

*Collective Agreement*

**Between:**



**OCASI - ONTARIO COUNCIL OF AGENCIES  
SERVING IMMIGRANTS  
(the “Employer”)**

**- AND -**

**UNIFOR LOCAL 87-M  
(the “Union”)**



**July 20, 2023 – July 19, 2026**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

### **1.1 Purpose of the Collective Agreement**

The Employer and the Union (hereinafter collectively referred to as the “Parties”) share a desire to work cooperatively to address the concerns and interests of both Parties. Accordingly, they are determined to establish an effective working relationship at all levels of which Bargaining Unit Members are employed.

The purpose of this Agreement is to:

- (a) Establish and maintain a harmonious and mutually satisfactory relationship between the Employer, its Employees, and the Union;
- (b) Set forth the negotiated terms and conditions of employment, and establish and maintain mutually satisfactory working conditions for the Employees covered by this Agreement;
- (c) Provide mechanisms for collective bargaining and for the prompt and equitable resolution of any differences or Grievances that may arise between the Parties with respect to matters covered under this Agreement.

### **1.2 Conflicting Provisions**

In the event of a conflict between an Employer policy or regulation and a term of this Agreement, the Agreement will take precedence. For clarity, where this Agreement is silent on a matter on which the Employer has or adopts a policy or regulation, there is deemed to be no conflict between such policy or regulation and this Agreement.

## **ARTICLE 2 – DEFINITIONS**

**Bargaining Unit Members** are Employees who are part of the Union and are legally represented by the Union.

**Hours Worked** includes paid sick time and any paid leave, for the purposes of calculating seniority.

**Regular Full-time Employees** are Employees hired to work for an indefinite period for 35 hours per week in a regular work week.

**Regular Part-time Employees** are Employees hired to work for an indefinite period for less than 25 hours per week in a regular work week

**Full Time Calculation**– calculation to determine seniority for part-time employees. Calculation will be based on 1820 hours worked being equal to one year of seniority.

**Temporary or Contract Employees** are Employees hired to work for a fixed period of time for a specific project not to exceed six (6) months, or as a leave of absence replacement, for the duration of the leave.

**Parties** refer to The Employer and the Union, which are signatories to this Agreement.

**Union** refers to Unifor Local 87-M.

**Union Representative/Union Steward** is an Employee who represents and defends the interests of Bargaining Unit Members in an official capacity on behalf of the Union, in accordance with the provisions of this Agreement.

### **ARTICLE 3 – UNION RECOGNITION, RIGHTS, AND RESPONSIBILITIES**

#### **3.1 Union Recognition and Application of Agreement**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of OCASI — Ontario Council of Agencies Serving Immigrants — working in or out of the City of Toronto, save and except managers, persons above the rank of manager, executive coordinator, finance and administration, human resources staff.
- (b) The term “Employee” as used in this Collective Agreement and in any Letters of Understanding shall mean only those Employees who are included in the Bargaining Unit, as described in Article 3.1 (a) above. For the purposes of interpretation, whenever “they” is used in the Collective Agreement, it shall be deemed to include all genders.
- (c) The Employer recognizes the Union’s right to select Union Representatives / Stewards to represent the Bargaining Unit and/or individual Employees in accordance with the provisions of this Agreement. The Union shall have the right to appoint a total of three (3), plus one (1) alternate, Union Stewards, from amongst Employees within the Bargaining Unit who have completed their probationary period.
- (d) The Union agrees to notify the Employer in writing of the names of Union Representatives/Stewards and to advise the Employer of any changes to the list. The Employer is not required to recognize any person as a Union Representative/Steward until it has received such notification.
- (e) The Union acknowledges that the Stewards must continue to perform their regular duties and that so far as possible, all activities will be carried on outside of their regular working hours. The Union recognizes that the Stewards will not leave their work during working hours without obtaining permission of her immediate supervisor. Such permission will not be unreasonably withheld.
- (f) No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Representatives. Similarly, the Employer will supply the Union with names of its supervisory or other personnel with whom the Union may be required to transact business. An HR representative shall be included in the Management names.

#### **3.2 Right to Participate in the Union**

- (a) Both Parties agree to abide by the provisions of the *Ontario Labour Relations Act*.

### **3.3 Union Membership**

- (a) Each Employee employed pursuant to this Agreement on the date of Union Certification, employed subsequent to Union Certification, and each New Employee, as a condition of their employment, shall become and remain a Member of the Union.
- (b) The Employer shall supply the Union, within 30 days of signing of this Agreement, with a list containing current information (to the extent the Employer has it) for each Member of the Bargaining Unit, as follows:
  - (i) Name (i.e. full legal name and commonly used name);
  - (ii) Address;
  - (iii) Telephone numbers (i.e. mobile phone and/or home phone);
  - (iv) Email addresses;
  - (v) Date of hire;
  - (vi) Classification;
  - (vii) Position;
  - (viii) Status (i.e. active or inactive; e.g. due to long-term illness, Leave, or Layoff);
- (c) The Employer shall advise the Union, in writing, of any changes to Employee information no later than two (2) weeks after the Employee has advised the Employer in writing of the change.
- (d) The Employer shall advise the Union, in writing, when an Employee is dismissed, resigns, retires, is promoted to a Management Staff position, or in the event of an Employee's death no later than 10 working days after the event occurs.

### **3.4 New Employees**

- (a) The Employer shall provide the Union, in writing, with New Employee information (as per Article 3.3(b) of this Agreement) at the Employee's time of hire.
- (b) The Employer shall advise New Employees that this Agreement is in effect.
- (c) A Union Representative / Steward shall be allowed 45 minutes with a New Employee to discuss the Agreement and to sign the New Employee into Union membership.

### **3.5 Union Dues**

- (a) Union dues from all Employees shall be paid through automatic payroll deductions at each bi-weekly pay period.
- (b) The Employer will deduct from each Employee's regular pay an amount equal to the regular Union dues in accordance with a dues schedule provided by the Union.

- (c) The dues schedule may be amended by the Union with 1-month notice and the Employer will adjust payroll deductions accordingly on the payday immediately following the notice period.
- (d) The Employer will remit to the Union, no later than the 10th day of each month, all regular Union dues collected during the preceding calendar month
- (e) The Employer will provide the Union with a monthly written statement of the amount of dues remitted to the Union for each Employee.
- (f) The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues, provided that the Union retains the right to make a grievance if it believes that the Employer has not complied with its obligations to collect and remit Union Dues or to provide the monthly statement of dues required by this article.

### **3.6 Time Off for Union Business**

Subject to requests in writing being made not less than ten (10) working days prior to the commencement of each leave of absence, the Employer will grant leave of absence with pay and no loss of seniority or benefits for periods not to exceed, in the aggregate, forty (40) working days per calendar year to permit employees selected by the Union to attend union conferences, seminars and training courses, provided that the requested leave of absence does not have an adverse effect on the Employer's operations. Such leave shall not be unreasonably withheld. The Union will reimburse the Employer for the wages and benefits for the time spent to attend such union conferences, seminars and training courses.

### **3.7 Union-Management Committee**

- (a) The Parties agree to establish a joint Union-Management Committee. The purpose of this committee will be to discuss matters, other than Grievances, relating to the workplace and to work toward an equitable outcome.
- (b) The Union-Management Committee will be comprised of two (2) Management Representatives and two (2) Union Representatives/Stewards as selected by the Union.
- (c) Either Party may bring additional Representatives to meetings when necessary or appropriate provided a request is made to the other Party and permission granted. Such permission shall not be unreasonably withheld.
- (d) The Union-Management Committee will meet at least 4 times per year on a quarterly basis, at a time and location mutually agreeable to both Parties.
- (e) Time spent by Employees in the Union-Management Committee shall be paid.

### **3.8 Union Meetings**

The Union may request use of the Employer's facilities for Bargaining Unit Members to attend meetings using normal room and equipment booking procedures, after business hours. The decision to grant the request shall be at the Employer's sole discretion. Such permission shall not be unreasonably withheld.

### **3.9 Union Bulletin Boards**

The Employer will provide one (1) bulletin board per floor for the sole purpose of posting Union notices, such as, but not limited to, meeting times, health and safety updates, etc., to its members. The Union will provide the Executive Director or their designate with a copy of all notices prior to posting. The bulletin board(s) shall be located to insure it is visible to all bargaining unit employees. All postings will comply with the Employer's ARAO policy.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.1**

The Employer shall retain all of its rights and prerogatives, except to the extent that they have been modified in the Collective Agreement, including the right to:

- (a) maintain order, discipline, efficiency amongst Employees and in connection therewith to establish and enforce standards, rules, regulations, policies and practices, which may be amended from time to time, provided that the foregoing is not inconsistent with the Collective Agreement;
- (b) select, hire, assign duties, schedule, promote, demote, layoff, terminate, recall, and transfer employees, and classify jobs;
- (c) discipline, suspend or discharge;
  - (i) an Employee who has not completed their probationary period with just cause, but may also discharge an Employee who has not completed their probationary period without just cause;
  - (ii) an Employee who has completed their probationary period for just cause, provided that a claim by an Employee who has completed their probationary period that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided;
- (d) determine, in the interest of efficient operation and highest standard of service, the number and qualifications of personnel required, the standard of performance of all Employees, the assignment of working hours, the nature, kind and standard of services to be performed, the programs or projects that the Employer will offer, the programs or projects in respect to which the Employer will submit bids to funders, and the methods, procedures, processes, locations, facilities and equipment to be used in connection therewith;
- (e) have the sole and exclusive jurisdiction over all operations, buildings, records and equipment, except as modified in the Collective Agreement;
- (f) the Employer agrees to exercise its management rights in a fair and reasonable manner, consistent with the terms of this agreement;

- (g) the Employer agrees that the exercise of its rights does not relieve it of its obligations arising out of any other specific provision of this agreement or limit the rights of the Employees arising out of any specific provision of this agreement.

All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and its exclusive right.

#### **4.2**

The Union recognizes the right of the Employer to carry out its duties as required by any funding or contribution agreement with a funding agent and has the responsibility of using those funds in accordance with any such agreements, provided that the Employer will not knowingly enter into any funding or contribution agreement with a funding agent that would require the Employer to act in a manner that would otherwise be a breach of this agreement.

### **ARTICLE 5 – EQUITY / INCLUSION / ANTI-DISCRIMINATION / ANTI-HARRASMENT**

The Employer is committed to Employment Equity and the inclusion of members of designated groups as defined by the Federal Employment Equity Act and members of the 2SLGBTQI+ communities and those with lived experience of migration. It is agreed that, subject to the requirements of the Ontario Human Rights Code and any specific provisions in this Collective Agreement to the contrary, in making decisions regarding hiring and filling vacancies, the Employer may exercise a preference for candidates who have a shared lived experience with the population intended to benefit from the programs on which an Employee will work in a given position, and may also exercise a preference for candidates who are members of racialized or historically disadvantaged groups. Subject to those considerations, the Employer will also have regard to the seniority of the Employees.

The Employer and the Union recognize the dignity and worth of every individual and shall provide equal rights and opportunities without discrimination, harassment, and/or bullying. Furthermore, the Parties will aim to create a climate of understanding and mutual respect for the dignity and worth of every person, so that they feel safe, comfortable, valued, and part of the common workplace.

The Employer, Union and members of the Bargaining Unit agree to abide by the Ontario Human Rights Code, and recognize their responsibilities to maintain a working environment that is free from discrimination, harassment and violence.

### **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES**

#### **6.1 Grievances**

Grievance shall mean any difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement, or any alleged violation of any applicable human rights or labour legislation.

#### **6.2 Complaint**

It is the mutual desire of the parties hereto that complaints shall be addressed as quickly as possible, and it is understood that an Employee has no Grievance until they have given their



immediate Supervisor the opportunity of addressing their complaint. The Employee shall have the right to have a Union Representative/Union Steward if they so request, in which case the Employee shall give advance notice to their Supervisor, who will be able to have another member of management present at the meeting as well.

If an Employee has a complaint, such complaint shall be discussed with their immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred, or ought reasonably to have come to the attention of the Employee. If the immediate Supervisor is the subject of the complaint, an HR Representative will investigate the complaint. If the immediate Supervisor or HR Representative is unable to address the complaint to mutual satisfaction within ten (10) working days, a formal grievance may be filed within ten (10) working days following the immediate Supervisor or HR Representative's decision.

### **6.3 Termination Grievance**

In the event of an Employee who has completed their probationary period being discharged from employment, and the Employee feeling that such discharge was without just cause, the case may be taken up as a grievance at Step Two.

All such grievances shall be filed in writing with the Executive Director within ten (10) working days of the date of the Employee being notified of their discharge, and notwithstanding anything to the contrary in this agreement, the Executive Director will render their decision in writing within a further ten (10) working days (or such longer period as may be mutually agreed upon). Failing settlement, the grievance may be referred to arbitration by the Union in accordance with Step Number 3 of the grievance procedure

The discharge of a probationary Employee shall not be the subject of a grievance as such discharge shall be at the sole discretion of the employer.

The discharge of a Temporary or Contract Employee on the basis that the fixed period of time for which they were hired has expired, or because the leave of absence for which they were hired as a replacement has ended, shall not be the subject of a grievance.

### **6.4 Group Grievance**

The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same. A group grievance shall commence at Step No. 2.

### **6.5 Policy Grievance**

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Collective Agreement may be presented by either party at Step No. 2 as a Policy Grievance within thirty (30) working days after the date when the subject matter of the grievance first arose.

#### **6.5.1 Employer Grievance**

The Employer may institute a grievance (other than a policy grievance) consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any Employee covered by this Agreement), in writing, by forwarding a written statement of said grievance to the

Union Business Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Union Business Representative shall give their decision in writing within ten (10) working days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

**6.6 Grievance and Arbitration Procedure**

- (a) Both Parties shall have the right, at any time, to present Grievances under the procedure outlined in this Agreement.
- (b) The following steps constitute the recognized Grievance procedure under this Agreement:

<p><b><u>Step One:</u></b></p>	<p>A written grievance shall be forwarded to the Associate Executive Director or designate within ten (10) working days of the Supervisor providing their response to a complaint. The grievance, must identify the section or sections of the Agreement or relevant legislation, claimed to be violated, and must provide particulars of the factual allegations said to give rise to the grievance. The grievance must also state the relief requested, and shall be signed by the Employee and/or a Union representative or Union Steward. The Associate Executive Director or designate shall meet with the grievor and the Union Steward or Union Representative to discuss the grievance. The Associate Executive Director or designate will render a decision within ten (10) working days following the meeting.</p> <p>If the answer is unsatisfactory to the grievor, the grievor may then advance the grievance to Step 2.</p>
<p><b><u>Step Two:</u></b></p>	<p>The grievor may, within ten (10) working days of receipt of the Associate Executive Director or designate’s response at Step One, request in writing that the grievance be submitted to the Executive Director for consideration. The Executive Director will meet with the grievor, the Union Steward or the Union's representative within ten (10) working days and will then render a decision in writing no later than ten (10) working days following the meeting.</p> <p>If the answer of the Executive Director is unsatisfactory the Union may within twenty (20) working days of receiving the decision of the Executive Director but not thereafter, request that the grievance be submitted to arbitration.</p>
<p><b><u>Step Three:</u></b></p>	<p>Failing settlement at Step 2, either party, if it wishes to submit the matter to arbitration, must submit within twenty (20) working days of receiving the decision under Step 2. If no written request for arbitration is received by the</p>

	other party within such period, the grievance shall be deemed to have been abandoned.
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### **6.7 Time Limits**

Timelines may be extended only by mutual agreement in writing between the Parties.

### **6.8 Mediation Process**

- (a) The Parties may mutually agree to refer a Grievance to Mediation, which will be confidential and without prejudice.
- (b) The Mediation process will be agreed to in advance of any hearing.

### **6.9 Terms of Arbitration**

- (a) The Arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator for each Grievance.
- (b) The Parties agree to discuss the advisability of selecting an Arbitrator of the Parties' mutual choosing, in accordance with the provisions of this Agreement, before seeking the appointment of an Arbitrator by the Minister of Labour.
- (c) The Party referring the Grievance to Arbitration shall propose, in writing, to the other Party the names of 3 individuals to act as the sole Arbitrator. If the proposed individuals are unacceptable, the other Party shall propose 3 additional names for consideration. In the event that the Parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the *Ontario Labour Relations Act, 1995*, as amended.
- (d) Each of the Parties will bear its own expenses with respect to any Arbitration proceedings, except that the Parties will bear jointly the expenses of the Arbitrator on an equal basis.
- (e) No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance save and except that an arbitrator can engage in a mediation of the grievance at the outset of, or during, the arbitration and will not be disqualified from acting as arbitrator by doing so.
- (f) No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance procedure.
- (g) The Arbitrator will hear and determine the Grievance and their decision will be final and binding on the Parties hereto and the Employees affected.
- (h) The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of this Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of this Agreement.

- (i) In determining any grievance referred to arbitration, the Arbitrator shall have the authority to:
  - (i) affirm the Employer's action and dismiss the grievance, or;
  - (ii) set aside the penalty imposed by the Employer and restore the grievor to his/her former position with or without compensation, or;
  - (iii) vary or alter the penalty imposed by the Employer, or make such other determination as the Arbitrator in his/her discretion may deem just and reasonable;
  - (iv) direct interim reinstatement of a grievor.

### **6.10 Procedural Errors**

In the spirit of this Agreement, it is the intent of the Parties that a Grievance shall not be invalidated due to procedural errors, other than the failure to meet timelines that have not been extended by mutual agreement in writing, provided such errors have no essential bearing on the substance of the Grievance.

### **ARTICLE 7 – NO STRIKES, NO LOCKOUTS**

- (a) The Employer agrees that during the term of this Agreement there will be no lockout as defined by the *Ontario Labour Relations Act, 1995*.
- (b) The Union agrees that during the term of this Agreement there will be no strike as defined by the *Ontario Labour Relations Act, 1995*.

### **ARTICLE 8 – HUMAN RIGHTS AND WORKPLACE HEALTH AND SAFETY**

#### **8.1 General Terms**

- (a) It is the collective responsibility of the Employer, the Union and Employees to ensure compliance with the Occupational Health and Safety Act ("OHS") and the Ontario Human Rights Code (the "Code"), as those Acts may be amended from time to time. While those Acts impose different requirements both procedural and substantively, they also overlap in certain regards, so are dealt with together in this article.
- (b) This Article outlines the Employer and the Union's commitment to ensure a workplace that is free from discrimination and harassment under the Code and the Employer's policies, and free from workplace harassment, workplace sexual harassment and workplace violence as defined in OHS and the Employer's policies and shall act as a guide for Employees in adhering to legal requirements regarding the recognition and prevention of discrimination, harassment, violence, and bullying.
- (c) The Employer and the Union are committed to the principles and provisions of the Code and OHS and to providing a working environment free from discrimination, harassment, violence, or bullying. Both Parties support the principle that all people are to be treated with dignity and respect.

- (d) All matters covered under this Article shall be handled in a reasonable manner with regard to sensitivity and confidentiality by both Parties.

## **8.2 Joint Health and Safety Committee**

- (a) The Employer shall comply with the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.
- (b) A Joint Health and Safety Committee shall be established, comprised of one representative of Management, one member of the Employer's workforce who is not a member of the Bargaining Unit, and 2 Employees who are members of the Bargaining Unit. In addition, the Union can name another member of the Bargaining Unit as an alternate person to sit on this committee in the place of one of the other Bargaining Unit representatives. Notwithstanding the foregoing, the Employer shall have the right to increase its representation on the committee so that 50% of the members of the committee are representatives of the Employer.
- (c) At least one Managerial and one Union Worker representative will participate in certification training. The Employer will be responsible for the costs of training for Managerial representatives, and the Union will be responsible for the costs of training for Union Worker representatives.
- (d) The Joint Health and Safety Committee shall meet at least once every three months, or more frequently if required.
- (e) Time spent by Employees in Health and Safety Committee meetings shall be paid.

## **8.3 Definitions**

In accordance with the Occupational Health and Safety Act:

Workplace Harassment means:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (ii) workplace sexual harassment;

but does not include a reasonable action taken by the Employer or Supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Workplace Sexual Harassment means:

- (i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; and

Workplace Violence means:

- (i) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (ii) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- (iii) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

In accordance with the Ontario Human Rights Code,

Harassment means:

engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome

Sexual Harassment is not a defined term under the Ontario Human Rights Code, but the Code provides that:

“Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her [their] employer or agent of the employer or by another employee,”

And that

“Every person has a right to be free from,

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

Discrimination is not a defined term under the Ontario Human Rights Code. Without limiting the circumstances that may amount to discrimination, it includes

differential treatment of an Employee on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or any other enumerated ground under the *Ontario Human Rights Code*.

This policy is not meant to inhibit free speech nor to inhibit normal social relations or the exercise of Management functions. A reasonable action taken by the Employer or a supervisor

relating to the management and direction of Employees or the workplace is not prohibited by this Collective Agreement.

#### **8.4 Complaint Procedure**

- (a) The Employer and the Union encourage any Employee who feels that they are the victim of discrimination, harassment, workplace violence or bullying to approach the alleged offender and inform them that their behaviour is unacceptable. If the Employee is not comfortable approaching the alleged offender, or if there is a reoccurrence of such behaviour, the Employee should follow the steps set out in the relevant policies of the Employer. In any event, it is advised that a written record be kept by the Employee stating details of each event, including dates, location, and witnesses.
- (b) Certain matters may be governed by the provisions of both the Code and OHSA. In other circumstances, only one of those Acts may apply, but it may be difficult to determine which applies. An Employee in such a circumstance is free to seek the assistance of a Union Representative or Steward if they wish.
- (c) The Employer and the Union urge any Employee who feels that they have been a victim of discrimination, harassment, workplace violence or bullying that cannot be resolved directly with the alleged offender, to contact a member of Management as soon as possible from the date of the incident. The Employer and the Union strongly suggest that if any third party is aware of any situation of discrimination, harassment, workplace violence or bullying, that they bring it forward to a member of Management as soon as possible from the date of the incident. Employees who believe they have been witness to such behaviour should exercise reasonable judgment in determining their consequent course of action, prior to involving themselves in the situation.
- (d) With respect to complaints that relate to a matter to which OHSA applies, the Employer shall maintain formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace harassment, workplace sexual harassment and workplace violence. The policies and procedures will be reviewed, and if appropriate revised, as needed but in any event at least as frequently as required by OHSA. The policies and procedures will address the prevention of workplace harassment, workplace sexual harassment and workplace violence, support to Employees who have faced such situations, and investigation and management of such allegations. These policies and procedures shall be communicated to all Employees.
- (e) With respect to complaints that relate to a matter to which the Code applies, the Employer shall maintain formalized policies and procedures to deal with discrimination and harassment under the Code. The policies and procedures will be reviewed, and if appropriate revised, as needed. The policies and procedures will address the prevention of discrimination and harassment in the workplace, support to Employees who have faced such situations, and investigation and management of such allegations. These policies and procedures shall be communicated to all Employees.
- (f) Management shall investigate and deal with all complaints or incidents of discrimination, workplace violence, workplace harassment and workplace sexual harassment in a fair, respectful and timely manner. The investigation will be proportionate with the matter complained of having regard to all of the relevant circumstances. Information provided

about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action, to respond to any action taken before any court or tribunal in respect to an incident or incidents that were the subject of the investigation, or as otherwise required by law.

- (g) Where an investigation involves a member of the Bargaining Unit, the member will be told that they have the right to a Union Representative.
- (h) Management shall inform the union of the results of any investigations undertaken in relationship to this article where either the complainant or respondent is a member of the Bargaining Unit.

### **8.5 Prevention and Education**

The Employer shall ensure that:

- (i) Each Employee covered by this Agreement receives a copy of this Article;
- (ii) A copy of this Article is prominently posted in the workplace;
- (iii) Managers in authority are trained with respect to their responsibilities under this Article and the Code, in creating and maintaining an environment free from discrimination, harassment, and bullying, and any other conduct prohibited under this Article
- (iv) Each Employee participates in ongoing educational seminars provided by the Employer regarding discrimination, harassment, and bullying related to all prohibited grounds, and is encouraged to help create an environment free from discrimination, harassment, and bullying.

### **8.6 Domestic Violence Leave and Discipline Protection**

- (a) The Employer agrees to recognize that persons sometimes face situations of abuse or violence in their personal life that may affect their attendance or performance at work. For this reason, the Parties agree that, when there is adequate verification from a recognized professional (e.g. doctor, counsellor, or domestic violence shelter management), an Employee who is in an abusive or violent situation will not be subject to discipline if absence can be linked to the abusive or violent situation. An Employee who intends to take leave on this basis will advise the Employer that the Employee will be doing so either prior to taking the leave, or as soon as possible after beginning the leave, including advising the Employer of their intended return date or any changes in their intended return date. If the Employee is taking leave longer than 4 weeks, they will provide at least two (2) weeks of notice of their return date or any changes to their return date.
- (b) Further if issues with work performance can be linked to the abusive or violent domestic situation, the Employer will work with the Employee to implement reasonable accommodation and will be mindful of its obligations under the *Ontario Human Rights Code*, if the employee is suffering any disability linked to the abusive or violent situation.
- (c) The Employer will provide an additional five (5) days of paid leave per year for leave taken relating to an abusive or violent domestic situation, in addition to any such paid leave that is provided by the Employment Standards Act, 2000 as amended from time to



time, or any successor legislation (the “ESA”). The Employer will also provide the employee with the opportunity for a flexible schedule for up to three (3) months provided that a flexible schedule will include permitting hours of work outside of the normally scheduled hours (for example, starting and finishing work earlier or later than normal), permitting the use (at the request of the employee) of other paid leaves, or unpaid time off that may be taken with short notice and in increments of time other than a half-day or a number of days or weeks, but does not provide for any additional paid time off beyond the time that is provided for in this agreement.

(d) All matters will be handled with the utmost sensitivity and confidentiality by both Parties.

### **8.7 Inclusivity**

In this Agreement, use of masculine and feminine pronouns will be replaced by use of the pronoun “they”, which aims to be as inclusive as possible by referencing all Employees in a neutral manner, regardless of their sex and/or gender.

## **ARTICLE 9 – PANDEMIC/EPIDEMIC**

The Employer agrees that it will practise all due diligence and take all reasonable precautions to prevent the spread of an infectious disease that has been declared by a governmental authority to be a pandemic/epidemic in the workplace and to work with the Union to determine reasonable measures that might be implemented.

## **ARTICLE 10 – EMPLOYEE PROTECTION**

### **10.1 Personnel Records**

- (a) The Employer will maintain a file for each Employee which will include documents that pertain directly to their employment only, referred to in this article as the personnel file. The Employer will maintain a separate file for each Employee that will contain all material relevant to the Employee’s application or recruitment for employment at the Employer (the “recruitment file”). The recruitment file and its contents are not part of the Employee’s personnel file for the purposes of this article and this agreement.
- (b) Having provided a written request to the Executive Director at least one (1) week in advance, an Employee shall be entitled to review any evaluations or formal disciplinary notations contained in their personnel file in the presence of a supervisor at a mutually satisfactory time.
- (c) The contents of Personnel Files shall be private and confidential.

### **10.2 Media Depiction**

As OCASI is an organization that provides services that are visible to the public and is involved in advocacy regarding public policy, employment in many positions with OCASI involves public interactions with persons and organizations outside of OCASI such as participation in seminars,

webinars, and conferences. Those public interactions may be recorded so that the content is available for future reference.

Subject to the following, the Employer shall honour any reasonable request from a bargaining unit member to withhold, withdraw or delete or alter any media depiction that will be used by OCASI for external purposes that features the member because the member believes that the media depiction could reasonably be expected to give rise to a threat to their safety so that the member is no longer identifiable. All such requests shall be made in writing.

This article applies only to use of an Employee's depiction by OCASI or a person or organization controlled by OCASI. OCASI does not have any responsibility for the use of an Employee's depiction by any other persons or organizations.

OCASI also does not have any responsibility for the use of an Employee's depiction in any social media posts by third parties that OCASI does not repost.

If an Employee is involved in a webinar, seminar, or conference that is recorded and archived for later reference or use, the Employer can continue to make the recording available to external users without alteration.

If an Employee is involved in online staff meetings, staff training, or Board meetings that are recorded and archived for later reference or use, the Employer can continue to make the recording available to external users without alteration.

If an Employee will be depicted in media used for printed material, their consent will be obtained before it is used, but once the consent is provided for that particular use, it cannot be revoked in respect to that particular use. Notwithstanding the foregoing, the Employer does not have any responsibility for any depiction of the Employee in a group or crowd shot, nor any obligation to obtain the Employee's consent for the use of their depiction in a group or crowd shot, nor to withdraw, delete or alter any depiction of the Employee in a crowd shot.

The Employer does not have any obligation to withdraw, delete, or alter any depiction of an Employee in material that has already been published.

## **ARTICLE 11 – TECHNOLOGICAL CHANGE**

The Employer will provide reasonable notice to all Employees prior to the introduction of any significant technological change, replacement, and/or substitution that affects the terms, conditions, and/or day-to-day work or workload of Employees.

## **ARTICLE 12 – PROFESSIONAL WORKPLACE STANDARDS**

### **12.1 Resources, Materials, and Equipment**

The Employer shall ensure that Employees have access to resources, materials, and equipment that are necessary to properly perform the bona fide requirements and functions of their job while at the Employer's premises or when required by the Employer to work at a remote location, subject to the following.

This article does not require the Employer to provide Employees with any specific resources, materials and equipment nor any specific brand/model of resources, materials and equipment. This article similarly does not require the Employer to provide Employees with any office furniture or space, nor with any additional computer equipment or peripherals. The Employee will be permitted to use their laptop provided by the Employer. As the Employer tries to operate on a paper free basis as much as possible, it will not provide Employees with paper or ink, nor will it reimburse the Employees for same. The Employer will not provide internet access for Employees nor reimburse Employees for same, but will instead provide any documentation necessary for the Employee to be able to deduct related expenses from their income for income tax purposes.

For employees who are required to work from home on a permanent basis, the Employer:

- a) will provide an office chair for the employee to use remotely;
- b) will not purchase desks but will purchase sitting/standing risers for the employee to use in conjunction with whatever work surface they are using when working remotely;
- c) will not provide peripherals or office materials (note that most work can be done electronically and any printing that has to be done if working remotely can be done using a printing service, and they can be reimbursed upon submitting the expense);
- d) will not pay for internet access (as that matter will be dealt with by the issuance of a T2200);
- e) will provide a T2200 for expenses incurred; and
- f) any expenses or requests that are not addressed in this article will be dealt with between the employer and employee on a case by case basis.

### **12.2 Staff Areas**

The Employer shall provide staff areas onsite that are secure, adequate, and functional for the needs and requirements of the Employees to perform their job functions.

### **12.3 Kitchen and Common Areas**

The Employer shall provide kitchen and common areas for the use of Bargaining Unit Members as well as employees that are not part of the Bargaining Unit.

## **ARTICLE 13 – EMPLOYEE RIGHTS**

### **13.1 Just Cause**

No Employee who has completed their probationary period may be disciplined or dismissed except for Just Cause, provided that a Temporary or Contract Employee may be dismissed on the basis that the fixed period of time for which they were hired has expired, or because the leave of absence for which they were hired as a replacement has ended.

### **13.2 Disciplinary Meetings and Documents**

- (a) The Employer shall advise the affected Employees and the Union of any meeting at which discipline may be imposed. The Union may choose to have a Union Representative / Steward accompany the Employee in any meeting at which discipline above the level of a verbal warning may be imposed.
- (b) The Employer shall provide Employees with advance notice of the reason(s) for the meeting that is reasonable under the circumstances. The Union shall be provided with advance notice that is reasonable in the circumstances. If no disciplinary decision is rendered within 10 working days of the meeting, the matter shall be considered abandoned.
- (c) Copies of disciplinary warnings, including letters evidencing verbal warnings, and/or letters will be provided to the Union. If an Employee signs a disciplinary document, their signature will only constitute proof that they received the document.
- (d) An Employee's discipline record shall be cleared after twelve (12) months provided that the cause for the disciplinary action has been satisfactorily rectified within the twelve (12) month period and there has been no other formal discipline within that 12 month period. Notwithstanding the foregoing, if the Employee has received a disciplinary suspension, the suspension (and any related warnings that preceded the suspension) shall not be cleared until after eighteen (18) months have passed without any further disciplinary actions.

### **ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

- (a) The Employer supports lifelong learning and Employees' ongoing professional development. Employees are encouraged to upgrade knowledge or skills in areas which are related to their work at OCASI.
- (b) Any required professional development and/or training mandated by the Employer shall be paid for by the Employer. The Employer will not be required to pay for any such professional development or training for the same employee more than one time, except in extenuating circumstances beyond the Employee's control.
- (c) If professional development or training that is mandated by the Employer is taken during regular working hours, the Employee will be given paid time off during regular working hours to attend the professional development or training. If such professional development or training cannot be taken during regular working hours, the Employer will either provide lieu time to the Employee, or will permit the Employee to work adjusted working hours so that the Employee is able to attend the professional development or training during their work hours. They will not be paid overtime for attending such professional development or training.
- (d) The Employer will endeavour to have a budgeted amount each year for the cost of fees for professional development or training opportunities that are not mandated by the Employer, subject to available funding. The Employer will communicate to the members in June of each year the funding available to Employees for professional development and training that is not mandated by the Employer, but will try to advise the Employees of this information earlier if the Employer's budget for the fiscal year is approved earlier.

Such budgeted amount will be on the basis that each employee – whether or not a member of the Bargaining Unit - is allocated an equal amount from that budgeted amount for professional development or training opportunities that are not mandated by the Employer in that year.

- (e) Employees with at least one (1) year of continuous employment for the Employer can submit a request to the Employer for approval of professional development or training that is not mandated by the Employer. Such requests are considered on a case by case basis, and are subject to fund availability in each fiscal year. Requests will not be unreasonably denied. Factors that may be taken into consideration by the Employer in determining whether to approve a request include, but are not limited to, the operational requirements of the Employer (which includes the impact of the particular request, the cumulative impact of requests made by all employees – whether or not members of the Bargaining Unit - of the Employer in the fiscal year, and whether funding remains available from the amount set out in clause 14(d), above) and the relevance of the proposed professional development or training to the Employee's work for the Employer.
- (f) If a request for professional development or training that is not mandated by the Employer is approved by the Employer, the Employer will reimburse the Employee for the cost of the professional development or training up to the amount allocated for each employee in the amount set out in clause 14(d), above, and conditional upon successful attendance and completion of the program.- If the professional development or training is taken during regular business hours of the Employer, the Employer will provide the Employee with up to 5 paid days off per calendar year for such professional development or training, or will permit the Employee to work adjusted working hours so that the Employee is not required to attend the development or training during their work hours. If the professional development or training is not during regular business hours of the Employer, the Employer will not provide any time off, lieu time, or overtime to the Employee for the professional development or training.

#### **ARTICLE 15 – BARGAINING UNIT WORK**

- (a) Bargaining Unit work shall only be performed by Bargaining Unit Members, except in circumstances beyond the Employer's control (i.e. emergencies) that require a member of Management to perform Bargaining Unit work.
- (b) Work normally and regularly performed by Bargaining Unit Members shall not be contracted out if it will result in the layoff or reduction of hours of Bargaining Unit Members, without the consent of the Bargaining Unit, except that the Employer can hire a temporary worker or retain a consultant to perform such work if a position becomes vacant until the position is filled, or if the vacancy is the result of an Employee in the Bargaining Unit accepting a secondment (but only for the length of the secondment).

## **ARTICLE 16 – PROBATION AND NEW HIRE POLICIES**

- (a) A newly hired Employee shall be on probation for the following duration:
- Full Time: first three (3) months of employment  
Part Time: 455 hours worked
- (b) The probationary period may be extended by mutual agreement of the Employer and the Union by one further period of 3 months for full time employees or a further 455 hours for part time employees. Any Employee affected by this extension will also be notified in writing.
- (c) During the probationary period, the Employee shall have no seniority standing. Upon successful completion of the probationary period, Employees shall be placed on the appropriate Seniority List as of their date of hire.

## **ARTICLE 17 – SENIORITY**

### **17.1 General Terms**

- (a) Seniority for full-time employees shall be calculated on the basis that one year of service equals one year of seniority.
- (b) Seniority for part-time employees shall be calculated on the basis of actual hours worked, with one year of seniority equal to 1,820 hours worked, provided that an Employee who is on an unpaid leave where legislation provides that they continue to accrue seniority, the legislation will govern while that Employee is on such unpaid leave.
- (c) For Employees who are employed in the Bargaining Unit on the date of the ratification of this Agreement, seniority shall be based on continuous service with the employer or its predecessors in a bargaining unit position, calculated on the basis of one year of seniority being equal to 1820 hours worked.
- (d) For Employees who are not employed in the Bargaining Unit on the date of the ratification of this Agreement, Seniority shall begin to accrue on their date of hire with the Employer into a position that is part of the Bargaining Unit.
- (e) Seniority shall continue to accumulate for Employees on an unpaid leave where legislation provides that they continue to accrue seniority, union leave as per Article 3.6, Vacation, and/or Sick Days as outlined in this Agreement.
- (f) All Employees' names will appear on a Seniority List indicating their accumulated seniority, employment status (ie: whether they are full time or part time), date of hire and Classification and will be revised in January of every year and posted on the Union Bulletin Boards. A copy of such List will be given to the Union.

(g) In the event that more than one Employee has the same amount of seniority, their Seniority will be determined by Lot, which will be conducted jointly by the Parties to ensure that the results are random and unbiased.

### **17.2 Loss of Seniority**

An Employee will lose their Seniority and their employment shall be deemed terminated under the following circumstances:

- (i) When the Employer discharges an Employee for Just Cause (or discharges an Employee who has not completed their probationary period for any reason) and they are not reinstated pursuant to the provisions of the Grievance procedure;
- (ii) When the Employer discharges a Temporary or Contract Employee on the basis that the fixed period of time for which they were hired has expired, or because the leave of absence for which they were hired as a replacement has ended;
- (iii) When an Employee voluntarily leaves their employment with the Employer;
- (iv) When the Employer lays an Employee off for a period in excess of their Recall Rights;
- (v) When an Employee fails to advise the Human Resources Manager or their designate eight (8) working days from the date that the Employer has posted a registered letter offering Recall whether the Employee wishes to accept or decline the Recall offer. A registered letter mailed to the last known address of the Employee shall constitute a reasonable effort at Recall on the part of the Employer, provided that if the employee has not responded to the Recall offer within five (5) working days of the Recall offer having been posted by registered mail, the Employer will advise the Union by email that no response has been received yet;
- (vi) When the Employee fails to return to work after layoff within the time provided in the Recall offer. This time limit may be extended by the Employer for justifiable reasons;
- (vii) When an Employee is voluntarily-transferred to a position outside of the Bargaining Unit save that in this instance, their employment with the Employer shall not be deemed to be terminated;
- (viii) When an Employee fails to return to work from an authorized Leave of Absence or vacation on the next scheduled working day following the expiry of the Leave or vacation, without a reasonable explanation;
- (ix) If an Employee gives a false reason to obtain a Leave of Absence or utilizes a Leave of Absence for reasons other than for which it was granted;
- (x) If an Employee takes work elsewhere within the same sector or industry as the Employer or of a nature that is contradictory to the mission of the Employer without previously obtaining permission from the Employer

- (xi) If an Employee is absent from work for more than five (5) consecutive working days without notifying the Employer of such absence or providing a reasonable explanation.

## **ARTICLE 18 – LAYOFF AND RECALL**

### **18.1 Layoff**

(a) When the Employer determines that a Layoff may be required, the Employer will meet with the Union to discuss how such Layoffs might be obviated or alleviated. Those discussions shall include consideration of whether Layoffs can be obviated or alleviated by terminating contracts with consultants. No consultant shall be retained during a layoff in place of a bargaining unit member who would otherwise be laid off where that bargaining unit member has the required qualifications, skill, and ability to perform the work being done by the consultant and who is prepared and willing to perform the work for the remainder of the term of any contract with the consultant. The Union shall have 60 days to propose alternatives to Layoff. No Layoff notices shall be issued to individual Employees during these discussions. Notwithstanding the foregoing, where the layoff is required due to reduction, cancellation or expiration of funding, discussions between the Union and the Employer as to alternatives to Layoff are not required to extend past the date on which the reduction, cancellation or expiration of funding comes into effect, and the Employer can issue layoff notices to individual employees at such time that permits the Employer to provide any notice that is required so that the layoff date corresponds with the date on which the reduction, cancellation or expiration of funding comes into effect, and any required notice period occurs before the layoff date.

(b) In the event of a permanent layoff the Employer agrees to provide the Union and any Employee who is being permanently laid off at least as much advance notice as it is required to give affected employees under the ESA or three (3) weeks' notice, whichever is greater, or it shall give the affected Employees pay in lieu of such notice.

(c) Notice of lay-off shall be in writing with a copy given to the Union on the same day that it is given to the employee.

(d) In the event the Parties are unable to agree on a process or an alternative to the Layoff(s) after the exhaustion of the alternative process described in 18.1 (a), then the Layoff(s) shall occur in the following order:

i) First, notwithstanding anything else in this Collective Agreement, where a layoff is required because the Employer has lost or had a reduction in funding that the funder had designated for a specific position or positions, or a specific program or programs, the Employee(s) in such position(s) or program(s) will be the Employee(s) first laid off;



ii) Next, the Employer shall be permitted to have regard to operational issues such as the programs or projects that it wishes to retain or continue, the required qualifications for employees in those programs or projects, and the skillset(s) needed by the Employer for operational issues, in determining the order of layoff, and for clarity, for programs or positions that work on programs aimed at the 2SLGBTQI+ community it will be a required qualification of such positions that a person self identify as a member of the 2SLGBTQI+ community, for programs or positions that work on matters related to accessibility, it will be a required qualification of such positions that a person self identify as disabled, and for programs or positions that work on matters related to Gender Based Violence, it will be a required qualification of such positions that a person be a woman;

iii) Then, the order of layoff will be determined by seniority, provided that, where it is possible having regard to the criteria set out in clauses i) and ii) above, the Employer will lay off Temporary or Contract Employees before Regular Full Time Employees or Regular Part Time Employees.

(e) Should Employees be required by the Employer to leave before the notice period has expired, they shall be paid for the rest of the notice period.

## **18.2 Recall Rights**

(a) Employees who have been laid off will have a right to Recall to any work assignment that becomes available provided they have the required skills and qualifications. For clarity, for programs or positions that work on programs aimed at the 2SLGBTQI+ community it will be a required qualification of such positions that a person self identify as a member of the 2SLGBTQI+ community, for programs or positions that work on matters related to accessibility, it will be a required qualification of such positions that a person self identify as disabled, and for programs or positions that work on matters related to Gender Based Violence, it will be a required qualification of such positions that a person be a woman. Subject to having the required skills and qualifications, Recall shall be in order of seniority. After an employee has been laid off without being recalled for a period of more than 6 months for an Employee one year of seniority or less and eighteen (18) months for an Employee with more than one year of seniority, their layoff shall be determined to be permanent and they shall have no further recall rights.

(b) Employees will ensure the accuracy of their contact telephone number, email address and address in order for the Employer to contact them for Recall. Employer shall give notice of recall by email and registered mail to the last recorded email address and address of the employee, with a copy of the Recall offer being sent to the Union by email. The Recall offer shall include details of the position being offered. The Employer will attempt to call the employee by telephone once during normal business hours.

(c) Employees shall have eight (8) working days from the date that the Recall offer is posted by registered mail to respond to the Recall offer. If the employee has not responded to the Recall offer within five (5) working days of the Recall offer having been posted by registered mail, the Employer will advise the Union by email that no response has been received yet.

(d) Employees may decline recall to a temporary position without affecting their recall rights.

(e) No New Employees will be hired for positions for which existing Employees on Recall are available and qualified to perform the work until employees on layoff who have recall rights have been given full opportunity of recall in accordance with this Article 18.2. Provided that in determining whether an Employee is qualified to perform the duties of a position, the Employer is only required to have regard to those qualifications of the Employee of which the Employer has actual knowledge.

(f) An employee may elect to waive recall rights and will receive severance entitlement upon notifying the company in writing.

### **18.3 Severance Pay**

The Employer will pay severance pay to Employees with 5 or more years of service as of the time of the start of their layoff, who are laid off and either waive their recall rights or whose recall rights run out, in the amount of 1 week per year of service, to a maximum of 26 weeks. For clarity, the Employee's time of service will not include time on layoff.

## **ARTICLE 19 – JOB VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS**

- (a) Vacancies and new positions expected to last longer than 6 months within the Bargaining Unit that the Employer wishes to fill will be posted internally for a period of 5 business days. The Employer may post vacancies internally and externally concurrently, but internal candidates shall be considered first prior to any consideration of external candidates. The notice posted by the Employer will set out the position and status, as well as a general description and requirements of the vacancy.
- (b) To be considered as an internal candidate an Employee must have successfully completed the probationary period as of the initial date of posting. An Employee who does not meet those criteria will be eligible to apply for a posting only if the position remains vacant after any internal candidates have been considered and will not be given any preferential treatment over other external candidates by virtue of their status as an Employee.
- (c) For vacancies or new positions expected to last less than 6 months, doing Bargaining Unit work that the Employer wishes to fill can be filled by the Employer with a temporary employee or consultant.
- (d) The timelines established by the Employer within which individuals are required to apply for a posted position, and within which they will be interviewed, will not be varied for those on vacation, a leave of absence, or on any other form of leave. An Employee who wishes to apply for vacancies that may arise while on vacation or leave shall notify HR in writing of their interest prior to taking such leave and shall provide an email address that the Employer can rely on to contact them during their vacation or leave. The

Employer shall notify the employee on leave that a job vacancy has been posted by sending them an email with the posting on the same day that the position is posted. The Employee is responsible to apply for the posting within the time set out in the posting. The Employer shall arrange for a remote interview upon request by the Employee, provided that it is the responsibility of the Employee to ensure that they have internet access or access to another means of attending a remote interview.

- (e) In order to be eligible to apply, the Employee must be available to commence work in the vacancy on the date required by the Employer.
- (f) The Employer is not obligated to interview or otherwise consider applications from internal candidates
- a. who do not possess the minimum requirements of the posted vacancy; or
  - b. who have, within the prior twelve (12) month period, successfully bid on a vacancy, except where:
    - the job posted would constitute a promotion for the applicant, and,
    - the prior "successful bid" was more than six (6) months prior to the job posting, in which case the Employer shall consider the applicant along with all other applicants; or
    - project funding is ending for the position currently held by the applicant.
- (g) The Employer shall select the person to fill the vacancy by using the following criteria:
- i) The job posting will advise that OCASI is an employer committed to employment equity considerations. For postings for positions that work on programs aimed at the 2SLGBTQI+ community (including the PSI program), applicants will be invited to advise whether they self identify as a member of that community. For postings for positions that work on matters related to accessibility (including the accessibility program), applicants will be invited to advise whether they self identify as disabled. For postings for positions that work on matters related to Gender Based Violence (including the GBV and NFF programs), applicants will be invited to advise whether they self identify as a woman (which is inclusive of CIS gender women and transgender women) or a non-binary persons}. Postings for such positions will advise that applicants do not have to disclose this information, but that it may be looked to in determining the successful applicant, in order to advance OCASI's commitment to employment equity considerations.
  - ii) Next, the applicants will be assessed to ascertain whether they have the required qualifications of the position (for example, a particular degree or certification, a certain amount of experience, or that they are bilingual if that is a requirement of the position). For programs or positions that work on programs aimed at the 2SLGBTQI+ community (including the PSI program) it will be a required qualification of such positions that a person self identify as a member of the 2SLGBTQI+ community. For programs or positions that work on matters related to accessibility (including the accessibility program), it will be a required qualification of such positions that a person self identify as

disabled. For programs or positions that work on matters related to Gender Based Violence (including the GBV and NFF programs), it will be a required qualification of such positions that a person self identify as a woman (which is inclusive of CIS gender women and transgender women) or a non-binary person. Only those applicants who have the required qualifications of the position will be considered further.

- iii) If there are two or more applicants with relatively equal qualifications then the one among them with the most seniority will be offered the position.
- (h) Where no internal candidate(s) meets the minimum requirements of the job and requirements imposed by the funder(s) for the position, the Employer may consider applications from external candidates. For clarity, for programs or positions that work on programs aimed at the 2SLGBTQI+ community (including the PSI program) it will be a required qualification of such positions that a person self identify as a member of the 2SLGBTQI+ community, for programs or positions that work on matters related to accessibility (including the accessibility program), it will be a required qualification of such positions that a person self identify as disabled, and for programs or positions that work on matters related to Gender Based Violence (including the GBV and NFF programs), it will be a minimum requirement of such positions that a person self identify as a woman (which is inclusive of CIS gender women and transgender women) or a non-binary person.
- (j) An Employee who moves into a position with the Employer that is outside of the Bargaining Unit will not have the right to return to their former position or to any other position in the Bargaining Unit. Further, an Employee who moves into a position with the Employer that is outside of the Bargaining Unit shall lose all seniority.
- (k) Nothing herein shall prevent the Employer from temporarily filling the vacant position during the recruitment or posting period at its discretion, and if the Employer does so, it can so temporarily fill the vacant position with a person who is not a member of the Bargaining Unit, provided that the Employer will use good faith efforts to fill the vacant position within a reasonable time frame.
- (l) New Employees shall not be hired where there are Employees on layoff who have the required education, skills, qualification and other requirements to do the job who are prepared to accept a Recall offer for the vacancy.

## **ARTICLE 20 – EMPLOYMENT EQUITY**

The goal of Employment Equity is to improve the representation of equity seeking groups in the workplace. The Employer and the Union agree that no provision of the Collective Agreement is intended to be an obstacle to employment equity.

The Employer and Union agree, that where it may be necessary to implement initiatives to fill gaps in representation of equity seeking groups in various levels of its workforce which specifically impact promotional opportunities covered by this agreement, the Employer may do so in making hiring decisions notwithstanding anything else in this agreement, subject to

candidates having the qualifications for the positions in question and considering seniority, but will exercise this ability in good faith and will consult with the Union prior to doing so. Further, where the Employer implements this initiative, it will give consideration to the seniority of the candidates, but seniority will not be the determinative factor.

The Union acknowledges and supports initiatives in the workplace to facilitate representation of individuals from equity seeking groups for the purpose of meeting the Employer's employment equity considerations.

## **ARTICLE 21 - INCAPACITATED EMPLOYEES**

In the event that an Employee becomes incapacitated and is unable to continue their job, the Employer will abide by its obligations under the *Ontario Human Rights Code*.

## **ARTICLE 22 – HOURS OF WORK, BREAKS AND OVERTIME**

### **22.1 Hours of Work**

- (a) Employees are generally scheduled to work during OCASI's normal operating hours, from 9:00 a.m. to 5:00 p.m., Monday to Friday, unless
- Flex Time is required for the Employee's job, or
  - requested by Employee's Supervisor to vary the work hours in various circumstances including for out-of-town travels, or
  - requested by the Employee and approved by the Supervisor in exceptional circumstances

provided that the foregoing is intended to define the hours during which an employee will typically be scheduled to work whatever hours they are scheduled to work and is not a guarantee of the number of hours per day, per week or days of work per week, and further provided that the number of hours for which a particular employee will be scheduled will generally be in keeping with the number of hours applicable for their work status, as provided in the definitions set out in Article 2 of this agreement.

### **22.2 Work From Home**

The Employer currently works on a hybrid model, but has temporarily implemented a work from home model that will be in place until June 2023 (subject to being called in as noted below). Employees may request to modify their hybrid schedule on a temporary basis (subject to review every six months) to be able to work from home for the following reasons: caregiving responsibilities, health reasons, appointments, travel distance/length of commute, or such other reasons as the Union and Employer may agree to in any particular case. The Employer will consider all requests on a case-by-case basis and no request shall be unreasonably denied.

Notwithstanding the foregoing, the Employer reserves the right to require Employees to attend the office in-person for regular work duties, meetings, trainings, and workshops, or as otherwise reasonably required for work related duties.

### **22.3 Paid Breaks**

- (a) Employees who are working a full eight (8) hour shift shall be entitled to a one (1) hour (60 minutes) meal period without pay, plus two (2) fifteen (15) minutes rest periods with pay.
- (b) Employees working for less than an eight (8) hour shift shall be entitled to daily breaks as per the ESA.

### **22.4 Overtime**

Employees are generally not expected to perform work exceeding the regularly scheduled hours in a day or week. Prior approval is required from the Employee's Supervisor to work above regularly scheduled working hours.

#### (a) Excess Hours

- An Employee who receives prior written approval from the Supervisor to perform work exceeding their regularly scheduled hours, but not exceeding 44 hours worked in a week, shall be able to accrue the excess hours worked and receive an equivalent amount of time off in Lieu.
- Employees shall be able to bank up to a maximum of their regularly scheduled weekly hours, at any given time.

#### (b) Lieu Time

- Lieu time shall be taken at times that are not disruptive to OCASI's staffing and programming, and approved in advance by the Supervisor. Such requests shall not be unreasonably denied, provided that a denial due to OCASI's operational requirements shall be deemed not to be unreasonable.
- Lieu time must be taken within two (2) months of the Excess Hours being accrued.
- In situations where the Employer is unable to approve an Employee request for Lieu time due to operational reasons within two (2) months of the Lieu having been accrued, the Employer shall extend the time for the Employee to take Lieu time for another two (2) months. If at the end of those additional two (2) months, the Employee has still not requested a time for taking their Lieu Time that has been approved by the Employer, the Employer can schedule the time when the Employee will take the Lieu Time.

#### (c) Overtime

- Advance approval from the Executive Director, or designate, shall be obtained for performing work over 44 work hours in a week.

- Any hours worked over 44 hours in a week will be banked at 1½ times to be taken as lieu time.

### **22.5 Overtime for Out of Town Travel**

As much as possible, travel out-of-town for OCASI business should occur during regular working hours. It is understood that it may not always be possible to arrange out-of-town travel to occur during working hours. Travel time in excess of two (2) hours outside of regular working hours, up to a maximum of 5 hours per trip, can be considered either a Flex Hour (to be taken back within the week), or a Banked Hour of Overtime, if pre-approved.

### **22.6 Overtime for Travel to a location within the City of Toronto**

As much as possible, travel for OCASI business should occur during regular working hours. If an Employee is required to commute from or to their home, to or from a location within the City of Toronto other than the Employer's offices, and that location is such that it will increase the time of the Employee's commute (one way) by more than an hour over their regular one way commute to the Employer's offices, the Employer will vary the Employee's work day so that they start or end their work day earlier or later, as the case may be, by an amount equal to the difference in their regular one way commute to the Employer's offices, so that they are compensated for that extra time without accruing overtime. If the start and end time of the business to which the Employee is travelling is such that the Employee cannot be compensated by starting their day later or ending it earlier, they will be compensated by providing them with lieu time, provided that they have received prior written approval, and provided that the lieu time will be capped at one hour for a one way commute.

This will apply even when the Employee is scheduled to work remotely on the day they are travelling.

## **ARTICLE 23 – WAGES AND ANNUAL INCREASES**

### **23.1 Wages**

Employees will be paid according to the following grid, based on their position and Step level. Employees who do not work a regular work week of 35 hours per week will have their salary pro-rated accordingly.

<u>Position Title</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$	\$	\$	\$	\$	\$	\$
<u>Project Assistant</u>	<u>40,976</u>	<u>42,000</u>	<u>43,050</u>	<u>44,127</u>	<u>45,230</u>	<u>46,361</u>	<u>47,520</u>
<u>Coordinator</u>	<u>51,220</u>	<u>52,501</u>	<u>53,813</u>	<u>55,158</u>	<u>56,537</u>	<u>57,951</u>	<u>59,399</u>
<u>Senior Coordinator</u>	<u>56342</u>	<u>57751</u>	<u>59194</u>	<u>60674</u>	<u>62191</u>	<u>63746</u>	<u>65339</u>
<u>Conference Planner</u>	<u>51,220</u>	<u>52,501</u>	<u>53,813</u>	<u>55,158</u>	<u>56,537</u>	<u>57,951</u>	<u>59,399</u>

### **23.2 General Wage Increase**

In lieu of a general wage increase, the parties agree that Employees will receive a \$500 payment on ratification of this collective agreement, and an additional personal day which has already been reflected in Article 27, below. In addition, the parties agree that the date for salary increases will be revised to an Employee's anniversary date, in accordance with the process outlined in Letter of Understanding # 8.

### **23.3 Payroll and Pay Schedule**

Salary paycheques will be deposited in the employee's bank account every two weeks. Current payroll information shall be made available to individual employees.

Should any error occur in a deposit to the employee's bank account, attributable to the Employer, the Employer agrees to correct the error in the deposit to the Employee's bank account that is made on the next pay date that is at least 14 days after the Employer learns of or is notified of the error.

The Union and Employees agree that if there is an error in a deposit to an Employee's bank account that is in the Employee's favour, then the Employer can correct the error by an adjustment to the deposit to the Employee's bank account that is made on the next pay date that is at least 28 days after the Employee is notified of the error. If the overpayment accrued over a number of pay periods, then the error will be corrected by an adjustment to the deposit for pay made to the Employee's bank account in the amount of the average overpayment, for the same number of pay periods over which the overpayment accrued, unless the Employer and Employee agree to another arrangement in writing, and provided that if the Employee is laid off, or their employment ends or there is a break in their active employment for any reason, the Employer can make an adjustment to their last pay that is equal to the amount then outstanding.



## **23.4 Expenses**

The Employer shall reimburse Employees for pre-authorized and reasonable expenses incurred by them on behalf of the Employer or in the course of Employer business, in accordance with the Employer's Expense Guidelines. Expense claims are subject to audit, and with the exception of claims for mileage and lodging other than hotel accommodations are only reimbursable if accompanied by a receipt.

The Employer will reimburse the most direct and economical mode of travel available, considering all of the circumstances.

### (a) Mode of travel

- within the City of Toronto  
As provided for by the Employer's Travel Policy, as it may be amended from time to time
- To places within a 75 kilometre radius of Metro Toronto
  - Bus or train fares, or car usage
- To places within a 75 – 400 kilometre radius
  - Bus or train fares
  - Car usage will be authorized if costs are less than other methods of travel. Employees must obtain authorization for car usage from their supervisor in advance of travel.
- To places over a 400 kilometre radius
  - Bus, train or airfare
  - Car usage will be authorized if travel by other methods is overly time-consuming or difficult to schedule (e.g. off any direct bus or train routes). Employees must obtain authorization for car usage from their supervisor in advance of travel.

### (b) Kilometre Rate

- reimbursement rate will be maintained at parity with the Treasury Board of Canada Secretariat

### (c) Meals

- a meal allowance up to the following amounts:

Breakfast	\$17.00
Lunch	\$17.00
Dinner	\$41.00

Employees will only be compensated for meals upon the provision of receipts and will not be compensated for any alcohol that is purchased. Employees will be compensated for meals at the current Treasury Board rate (at the tier applicable to the 75 % rate), but shall be no less than the amounts stated above.

### (d) Accommodation

- Hotel accommodation must be cost compared and cost kept to a reasonable level. It is reserved by the Employer and will be paid directly by the Employer

- Other lodging will be subsidized by a daily allowance of \$25 per day.

## **ARTICLE 24 – LEAVES OF ABSENCE**

### **24.1 Ontario Employment Standards Act Leaves**

(a) The Employer agrees to comply with regulations pertaining to Leaves covered under the ESA, which includes (as of the date of this agreement):

- (i) Domestic and Sexual Violence Leave;
- (ii) Pregnancy Leave;
- (iii) Parental Leave;
- (iv) Family Caregiver Leave;
- (v) Family Medical Leave;
- (vi) Critical Illness Leave;
- (vii) Child Death Leave;
- (viii) Crime-Related Child Disappearance Leave;
- (ix) Organ Donor Leave;
- (x) Reservist Leave;
- (xi) Personal Emergency Leave;
- (xii) Family Responsibility Leave;
- (xiii) Declared Emergency Leave.

(a) During the above noted Leaves, the Employer shall continue to pay an Employee's Health Insurance Plan premiums provided the Employee chooses to continue to pay their portion.

### **24.2 Unpaid Leave of Absence**

(a) The Employer, in its sole discretion, may grant an Employee an Unpaid Leave of Absence, provided the absence does not impact upon operational needs.

(b) An Employee who is absent from work due to accident or illness shall be considered to be on approved Leave, subject to the Employer's right to request medical information to substantiate the request for the Leave.

### **24.3 Bereavement Leave**

(a) In the event of the death of a family member, Employees shall be entitled to take up to 5 working days (which need not be consecutive) of paid, job-protected Bereavement Leave per specified family member for any regularly scheduled workdays that immediately follow the day of the family member's death.

(b) Employees may take Bereavement Leave for the following specified family members:

- (i) Spouse of the Employee (includes both married and unmarried couples, of the same or opposite sex and/or gender);

(ii) Parent, step-parent, adoptive parent, foster parent, legal guardian, child, step-child, adopted child, foster child, grandparent, step-grandparent, adopted grandparent, grandchild, step-grandchild, or adopted grandchild of the Employee or the Employee's spouse;

(iii) Brother or sister of the Employee (includes full siblings, half-siblings, step-siblings, adoptive siblings, and foster siblings) or of the Employee's spouse;

(iv) Brother-in-law, step-brother-in-law, sister-in-law, or step-sister-in-law of the Employee or the Employee's spouse;

(v) Son-in-law or daughter-in-law of the Employee or the Employee's spouse;

(vi) Any relative who is dependent on the Employee for care and/or assistance

(vii) Further, Employees are permitted to designate up to 2 additional persons as "chosen family" in respect of whom the Employee will be entitled to Bereavement Leave as though such person was in one of the above categories.

(c) Generally, an Employee will inform the Employer that they will be taking a Bereavement Leave before starting the Leave. If an Employee has to begin the Leave before notifying the Employer, the Employee will inform the Employer as soon as possible after starting it. Notice may be given to the Employer either orally or in writing. If an Employee is unable to notify the Employer in advance, they will inform them in writing as soon as possible after starting it.

(d) In cases where the employee is compelled to travel to attend the death of a relative in excess of 500 kilometres one way from their primary place of residence, the employee will be granted an additional two days leave.

#### **24.4 Family Emergency Leave**

(a) The entitlement to Family Emergency Leave will be restricted to requests regarding the family members listed in Article 24.3 (Bereavement Leave).

(b) A Family Emergency Leave must be a minimum of 4 weeks and shall be no more than 8 weeks. An Employee may make a special request for an extension of up to 4 weeks. Leave taken under this article will be considered part of, and not in addition to, time permitted for any similar leaves under the ESA.

(c) An Employee's request for Family Emergency Leave will be granted at the Employer's discretion and subject to the Employer's operational needs. Limits may be placed, at the Employer's discretion, on the number of Employees in any one department able to take a Family Emergency Leave during any period of time. Permission will not be unreasonably withheld.

(d) The Employer may require Employees taking a Family Emergency Leave to provide medical or other reasonable evidence of the need for such a Leave.

(e) An Employee who has been advanced pay under Family Emergency Leave and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Employer. The Employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such Leave.

(f) Upon application in writing from the Employee to their Direct Manager, a Family Emergency Leave may be granted at the discretion of the Employer for good and sufficient cause. The Direct Manager will respond to the Employee's request within 2 business days.

(g) If a Family Emergency Leave is granted, prior to receiving any payment under Articles 24.4(h) and 24.4(i) below:

(i) An Employee must exhaust all available paid time off in the following order:

- (1) Unused Vacation carried over from the prior year;
- (2) Accumulated "banked" Vacation; and,
- (3) Lieu time that the Employee has accumulated

(ii) An Employee may use Vacation for the current year.

(h) An Employee who has exhausted all available paid time off as outlined in Article 24.4(g)(i) above, and who requires additional time off, will apply for Compassionate Care Benefits available under Employment Insurance (EI). Where an Employee is approved for EI Compassionate Care Benefits:

- (i) The Employer shall advance payment equal to 60% of base pay during the EI waiting period;
- (ii) The Employer will subsequently advance payment equal to the difference between the payments received from EI and 60% of the Employee's base straight-time pay for a maximum of 6 weeks, subject to continued government legislation and approval; and,
- (iii) Upon the Employee's return to work, the Employee's total compensation, including incentive pay, applicable Premium pay, commission, and merit pay, will be reduced by 40% until the amounts advanced under (i) and (ii) above have been fully repaid.

(i) An Employee who has exhausted all other available paid time off under Article 24.4(g)(i) and EI Compassionate Care Benefits under Article 24.4(h) (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Employer for a partial pay advance on compassionate grounds. If approved, the Employee will be advanced payment equal to 60% of the Employee's base straight-time pay. Upon the Employee's return to work, the Employee's total compensation, including incentive pay, applicable Premium pay, commission, and merit pay, will be reduced by 40% until the partial pay advance has been fully repaid.

(j) Nothing outlined above precludes the Employer from granting additional time off, with or without pay, for compassionate reasons.

#### **24.5 Jury Duty Leave**

The Employer shall provide time off with pay to an Employee called for Jury Selection or Jury Duty, and/or subpoenaed as a witness, save for circumstances when the Employee is subpoenaed as a witness by the Union. An employee who is provided with time off under this article shall pay over to the Employer any payment they receive for attending for Jury Selection or Jury Duty, or for attending a proceeding under subpoena.

#### **24.6 Public Office and Union Office Leave**

(a) An Employee with Seniority, elected or appointed to an essentially full-time public office (e.g. Federal, Provincial, or Local office) or Union office, may make written application for an unpaid Public Office Leave or unpaid Union Office Leave for the period of their first term of active service in such office. If Leave is granted, additional Leaves for service in such office may be granted at the option of the Employer upon written application by the Employee.

(b) Any Employee granted such Leave shall be entitled to reinstatement at the then current rate of pay, to such work as they may be entitled on the basis of the Seniority provisions of this Agreement. Seniority rights shall continue to accumulate during the period of such Leave.

(c) The Employee's request for Public Office Leave or Union Office Leave may also include the necessary time to campaign for such office.

#### **ARTICLE 25 – SICK DAY ENTITLEMENT AND PAY**

Regular Full Time Employees are entitled to accumulate 1.50 days per month of paid sick leave (a total of 18 days per year) to a maximum of twenty-four.

Regular Part-time Employees are entitled to 1.50 days of paid sick leave per month calculated on a prorated basis to a maximum of twenty-four.

Temporary or Contract Employees are entitled to 1.50 days of paid sick leave per month, to a maximum of twenty-four, provided that such an employee who does not work a regular work week will be entitled to 1.50 days of paid sick leave per month calculated on a prorated basis to a maximum of twenty-four.

OCASI requires a Doctor's verification notice for absences of three (3) consecutive days or more.

Sick leave only accumulates for Employees when working or on paid vacation. Sick leave does not accumulate during an extended sick leave of more than the maximum entitlement for the position or during an extended leave of absence, provided that sick leave will continue to accumulate while an employee is on a leave if continued accumulation of sick leave is required by law.

Employees are not eligible for compensation of accrued sick time upon leaving the organization.

Sick leave can be used for an ill family member who requires Employee's personal care.

Definition of Family

For this provision, a family member is defined as spouse or common-law partner, child, sibling or parent, grandparent, grandchild, mother-in-law, and father-in-law of the Employee, or any relative who is dependent on the Employee for care and/or assistance, in or outside Canada. A Common-law partner is defined as the individual with whom an Employee has cohabited for one year or would cohabit if in Canada and includes same-sex and/or same-gender relationships. Child is defined as the biological, adopted, foster, or stepchild of the Employee or his/her spouse or partner, or the son-in-law or daughter-in-law of the Employee. A parent is defined as the biological, adopted, or step parent of the Employee. A grandparent is defined as the biological, adopted, or step grand-parent of the Employee. A grandchild is defined as the biological, adopted, or step grandchild of the Employee. A sibling is defined to include full siblings, half-siblings, step-siblings, adoptive siblings, and foster siblings of the Employee or their spouse

Medical Appointments

A total of three (3) sick leave days or 21 hours per year may be used for necessary appointments with doctors, dentists and health care practitioners. These are deducted from accumulated sick leave days.

**ARTICLE 26 – VACATION ENTITLEMENT, PAY, AND SCHEDULING**

**26.1 Vacation Entitlement**

Regular Full Time Employees shall be entitled to take the following paid Vacation in each Vacation Entitlement Year (the Vacation Entitlement Year is determined based on the Employee's anniversary of date of hire). This amount will be prorated for a partial year of employment or for employees who do not work a regular work week of 35 hours per week.

<b>Years of employment</b>	<b># of days per month</b>	<b>Total per entitlement year</b>
First year	1.25 days	15 days
Second year	1.50	18 days
Third year	1.75	21 days

Regular Full Time Employees will begin to accrue paid vacation entitlement upon their hire, but will not be eligible to take any vacation time until after they have been employed for 6 months.

Regular Part Time Employees will not receive paid vacation time, but instead will accrue vacation time at a rate equivalent to full time employees (prorated in accordance with the hours they work) which will be paid to them in each pay period.

Temporary or Contract Employees will not receive paid vacation time, but instead will accrue vacation time as provided for in the ESA and will be paid vacation pay at the appropriate rate as provided for in the ESA, which will be paid to them in each pay period.

Regular Part Time Employees Temporary or Contract Employees will begin to accrue vacation time upon their hire and will be paid vacation pay starting on their hire, but will not be eligible to take any vacation time until after they have been employed for 6 months.

## **26.2 Limits on Vacation Carry-Over**

In accordance with the ESA, vacation credits must be used up (taken back in time) by the end of 10 months following the end of the year in which the vacation credit was accrued, any annual vacation entitlement over 10 days, which at that time has not yet been taken by the Employee, will then be forfeited by the Employee and may not be carried over into a subsequent year.

At the end of 10 months following the end of the year in which the vacation credit was accrued, any annual vacation entitlement under 10 days that has not been taken as time off will carry forward indefinitely until such time as either:

- (a) The Employee voluntarily takes that time off (subject to scheduling approval), or
- (b) The Employee resigns.

If and when an Employee resigns, OCASI will pay out any remaining statutory vacation credits up to 10 days per year that has not been taken in time off but will not pay out any accumulated vacation credits over and above 10 days per year.

Any Employee who has more paid vacation that they would otherwise be entitled to in this agreement shall be red-circled.

## **26.3 Vacation Scheduling**

The vacation period will extend from January 1 to December 31 of each year. A schedule of all vacation requests that are no longer than 3 consecutive days, and that fall during the period from June 1 to September 1, shall be submitted to the Employer by the end of the last full week of March. In addition, any request for more than 3 consecutive days of vacation shall be submitted to the Employer a minimum of 4 weeks in advance of the requested time off.

Vacations shall be granted on the basis of seniority.

No request for vacation shall be unreasonably denied. Approved requests shall be subject to change upon mutual consent of the Employer and Employee.

## **ARTICLE 27 – RECOGNIZED HOLIDAYS**

New Year's Day (January 1st)  
Family Day (3rd Monday of February)  
Good Friday (March or April)  
Victoria Day (Monday preceding May 25th)  
Canada Day (July 1st)  
Civic Holiday (1st Monday of August)  
Labour Day (1st Monday of September)\  
Truth and Reconciliation Day (September 30th)  
Thanksgiving Day (2nd Monday of October)  
December 25th  
December 26<sup>th</sup>

Employees who have completed the probationary period are entitled to three (3) additional personal days. Leave is approved for personal days by the Employee's Manager, in consultation with the Management Team, and taking into consideration the overall staffing of the office.

## **ARTICLE 28– HEALTH INSURANCE PLAN AND BENEFITS**

The Employer shall continue to provide the Employees with the existing benefits as of the date of ratification of this agreement, subject to the same terms and conditions, with no changes unless imposed by the insurer or changes that are made by the United Way to the United Way policy, or as may otherwise be agreed to by the Union and the Employer.

## **ARTICLE 29 – PENSION**

The Employer shall continue to provide the Employees with the existing benefits as of the date of ratification of this agreement, subject to the same terms and conditions, with no changes unless agreed to by the Union and the Employer.

## **ARTICLE 30 - TERM OF AGREEMENT**

(a) The term of this Collective Agreement shall be for **3 years** effective from **July / 20 / 2023** to **July / 10 / 2026** inclusive. The Agreement shall remain in full force and effect during the entirety of this term.

(b) The Agreement may be changed or amended in any way deemed necessary by both Parties upon mutual agreement, in writing, at any time during the term of this Agreement.



(c) The Agreement may be extended beyond its expiry date for any period that is mutually agreed upon by both Parties, in writing, subject to the requirements of the *Ontario Labour Relations Act*.

(d) Either Party may serve notice to bargain **90 days** before the expiry of the Agreement in accordance with the *Ontario Labour Relations Act*.

(e) Upon expiry of the Agreement, all terms, conditions, wages, and benefits shall remain in effect until a new Agreement is reached, or until the Union commences a lawful strike or the Employer commences a lawful lockout.

(e) Upon expiry of this Agreement, all terms, conditions, wages, and benefits shall remain in effect until a new Agreement is reached, or until the Union commences a lawful strike or the Employer commences a lawful lockout.

(f) Retroactivity will apply from the date of expiry until renewal, if applicable.

**IN WITNESS WHEREOF the parties:**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

FOR THE COMPANY

FOR THE UNION

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