which leave is given shall be stated at the time it is granted. An employee who is granted this leave of absence by the Board shall automatically lose all seniority and recall rights if she-he accepts other full-time employment except with the Union, while on such leave of absence.

19.02 Extension of Time

A leave of absence shall be extended if there is good reason and the Employer and Union agree. The employee must request the extension in writing prior to the expiration of her/his current personal leave.

19.03 Pregnancy and Parental

1. The employee is entitled to pregnancy and parental leave of up to seventeen (17) weeks before and/or after the birth of a child, or such time as is provided by Employment Standards Act, whichever is greater. Such period shall include any period during which Employment Insurance benefits are paid.
2. Pregnancy or parental leave shall be unpaid except that the employee shall receive regular pay during the waiting period for Employment Insurance parental benefits. The employee may also have entitlement to a Maternity SUB plan as set out in this contract.
3. The employee shall retain full employment status while on pregnancy or parental leave and accumulate all such benefits to which the employee is entitled under this contract.
4. The employee shall provide the employer with at least two weeks written notice of return to work after pregnancy or parental leave.
5. In addition to pregnancy leave the employee is entitled to unpaid parental leave of up to thirty five (35) weeks or as allowed by legislation.

Maternity and Parental Leave SUB Plan:

6. The objective of the SUB Plan is to supplement the Employment Insurance benefits provided by Human Resources Development Canada and received by workers for temporary unemployment caused by maternity leave.
7. There are no other requirements imposed by the Algoma Community Legal Clinic for receipt or non-receipt of the SUB Plan.
8. All employees who have passed the probationary period and who are eligible for fifteen (15) weeks pregnancy benefits under Employment Insurance legislation are covered. Employees do not have a right to SUB Plan payments except for supplementation of Employment insurance benefits for the period of unemployment as specified in the SUB Plan.
9. Employees must apply for Employment Insurance benefits before SUB becomes payable. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for SUB.
10. 10 The employee must provide Algoma Community Legal Clinic with proof that she is receiving Employment Insurance benefits or not receiving Employment Insurance benefits. Verification of payment of Employment Insurance benefits may be achieved when the employee submits benefit stubs to Algoma Community Legal Clinic. In the event of any delay in payment attributable to Human Resources Development Canada, verification may be achieved by requesting a note of verification from Human Resources Development Canada to Algoma Community Legal Clinic.
11. The maximum number of weeks for which a SUB plan is payable is seventeen (17) weeks during maternity leave and up to thirty five (35) weeks for parental leave. SUB Plan benefits will be paid:

during the Employment Insurance two (2) week waiting period, providing that serving the waiting period is the only reason the employee is not in receipt of Employment Insurance benefits; and during the fifteen (15) weeks while receiving Employment

Insurance maternity leave benefits:

12. It is understood that the benefit level paid under this SUB plan is the amount of salary monies made available through the difference in grid levels of the wage level paid to the replacement worker and the wages normally paid to the employee who is on pregnancy leave/parental leave. The replacement worker will be paid at the salary grid level they qualify for based on their experience or the salary grid level of the employee they are replacing whichever is less. The salary grid levels referred to are those imposed by Legal Aid Ontario and may include any applicable personnel policies imposed by Legal Aid Ontario.

13. Algoma Community Legal Clinic will inform Human Resources Development Canada of any changes made to the SUB Plan within thirty (30) days of the effective date of change.
14. Payments made in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan.
15. The availability of funds for the SUB Plan are subject to the Algoma Community Legal Clinic receiving permission from Legal Aid Ontario to use the difference in salary levels between the replacement worker and the employee taking maternity leave for this purpose.

19.04 Leave to Attend to Union Business

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 for the purpose. The Union will inform the Employer of the name of the employee. Leave of absence will not exceed 45 transferable days per year for all employees in the bargaining unit. These days may be allocated to one or more members of the bargaining unit **based on operational requirements (1 support worker and 2 case workers), which shall not be unreasonably withheld.** Such leave is to be approved by the Director of Administration upon providing reasonable notice. **Any leave of 5 days or less can be approved by Management. Leaves of greater than 5 days must have Board approval.** Only one employee shall be off on a union leave for greater than 2 consecutive days at any one time. **If the request is denied, it can be brought to the Board for reconsideration.**

19.05 Bereavement - Special Leave

In the event of a death of a near family member or close friend of an employee, up to three (3) days leave of absence will be granted for the purpose of attending the funeral. It is recognized that the requirements of an employee can vary. Therefore, the leave of absence will be granted with pay, however, an appropriate deductions from accumulated sick leave will be made for all regularly scheduled time taken after the third consecutive day. The Employer agrees that as presently written this article applies to full time employees. Two (2) additional days, with pay, shall be granted for travel outside Algoma District.

19.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority, benefits, and regular pay to an employee who serves as juror or witness in any court and the employee will reimburse to the Employer any witness fees they might receive as a result thereof.

19.07 Illness in the Family / Emergencies

Where no one other than the employee can provide for the need during illness of an immediate family member of her/his family, the Employee shall be entitled to use a maximum of five (5) accumulated sick leave days per illness for this purpose. An extension of this period may be agreed upon through the Employer-Union committee.

For serious household and domestic emergencies, two (2) days, with pay, off per year will be granted.

19.08 Child Care Emergency Leave

Where no other person is available to attend to children, the employee shall be entitled to use a maximum of five (5) unused sick days per year for these purposes.

19.09 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, quarantined, or under examination or treatment by a physician, chiropractor, or dentist.

Sick leave provisions outlined there will not apply where compensation is payable under the Workers' Safety & Insurance Board Act, and will apply to occasions where Group Benefits (Appendix B) cannot apply.

19.10 Annual Credit

Between January 1 and December 31 of each year of **active service**, each employee shall be given an annual credit of fifteen (15) days sick leave (short term) and unused sick days shall be accumulated from year to year up to a maximum of the qualifying period for LTD contained in this agreement. **Sick days shall be pro-rated to the portion of the year the employee is engaged in active service. An absence of less than 85 days shall not disrupt service.** January 1 shall be the anniversary date for all employees in granting annual sick leave (short term) credits. Upon termination of her/his employment, the annual sick leave (short term) credits of an employee shall be pro rated and calculated from January 1 to the last day worked in the calendar year.

19.11 Extension of Annual Credit

Where an employee exhausts the fifteen (15) day allocation, application by the Union to the board shall be made for an extension and the Board shall consider the circumstances.

19.12 Deductions from Sick Leave

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

19.13 Sick Leave Records

Sick leave records shall be maintained in a central register.

19.14 Seniority and Benefits

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

19.15 Payment of Unused Sick Leave on Termination of Employment

Upon termination of employment, an employee shall be paid unused sick leave to a maximum of ten (10) days.

19.16 Staff Development

Employees shall undertake if asked to do so, special training courses or refresher courses at the expense of the Board, to participate in workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given employees to develop their professional growth and leadership abilities in these ways and through provisions of reading material, staff conferences, community meetings, and other public relations work.

19.17 Candidate for Political Office

An employee shall be granted a leave of absence without pay for the purpose of running as a candidate for political office.

ARTICLE 20 - FAILURE TO RETURN FROM LEAVE

20.01 Every leave of absence shall be authorized in writing and such leave shall not affect any employee's seniority rights when used for the purpose granted, provided he/she returns to work at the expiration of the authorized leave.

ARTICLE 21 - HEALTH BENEFITS

Parties will look at separately

21.01 During the life of this agreement, the Employer agrees to administer and provide, in conjunction with employees, such benefits and health care plans as are provided **for clinic employees by the employer.**

Benefits will be provided as per Appendix B

21.02 Sick Leave (Long Term) Defined

Sick leave (long term) means the period of time an employee is absent from work and has been deemed eligible for benefits under the Group Benefit Plan.

21.03 Seniority and Benefits

An employee, while on sick leave **of a duration of longer than 12 months**, shall be entitled to the above noted health benefits for a period of 12 months.

Seniority will continue to accrue while an employee is on a bona fide sick leave or LTD

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

21.05 Optional Additional Benefits

Optional additional benefits provided by Legal Aid Ontario and the Employer from time to time will be made available to employees at their own cost on a voluntary basis.

## ARTICLE 22 - DISABLED EMPLOYEES

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

## ARTICLE 23 - WORKERS' COMPENSATION

### 23.01 All Employees to be Covered

All employees shall be covered by the **Workers' Safety & Insurance Board Act**.

### 23.02 Seniority and Benefits to Continue

An employee receiving benefits for a compensable injury under the **Workers' Safety & Insurance Board Act** shall accumulate seniority and shall be entitled to all group, health and insurance benefits to the extent that the group plan provided by Legal Aid Ontario **and the Employer** permits same.

### 23.03 Return to Work

Any employee who is no longer deemed to have a compensable injury shall be placed in her/his former or equivalent position with the Employer where possible.

## ARTICLE 24 - HEALTH AND SAFETY

24.01 The Company shall make all reasonable provisions for the safety and health of employees during working hours. The Union, through its Safety and Health Committee, may bring to the attention of the Company any suggestions in this regard and any other suggestions regarding improvements in conditions of work.

### 24.02 Safety & Health Committee

The Company and the Union agree to appoint a Safety and Health Committee composed of two members appointed by the Company and two members appointed by the Union or as otherwise mutually agreed. The function of this committee shall be to recommend to management of the promotion of safety and health in the office. The Committee shall meet upon request of any of the members. The minutes of these meetings will be forwarded to each member of the committee and a copy forwarded to the Union. The Safety and Health Committee is not one as described in Provincial regulations.

### 24.03 Day of Mourning

The parties recognized April 28 as the annual day of remembrance for workers killed or injured on the job. The employer agrees to: stop work and provide a minute of silence for all employees at 11:00 a.m. in memory of workers killed or injured on the job; provide paid time off for one member selected by the bargaining unit to attend Day of Mourning

ceremonies during regular working hours. Such time off will be considered part of their employment.

#### 24.04 Workplace Fatality

In the event a worker dies as a result of a workplace incident the employer agrees to provide time off to any employee wishing to attend the funeral or memorial service of the deceased. Such time to be at the employee's applicable hourly rate and will include reasonable travel time to and from the funeral or memorial service. This provision is subject to the wishes of the family of the deceased.

#### 24.05 Protection From Violence

The parties agree to attach a new Protection from Violence Policy and once it has been finalized, it shall form part of the collective agreement as appendix "C". Changes to this policy requires USWA's approval.

#### 24.06 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 legislations 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.

#### V.D.T.

A pregnant employee who may be concerned with the possible health effects of working on a video display terminal, may seek reassignment of duties by discussing her concerns with her supervisor. In the event that duties cannot be reassigned then the employer will grant a leave of absence without pay but with no loss of seniority to cover a maternity leave of absence of up to one year.

An employee shall undergo, at no cost to the employee, an eye examination before being assigned to work on a VDT. An employee shall then undergo an annual eye examination. Such examinations, if held during working hours, will not result in loss of pay. If, in the opinion of a medical practitioner, new or special eye glasses are required as a result of work with a VDT, then the eye glasses will be provided at no expense to the employee.

An employee who operates a VDT on a continuous basis shall be given a ten (10) minute break away from the VDT after each hour of such operation, except where the employee is otherwise entitled to a rest break or an unpaid meal break which coincides with the requirement for a break away from the VDT. An employee who operates a VDT on a continuous basis shall not be required minutes to of operate a VDT in the last thirty (30) a shift.

Health and Safety, planning, and adapting of equipment or tasks to promote the comfort and efficiency of those employees working with VDT's shall be as agreed to by the parties.

24.07 Seniority, Benefits and Wages to Continue

In the event of a work stoppage under the Occupational Health and Safety Act, 1978, or any other Article under Article 24, the Employer agrees to continue wages, benefits and the accumulation of seniority.

24.08 Place of Work Temperature

No employees shall be forced to work when the temperature in the Clinic falls below 65 degrees F. or rises above 85 degrees F.

24.09 Transportation for Accident Victims

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

24.10 First Aid Kits

First aid kits shall be supplied by the Employer.

24.11 Fire Extinguishers

Fire extinguishers shall be provided by the Employer.

24.12 Anti-Sexual And Anti-Racial Harassment

1.1 The Company shall maintain a working environment which is free from sexual and/or racial harassment. 1.2 For the purposes of this clause, "sexual harassment" includes:

- (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/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

1.2 For the purpose of this clause, "racial harassment" includes:

(1) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the company, supervisor, or a co-worker in the bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

1.3 Where an arbitrator concludes that Section 1.1 has been breached the arbitrator may direct:

(1) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and

(2) that any employee who is found to have engaged in sexual or racial harassment conduct be reassigned to another location or time of work without regard to the respondent's seniority; and

(3) the company pay the aggrieved employee compensation for all losses flowing from and reasonably connected to the sexual or racial harassment conduct complained of.

1.4 In any arbitration case the arising out of or relating to sexual or racial harassment conduct, where an arbitrator finds that sexual or racial harassment has occurred the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regards to his/her seniority.

#### ARTICLE 25 - BILINGUAL ALLOWANCE

25.01 A bilingual allowance of fifty (\$50.00) dollars per year shall be paid to any employee who is capable of using a second language in the performance of her/his duties.

#### ARTICLE 26 - LEGAL FEES

26.01 The Board may provide full or partial payment of legal fees incurred by an employee as a direct result of the good faith performance of their duties. Prior authorization from the Board, through the Executive Director, shall be sought by the employees.

#### ARTICLE 27 - EXPENSE ALLOWANCE

27.01 All expenses and meal allowances shall be based on the prevailing rates as set by the Ontario Legal Aid Fund.

Employees that use their personal vehicle for employment purposes shall be paid the going rate per km. as set by **Legal Aid Ontario**.

## ARTICLE 28 - TRANSPORTING CLIENTS

28.01 Employee's personal automobiles shall not be used for the transportation of Clinic clients in the course of Clinic business.

## ARTICLE 29 - SALARIES

29.01 Salaries will be as set out in Appendix "A" of this Agreement, and shall be paid every second Thursday.

29.02 Wage scales agreed to by the Union and the Employer shall be paid retroactively to bargaining unit employees to April 1 in any given year.

29.03 Despite the term of the contract, the employer agrees to notify bargaining unit employees concerning any additional salary increases granted by the funder for bargaining unit positions and to pay out those increases according to the salary grid levels established by the funder for the period of time specified by the funder.

29.04 **If there are changes to the funding mechanism, the parties shall reopen Article 29.01 for the negotiations of salaries only.**

## ARTICLE 30 - EMPLOYER-UNION COMMITTEE

### 30.01 Establishment and Composition of Committee

An Employer-Union committee shall be established for the purpose of discussing labour-management matters **and reviewing issues of working conditions (but not formal grievances concerned with these), including:**

- **Reviewing issues of working conditions (but no formal grievance concerning with these)**
- **Misunderstandings**

The Employer Union committee shall be composed of two persons designated by the Board of Directors, and two person designated by the union.

### 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 attendance of both parties if desired.

### 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 initiated by both parties. Employees shall not suffer any loss of pay for the time spent with this committee and time spent in meetings shall be considered to be time worked.

**Minutes and notes must be approved by both the parties and are not be used for any purpose outside the meeting process.**

#### 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 bargaining agreement, nor the grievance and arbitration procedure set out in the collective bargaining 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 bargaining 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 bargaining agreement.

#### ARTICLE 31 - JOB SHARING

31.01 Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.

31.02 It is agreed that Job Sharing results from two employees sharing a full-time classified position as such the position shall continue to be identified as a full-time classified job.

#### ARTICLE 32 - TERM OF AGREEMENT

32.01 Subject to the wage reopener provisions contained in Article 29, subsection 29.03, this agreement shall become effective on the **1st day of May, 2008**, and shall remain in effect for a period of three (3) years.

It shall be renewed automatically every one (1) year thereafter unless either party gives 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.

Dated at Sault Ste. Marie, Ontario this            day of , 2008

Signed on behalf of:

THE EMPLOYER

THE UNION

**Letter Of Agreement**

**Re: Article 24.02 VDT's**

**The Union will form a committee of two Union personnel to research the need for current VDT language to report by December 31, 2008 and amend where possible if agreed upon.**

**Dated at Sault Ste. Marie, Ontario, this    day of , 2008 Signed on behalf of:**

**THE EMPLOYER**

**THE UNION**

## Letter of Agreement

Re: Violent and Abusive Client Policy

### General:

At least two people must be present in the office at all times that the office is open to the public. Staff will endeavor to arrange their schedules to ensure that this objective is met. If it is unavoidable that one person is alone in the office (i.e. Northern Training Sessions) then the office will be closed to the public during that period.

### Specific Clients:

1. Clients who are abusive and/or insulting to staff will be advised that such behaviour will not be tolerated and that continued behaviour could result in termination of service.
2. Where clients are threatening to staff and where it is reasonably believed that they may be violent or physically abusive, other staff will be called in to calm the client if possible and he/she will be warned that services could be terminated if this behaviour persists.
3. Where the client cannot be calmed and staff reasonably feel that they are in danger, the Police may be called to subdue the client as a last resort. If staff are actually assaulted, the Police will be called.
4. Continued violent/threatening behaviour where warnings have no deterring effect may result in termination of service.

Dated at Sault Ste. Marie, Ontario, this        day of   , 2005 Signed on behalf of:

THE EMPLOYER

THE UNION

Algoma Legal Clinic employees are entitled to an harassment free environment at all workplace activities, events and meetings.

The Algoma Legal Clinic will not tolerate nor condone behaviour that is likely to undermine the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment.

Harassment is not a joke. It is an expression of perceived power by the harasser over another person, usually for reasons over which the victim has little or no control. Prohibited grounds under Human Rights Codes across Canada can include sex, race, age, marital status, sexual orientation, disability, political or religious beliefs, and place of national origin.

Harassment is defined as any action (verbal, psychological or physical) on a single or repeated basis which humiliates insults or degrades and is known or ought reasonably to be known to be unwelcome by the victim of harassment.

Harassment includes: unwanted comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, physical contact of any kind, remarks about a person's appearance or personal life, unwelcome sexual advances or demands, suggestive looks or gestures.

The Algoma Legal Clinic takes harassment complaints seriously. It is the responsibility of the employee being harassed to inform the harasser(s) that their conduct is unacceptable.

Where the harassment continues the employee must advise a Director in writing. Management will thoroughly investigate the complaint, either unilaterally or with the use of an independent third party, (at the discretion of management), to insure a healthy and safe work environment. The investigation results will be reported to the complainant who will then have the option of accepting the report or filing a grievance, under a ground enumerated in Article 3.01. All investigations or complaints will be reported to the Board of Directors of the Legal Clinic as soon as possible but no later than the Board's next scheduled meeting.

“We can't make people like each other. But we can, through concrete action, promote tolerance and mutual respect in our workplace.”

APPENDIX "A" – SALARIES

it is agreed that the following 2007 wage scales will be effective on April 1, 2007.

<b>Legal Worker -</b>	<b>\$51,548.10</b>
<b>Office Manager -</b>	<b>\$54,784.92</b>
<b>Secretary/Receptionist -</b>	<b>\$39,264.68</b>

**Entry Level Salaries:**

<b>Legal Worker -</b>	<b>\$50,642.10</b>
<b>Office Manager -</b>	<b>\$41,972.00</b>
<b>Secretary/Receptionist -</b>	<b>\$35,508.00</b>

## **APPENDIX "B" - INSURANCE AND BENEFIT PROGRAM**

- 1. The Employer will provide:**
  - a. Employer Health Tax**
  - b. Group benefits as outlined paragraph 5**
  - c. The current R.R.S.P. retirement plan, policy #26950-6 with Sun Life of Canada for so long as it is provided by the Legal Aid Ontario Plan and the cost of such is covered totally by the Legal Aid Ontario Plan.**
  
- 2. A benefit booklet, outlining the benefits available, shall be supplied to each employee.**
  
- 3. Employees will continue to qualify for health benefits while on a approved leave of absence.**
  
- 4. Probationary employees will receive benefits after 3 months of continuous service. Notwithstanding the above, employees hired on contract or employees hired to cover off for any leave described in this collective agreement will be excluded from receiving benefits.**
  
- 5. a) The parties agree that all monies rendered to the Employer by LAO for the purpose of providing a benefit program will be paid by the Employer for that purpose.**  
**b) The parties agree, to the extent that the monies rendered by LAO are not sufficient to cover the actual costs of the benefit program for bargaining unit employees, these employees will be responsible for any shortfall to a maximum of \$93.75 per month.**  
**c) The parties agree that the employer will allocate any union salary surplus funds to the payment of any benefit shortfall for union employees, to the extent the employer is allowed to do so by LAO. Union salary surplus shall be defined as any surplus monies from salary monies remitted by the union to the employee to cover salaries of bargaining unit employees while they are engaged in work for the union. Union salary surplus shall be kept in a separate bank account.**  
**d) The parties agree to meet annually to discuss the cost of benefits, look for the best attainable benefit package and any possible remedy to deal with any shortfall. Any further meetings may be requested and shall be granted at the discretion of the employer.**

