

Collective Agreement

Between

Ecology Ottawa

and

Unifor Local 567

May 1, 2022- December 31, 2025

Table of Contents

Article 1: Purpose	3
Article 2: Recognition	3
Article 3: Stewards	3
Article 4: Management Rights	4
Article 5: Employee Categories	4
Article 6: No Discrimination or Harassment	6
Article 7: Union Security, Union Membership, and Union Dues	7
Article 8: Labour-Management Co-Operation	8
Article 9: Committees	9
Article 10: Grievances	10
Article 11: Arbitration	12
Article 12: Discipline	12
Article 13: Seniority	14
Article 14: Probationary Employees	15
Article 15: Hiring Notices and Job Postings	15
Article 16: Termination of Contract	16
Article 17: Hours of Work and Overtime	17
Article 18: Statutory Holidays	18
Article 19: Vacation Leave	18
Article 20: Sick Leave	19
Article 21: Leave of Absence	20
Article 22: Payment of Wages and Allowances	22
Article 23: Mileage Allowance	22
Article 24: Benefits	22
Article 25: Legal Costs	23
Article 26: Health and Safety	23
Article 27: Training - New Methods or Technology	24
Article 28: Copies of the Agreement	24
Article 29: Travel	25
Article 30: Wages	25
Article 31: Duration	26

Article 32: Women's Advocate 26
Signatures..... 27
Memorandum of Agreement: Benefit Plans 28
Memorandum of Agreement: Employee Workplans 29

Article 1: Purpose

1.1 Intent

Ecology Ottawa helps grassroots volunteers build sustainable communities, focusing on direct outreach and volunteer engagement and, to this end, the parties to this agreement desire to cooperate in establishing and maintaining conditions which promote harmonious relations and provide methods for a fair and amicable resolution of disputes which may arise.

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work to provide for an amicable method of settling differences which may arise; and to promote the mutual interest of the Employer and its employees.

1.2 Bargaining Process

The collective bargaining process shall involve two negotiating committees: one to represent the staff and one to represent the Employer.

Article 2: Recognition

2.1 Scope of Bargaining Unit

The Employer recognizes Unifor Local 567 as the exclusive bargaining agent for all its employees at Ecology Ottawa, save and except the Executive Director, any other management position or persons above the rank of manager, and casual employees.

2.2 Recognition of the Local

Officers of the Local shall be recognized by the Employer in discussing any and all matters related to the collective agreement affecting the relationship between the Employer and the employees who are members of the Union and who are affected by this agreement.

Article 3: Stewards

3.1 Permission to Leave

A Steward is an employee who is formally recognized by the union and the employer as a representative of the union in the workplace. The process for the appointment of a Steward is determined by the bylaws of the union. If a Steward must leave work to investigate a complaint or to attend a meeting with management or an employee, they shall obtain permission of their immediate supervisor before leaving work. Such permission will not be unreasonably withheld. When resuming normal duties, the Steward shall report back to their immediate supervisor. In accordance with this understanding, the Steward shall be granted leave with pay for scheduled hours of work to perform these functions.

Article 4: Management Rights

4.1 Exclusive Right to Manage

The Union recognizes and acknowledges the sole and exclusive right of the Employer to manage, direct, control and organize the affairs of Ecology Ottawa. The Employer shall exercise these rights in a fair and reasonable manner. These management rights shall not be used to direct the workforce in a discriminatory manner. The Union acknowledges that Management has the exclusive right to:

- a) Maintain order, discipline and efficiency;
- b) Hire, promote, demote, transfer, layoff, recall and suspend or discharge employees, provided that an employee who claims that they have been reprimanded, suspended, or discharged without just cause, shall have recourse to the grievance procedure. Probationary employees may be discharged without just cause provided that the discharge is not arbitrary, discriminatory or in bad faith.
- c) To make, enforce and alter from time to time, policies, procedures and reasonable rules regarding the operation of the Employer and/or the conduct of employees;
- d) To determine the nature and kind of business to be conducted by the Employer and to assign work and establish the methods of operation, hours of work, schedules of work and all other normal prerogatives of management;
- e) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications and abilities for a job posting or as a consequence of program funding requirements.

Article 5: Employee Categories

5.1 Specific-Term Employees

The Employer and the Union share the objective of providing employment for a specific term and job security to the extent that this is possible. It is understood that all employees within the bargaining unit are funded by time-limited grants and are considered to be specific-term employees, with the exception of employees referred to in Article 5.2. Specific-term employees may not grieve the termination of their contracts at the end of the terms.

Any employee who is hired for a specific term in any twelve-month period at the same or nearly identical job shall be considered to be a specific-term employee with the exception of individuals hired as part of summer job programs or if employment is for three months or less.

The Employer will make every reasonable effort to give employees up to four (4) weeks' notice of whether their specific term employment will be renewed before the end of their contract. When funding for the position is no longer available, the specific term employee will be

provided with notice of termination in accordance with Article 16.

Specific-term employees will only become eligible for enrollment in the benefits plan when hired for three (3) consecutive months or longer.

5.2 Long-Term Employees

Certain positions within the bargaining unit are considered to be for long-term employment and are subject to all provisions of this Agreement. These positions do not have a specific end date of the term. When funding for the position is no longer available, the provisions of Article 16.3 and Article 16.4 will apply.

5.3 Casual Employees

Casual employees hired by Ecology Ottawa are not members of the bargaining unit and are not covered by the conditions and benefits of the collective agreement. The Employer may contract out work to a casual employee if the amount of funding for the work is not enough to warrant work for a forty (40) hour work week and the length of the contract is three (3) months or less.

It is the intent of both parties that bargaining unit work is to be performed by specific term and long-term employees as listed in Article 5. In the event employment of casual employees extends beyond three months at more than 20 hours per week with no break in service, the casual employee will become a member of the bargaining unit.

5.4. Written Notice

The Employer shall provide the Union with written notice of funding it has received to create a specific term position. Such notice shall include a job description outlining the duties of the position.

5.5 No Other Agreements

There shall be no written or verbal agreements between the Employer or its representative and employees of the bargaining unit which conflict with the terms of this Agreement without receiving prior permission from the Union.

5.6 Replacement of Employees

It is agreed that should the Employer need to temporarily replace an employee covered by this Agreement who is absent by reason of vacation, leave of absence or other reasons approved by the Employer, the Employer shall have the right to hire such replacements on terminating contracts. All provisions of this Agreement shall apply to temporary replacement employees except that they may not grieve their termination when such termination is caused by the return to work of the specific term employee.

5.7 Job Security Respecting Contracting Out

Bargaining unit positions shall not be eliminated or reduced in hours by giving the work of bargaining unit jobs to persons whose work (paid or unpaid) is outside of the bargaining unit without giving notice and an explanation for the change to the Union.

The Employer agrees not to transfer or contract out any work or function not covered by this Agreement, except as provided for in Article 5.3.

Casual or specific-term employees shall not be hired for the same or nearly identical job so as to result in the displacement, layoff, or reduction in hours of either specific-term or long-term employees.

Article 6: No Discrimination or Harassment

6.1 No Discrimination

The Employer agrees that there shall be no discrimination or harassment exercised or practiced with respect to any employee or applicant for employment by reason including but not limited to 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 or disability, in accordance with the provisions of the Ontario *Human Rights Code*. In addition, there shall be no discrimination based on union membership or activity or by reason of the exercise of any of the rights contained in this Agreement.

Where the Employer deems it necessary for the operation of Ecology Ottawa that an employee shall have a specified level of competence in French and/or English, such requirement shall be deemed non-discriminatory. Where necessary in a specific job description, a language competency other than French or English can be prioritized.

6.2 Harassment in the Workplace

The *Occupational Health and Safety Act* defines harassment as engaging in a course of vexatious comment or conduct against an employee in a workplace that is known or ought to be known to be unacceptable or unwelcome.

Workplace harassment does not include decisions or actions relating to the employee's employment, including a decision to change the work to be performed or the working conditions, to discipline the employee or to terminate the employee's employment.

Workplace harassment will not be tolerated from any person in the workplace. This includes employees, clients, volunteers, employees of contractors, and any representatives of the Employer, including the Board of Directors and Steering Committee.

6.3 Sexual Harassment

Sexual harassment shall be defined as:

- a) Unwanted attention of a sexually oriented nature; or
- b) Implied or expressed promise of reward for complying with a sexually oriented request; or
- c) Implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- d) Sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

6.4 Gender Harassment

Gender harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual preference, transsexual/transgendered identification or gender.

6.5 Racial/Ethnic Harassment

Racial/ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry.

Article 7: Union Security, Union Membership, and Union Dues

7.1 Union Security

All employees covered by this Agreement will become members of the Union.

There will be no intimidation, discrimination, interference, restraint, coercion, or influence exerted or practiced by either party or by way of their representatives or members because of any employee's membership in the Union or non-union membership or because of the employee's activity or lack of activity in the Union.

7.2 Union Membership

All employees, with the exception of positions that are excluded from the bargaining unit and referred to in Article 2.1, as a requirement of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees except casual employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of, as well as any responsibilities to the Union.

The employees covered by this Agreement shall have the right to refuse to cross picket lines that directly interfere with the performance of their duties. Failure to cross picket lines shall not be grounds for disciplinary action. In these situations, the Employer will provide the employee with an alternate work location.

7.3 New Employees

The Employer agrees to provide an electronic copy of the collective agreement to the employee upon commencement of employment and to provide the employee with the name and contact information of the shop steward.

7.4 Union Dues

The Employer shall deduct from the salary of each employee covered by this Agreement amounts authorized from time to time by the Union such as Union dues and/or assessments. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Secretary/Treasurer of the Union. Such dues and assessments, and a list of employees from which the deductions were made shall be forwarded to the Unifor National Office, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8, not later than the fifteenth (15th) of the month following the month in which the dues and assessments were deducted.

The Union will advise the Employer in writing of any change in their dues structure, with enough notice so that the Employer can amend the employees' payroll deductions or accommodate the wishes of the Union in this regard.

The Employer shall provide to the Union the name, job description, length of contract, and contact information of any new bargaining unit members when hired.

Article 8: Labour-Management Co-Operation

8.1. Management Responsibility

Management responsibility lies solely with the Employer. However, an employee who is a member of the bargaining unit may be placed in a supervisory position over casual, specific-term, or long-term employees. It remains the responsibility of the Employer to hire, discipline or terminate employees in accordance with Article 4.

8.2 Notice to the Union

Where notice or reply to the Union is required to fulfill the obligations of any clause of this collective agreement, such notice shall be sent in writing to the shop steward, with a copy to the President of Unifor Local 567, unifor567pres@gmail.com.

8.3 Notice to the Board

The employer will ensure all Board and Steering Committee members are informed about the Collective Agreement.

Article 9: Committees

9.1 Union Representation

No employee or group of employees shall represent the Union in any meeting with the Employer, without the written authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the local's steward(s) with whom the Employer may transact business arising from this Agreement. The Union shall have the right to have the assistance of Unifor in dealing with grievances, attending collective bargaining meetings, or attending disciplinary meetings, or as required under the *Occupational Health and Safety Act*, on the Employer's premises. Union representatives must provide three (3) working days' written notice to the Employer if they are to attend a collective bargaining meeting or a grievance meeting on the Employer's premises. The Employer shall provide access to the premises for Union Representatives in order to participate in these meetings.

9.2 Bargaining Committee

A union member who has been assigned to represent the union on the Collective Bargaining Committee shall be paid for attendance at bargaining sessions with the Employer, including those held outside regular working hours.

The Employer shall pay up to one (1) employee, who represent the union in the collective bargaining process, their regular pay for time spent preparing for and attending at collective bargaining meetings with the Employer.

The Union and the Employer will advise each other of the names of the members of their respective Bargaining Committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

9.3 Technical Information

The Employer shall make available to the Union, upon request, information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pensions and benefit plans and other technical information and reports required for the purposes of collective bargaining.

Article 10: Grievances

10.1 Definition

A grievance is defined as a claim that there has been a violation, misapplication, or misinterpretation of any article of this collective agreement. Grievances may be filed against the employer by the union, on behalf of employees, or against the union by the employer.

10.2 Grievance Procedure

The Employer recognizes the rights and duties of Union representatives to prepare, present, and be involved in the formal grievance procedure. At any stage of the complaint/grievance procedure or at any other grievance meeting with the Employer, the employee has the right to be accompanied by the Union steward and/or designate. The Employer shall inform the employee of this right, with reasonable notice, prior to any meeting. In order to ensure that complaints of the employees are remedied in a reasonable, just and equitable manner, the Employer and the Union mutually agree that the procedure for submitting and dealing with grievances shall be as follows:

Step One: When an employee believes they may have a grievance, they shall discuss the matter with a representative of the Union (steward, local executive, staff) within ten (10) working days of becoming aware of the matter giving rise to the grievance, in order to compile a written fact sheet of the specific details of the grievance. The Union has ten (10) working days after they become aware, or reasonably ought to have become aware, of the circumstances giving rise to the grievance, to discuss the grievance fact sheet with a representative of the Employer. If the outcome of this meeting does not resolve the matter, the employee may file a formal grievance at Step Two.

Time limits for presenting a grievance related to harassment shall be in accordance with Article 10.3.

Step Two: The formal grievance shall be submitted in writing to the Employer within ten (10) working days following the meeting at Step One. The written grievance shall state the details and nature of the grievance, the article in the collective agreement that has been contravened, and the remedy sought by the Union. Within ten (10) working days of receipt of the formal grievance, a representative of the Employer shall hold a grievance meeting with the Union and the aggrieved employee. The Employer will deliver a decision in writing to the Union within ten (10) working days of the date of the meeting.

Step Three: If the Union is not satisfied with the decision delivered by the Employer they may refer the matter to Arbitration under Section 49 of the Ontario *Labour Relations Act*. The matter must be referred to arbitration within twenty-one (21) working days of the written receipt of the Employer's decision.

If the Union, an employee or a group of employees choose not to grieve a particular situation that they have brought to the attention of the Employer, or withdraw a grievance at any stage, the matter shall be considered to be resolved.

The time limits of this grievance procedure may be extended by mutual agreement of the Union and the Employer.

Where no answer is provided by the Employer within the time limits specified herein, the grievor shall be entitled to proceed to the next step of the grievance procedure.

The Union and its representative shall have the right to originate or proceed with a grievance on behalf of a group of employees (group grievance), or the Union (policy grievance), and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances will be initiated at Step Two.

If the Union, employee, or group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances.

10.3 Harassment Investigation and Harassment Grievances

An employee who alleges she/he has been harassed or who is accused of harassment may submit a written complaint to the Employer. The complaint must include the nature of allegations; the name of the respondent; the relationship between the complainant and the respondent; the date and description of the incident(s) giving rise to the complaint; and, if applicable, the name of any witnesses to the incident(s).

The employee must submit a harassment complaint in writing within three (3) calendar months of the alleged incident.

The employee may file a grievance under the normal grievance procedure. All grievances filed alleging a violation of this article shall be submitted at Step Two of the grievance procedure.

When the Employer becomes aware of an incident of alleged harassment, regardless of whether a grievance is filed or not, the Employer shall document the facts of the incident giving rise to the harassment complaint and shall investigate the matter to determine if it can be resolved between the parties. The employee(s) involved shall be entitled to representation by the Union.

If the matter cannot be resolved between the parties, the Employer and the Union shall appoint an agreed upon neutral third party to investigate the matter and render a decision as to whether harassment occurred. The investigation process shall take no longer than ten (10) working days following the appointment of the investigator. Upon receiving the investigator's report, the Employer shall provide the union with the investigator's report and will then decide what action will be taken.

Both the complainant and the alleged harasser may be offered to work at home during the investigation. If the decision is to continue to separate the parties, the Employer shall ensure that both parties to the complaint suffer no penalty or interference in their employment situation.

10.4 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, is initiated at Step Two under Article 10.2.

10.5 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 10.2.

Article 11: Arbitration

11.1 Selection of Arbitrator

Where a matter is referred to arbitration by the Union or the Employer concerning any grievance, or any other matter arising from the interpretation of the collective agreement, the Union and the Employer shall meet within ten (10) days for the purpose of selecting a single arbitrator. Both the Union and Employer shall suggest up to three (3) arbitrators each to hear the case.

Where the Union and the Employer are unable to agree on a single arbitrator within seven (7) days of conferring for that purpose, either party may request, in writing, to the Ontario Ministry of Labour that they provide a single arbitrator to hear the case.

11.2 Equal Fees

The Parties shall jointly and equally bear the fees and expenses of the arbitrator and the arbitration hearing.

Article 12: Discipline

12.1 Day to Day Communication

It is agreed that communication between the Employer and an employee regarding the execution of the employee's duties as defined by the job description shall not be considered discipline.

12.2 Just Cause

The Employer shall not discipline, suspend, or discharge an employee unless there is just cause. In any grievance against disciplinary action, the burden of proof of just cause lies with the Employer.

12.3 Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below.

Any of the time periods set out in this article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either party.

12.4 Disciplinary Meeting and Letters

Disciplinary action is normally progressive and is based on the frequency and severity of the incidents of improper behavior /performance by the employee giving rise to the discipline. The Employer will review the circumstances giving rise to the discipline as well as any history of discipline documented on the employee's personnel file and shall proceed with applying discipline as follows unless the matter is serious and requires the Employer to commence the disciplinary process with a more severe sanction:

- a) Verbal warning
- b) Written warning
- c) Suspension without pay (one day)
- d) Termination of employment.

12.5 Disciplinary Meeting

At any meeting called by management to issue a letter of warning, disciplinary suspension or discharge, the employee will be notified in writing of the right to have a union representative present. This notice shall be sent to the employee at least twenty-four (24) hours in advance of the meeting.

An employee is entitled, prior to the imposition of discipline or discharge, to be informed at the meeting with the Employer of the reason for considering such an action.

In urgent situations, where the safety of the employee, other employees, management, or clients is at risk and no steward is readily available, the Employer may proceed with discipline. [n such a case, the absence of a steward will not invalidate any disciplinary sanction imposed.

12.6 Notice of Disciplinary Action

The Employer shall notify the employee in writing, with a copy to the Union, of any disciplinary action pertaining to an employee's work performance or misconduct and shall state the reasons for such discipline and the type of disciplinary penalty to be imposed, if any.

12.7 No Discipline for Twelve (12) Months

When an employee has been subject to disciplinary action, this disciplinary action shall not be referred to for purposes of further discipline provided that the employee has been discipline-free for twelve (12) months of work since the issuance of the last disciplinary measure.

Records of written reprimand will be expunged from the employee's personnel records twelve (12) months (of work, excluding time on leave) from the date of the event that led to the imposition of such discipline if there has been no subsequent related disciplinary action. Records

of suspension will be expunged from employee's personnel record one (1) year (of work, excluding time on leave) from the date of the event that led to the imposition of such discipline if there has been no subsequent related disciplinary action.

12.8 Confidentiality

The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the parties directly involved in the investigation and processing of the complaint. It is understood that a disciplinary matter may be discussed with the Steering Committee of Ecology Ottawa.

12.9 Discharge and Suspension

Where an employee is discharged or suspended, the Union may commence the grievance process at Step 2.

Article 13: Seniority

13.1 Definition

Seniority for employees shall be calculated based on the number of hours for which an employee has received pay from the Employer since the last date of hire.

13.2 Accrual During Leave

An employee on maternity/adoption or parental leave under the *Employment Standards Act of Ontario*, on long-term disability leave, in receipt of WSIB benefits, or on leave without pay for union business per Article 21.2.3, for a period of up to twenty-four (24) months, shall continue to accrue seniority during the period of such leave.

13.3 Loss of Seniority

Employees shall lose their seniority and be deemed terminated from the Employer if:

- a) They resign from their employment;
- b) They are discharged by the Employer and that discharge is not overturned by a Board of Arbitration;
- c) In the case of long-term employees, they are laid off and not recalled for a period of three (3) months or their length of seniority, whichever is less;
- d) They fail to report for work within seven (7) days after a layoff, after being notified of recall by registered mail at their last known address;
- e) They are absent from work for more than five (5) days without the approval of the Employer except where approval is not obtained for a valid reason;
- f) They fail to return to work when scheduled upon the completion of any authorized leave of absence, unless the absence is due to a reason that is acceptable to the Employer.

13.4 Probation

An employee on probation will have no seniority rights during that period. After an employee has completed their probationary period, their seniority shall be adjusted to reflect the number of hours for which they received pay from the Employer since the date of hire.

13.5 Records of Seniority

The Employer will maintain a seniority list that will be provided to the union.

Article 14: Probationary Employees

14.1 Probationary Period

Each new employee shall be on probation for a period of three (3) months since the first date of hire. If the employee is rehired in the same or nearly identical job within a period of twenty-four (24) months, the employee shall not have to serve a second probationary period.

Probationary employees shall be entitled to all the benefits of the collective agreement except as specifically noted herein. Probationary employees are not entitled to accumulate seniority until they have successfully completed their probation period.

The probationary period may be extended by written notice from the Executive Director or designate with the consent of the Union.

14.2 Probationary Discipline and Dismissal

A probationary employee may be discharged, with one (1) week's notice or receive one (1) week's pay in lieu of notice, at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article 6, with respect to discharge.

Article 15: Hiring Notices and Job Postings

15.1 Hiring Notices

When a vacancy occurs, hiring notices shall be posted internally for no less than five (5) calendar days. Internal candidates from the bargaining unit will be considered first.

Hiring notices shall contain the qualifications required, duties, date of commencement of employment, and the method of applying for the position.

15.2 Job Postings

The parties recognize that in order to provide the best possible service, selection will be made of the most qualified applicant, based on the applicant's skill, ability, relevant qualifications, education, work performance and experience for the position. Where these factors are relatively

equal amongst the applicants considered for this position, bargaining unit seniority shall govern provided that the successful candidate, if any, is able to perform the work of the position.

15.3 Employee Access to Personnel File

An employee shall have the right, upon providing sufficient notice to the Executive Director, to view his/her personnel file on the premises of Ecology Ottawa in the presence of management.

Article 16: Termination of Contract

16.1 Notice and Recall for Specific Term Employees

Specific-term employees shall be provided with an employment contract that shall specify a commencement date and a termination date. Contracts may be extended based on the availability of funding.

A specific-term employee will be notified in writing of the end of the contract at least four (4) weeks in advance of the end date of the contract. A copy of the letter will also be sent to the Union steward.

The Employer will determine if the notice period will be worked or paid out to the employee.

The specific-term employee shall be eligible for recall for the same or nearly identical position for three (3) months following the termination of the contract.

16.2 Notice, Layoff and Recall for Long-term Employees

Employees who are hired in long-term positions and have their contract terminated, will be provided with a minimum of four (4) weeks' notice, or with notice under the *Employment Standards Act*, whichever is greater. They will also be eligible for recall for any position that becomes available for which they are qualified or can be trained to perform the duties of the position within a two (2) month period.

Long-term employees will be eligible for recall for three (3) months following the termination of their contract.

16.3 Notice of Recall

Employees being recalled for a position shall be notified in writing at least two (2) weeks in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of their intention to return to work within one (1) week of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the employee to keep the Employer informed of their current mailing address.

Article 17: Hours of Work and Overtime

17.1 Hours of Work

Employees who work on a full-time basis, shall be regularly scheduled for forty (40) hours per week. The nature of the work involves working with volunteers on days, evenings, and weekends. The employee is provided with flexibility and responsibility to manage hours of work so that forty (40) hours are worked over a seven (7) day period.

Each employee must report their hours worked, sick leave, vacation leave and time taken for medical appointments, on a monthly basis, in writing to the Office Manager, Managing Director or their designate.

The hours of work for each position will be outlined in the employee's contract and job description and may include the need to work evenings and weekends within forty (40) hours.

The regular workday is eight (8) hours per day, including a half hour (1/2) hour paid meal break.

An employee who is unable to report to work as scheduled for any reason must advise their immediate supervisor at least one (1) hour prior to the commencement of his workday.

17.2 Time Off in Lieu

Time worked in excess of forty (40) hours in a work week shall be compensated as time off in lieu at a rate of 1.5 times the hours worked.

All hours worked above forty (40) hours in a work week, must be approved in advance by the employee's immediate supervisor. In exceptional circumstances, where an employee cannot obtain the approval of his manager, the employee may work up to one (1) hour in excess of the normal weekly hours, without authorization.

The Employer shall not unreasonably deny use of accumulated lieu time by an employee.

An employee may earn a maximum of twenty (20) working days of time off in lieu during one (1) calendar year. Time in lieu must be taken within the fiscal year it is accumulated. It may not be carried over to any other fiscal period. An employee's request to take time in lieu will not be unreasonably denied by the employer. In cases where an employee cannot arrange to take the accumulated compensatory time off because of workload commitments and/or scheduling, the Employer shall either adjust the workload commitments and/or scheduling or pay out the entitlements.

The Parties shall work together to ensure a reasonable and manageable workload that can normally be completed without the need for overtime, except in exceptional circumstances.

Work-related travel outside the City of Ottawa, which occurs outside of normal working hours referred to in Article 17.1, shall be considered working time.

Article 18: Statutory Holidays

18.1 List of Statutory Holidays

Employees shall be entitled to the following statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (August), Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. The employee is entitled to statutory holidays adopted provincially or federally that are not listed above.

18.2 Qualification

An employee who qualifies in accordance with the requirements of the *Employment Standards Act* for the payment of statutory holidays shall receive his/her normal pay for the day.

18.3 Statutory Holidays and Vacation

If the statutory holiday falls within the employee's vacation period, the employee shall, in addition to his/her regular paid vacation, receive an extra day's vacation in lieu of such holiday.

Article 19: Vacation Leave

19.1 Entitlement

Upon hire, full-time employees are entitled to twenty (20) vacation days per calendar year pro-rated at 1.67 days per month, based on working a forty (40) hour work week, to be paid at their regular rate.

Vacation days may be advanced with permission of the Executive Director.

The office will be closed between Christmas and New Year's Day. Employees who work during this period will be given time-in-lieu as per 17.2. Employees who do not work during this period will be paid for the period based on their usual salary.

Upon hire, a part-time employee is entitled to vacation leave that is pro-rated based on the number of hours worked. The total number of vacation days shall not exceed twenty (20) days per calendar year.

19.2 Carry-Over

Annual vacation must be used in the year that it is earned. With the written approval of the Executive Director, one (1) week of vacation leave may be carried over to the next calendar year.

19.3 Vacation Requests

Unless the Employer and the employee mutually agree otherwise, all requests for vacation time shall be submitted to the Employer for approval at least one (1) month in advance for every two (2) weeks taken. Requests for vacation leave will be granted by seniority, otherwise requests will be considered on a first come, first served basis.

19.4 Approval

Vacation leave will be granted based on the Employer's operational requirements and the employee's seniority but will not be unreasonably denied.

19.5 Year of Reference for Entitlement

The year of reference to determine an employee's annual vacation entitlement is the anniversary date of employment.

Article 20: Sick Leave

20.1 Entitlement

Employees are provided with fifteen (15) paid sick days per calendar year. Part-time employees shall earn sick leave days on a pro-rata basis according to their hours of work.

20.2 Employment Insurance

If the employee's requirement for sick leave extends beyond fifteen (15) working days, the employee may apply for Employment Insurance benefits. In this instance, the Employer will pay the employee's usual salary for the waiting period for EI benefits as defined by the *Employment Insurance Act*, SC 1996, c 23.

20.3 Long-Term Disability

When the employee has used his/her EI benefits, he/she may apply for long-term disability.

20.4 Carry-Over

Sick leave days cannot be carried over into the next calendar year and are not cashed out at the conclusion of the employee's contract. Sick days cannot be used for any other purpose than to cover absence for illness.

20.5 Medical Certificate

Sick leave extending for five (5) or more consecutive days requires a certificate from the employee's medical practitioner. Employees are to provide the medical certificate to their immediate supervisor. The Employer will pay the cost of the obtaining the medical certificate, up to a maximum of \$50.00.

An employee may also be required to produce a medical certificate from his treating physician when the Employer has a concern about the employee's high use of sick leave or about the validity of a sick leave claim or when there is concern about the employee's ability to perform the duties of their position due to illness. In these circumstances, the Employer will pay the cost of the obtaining the medical documentation up to a maximum of \$50.00.

Article 21: Leave of Absence

21.1 Requests

Unless stated otherwise, all requests for leave shall be made to the Employer in writing, ten (10) days before the leave begins indicating the time(s) and date(s) being requested.

21.2 Union Business

Any representative of the Union on the Union's Negotiating Team who is employed by the Employer shall have the right to attend negotiating sessions without loss of pay or benefits. Any representative of the Union who is employed by the Employer may leave their employment temporarily to process grievances under this Agreement without loss of pay or benefits.

The Employer acknowledges that employees serving as Officers of Unifor Local 567 may have regular duties to perform on behalf of the Union. Permission for temporary absence to attend to Union duties shall not be unreasonably withheld by the Employer and without loss of pay up to a maximum of five (5) days per year. If necessary, the Employer may request that additional time spent be subtracted from accrued overtime hours or be made up by working an equal number of hours. Such make-up of hours shall not be counted or added to the employee's overtime hours.

Employees have the right to attend Unifor Local 567 Annual General Meetings and other Union-related functions with pay up to two (2) days per year. Requests for time off work to attend union meetings shall not be unreasonably denied.

21.3 Bereavement Leave

An employee shall be granted five (5) working days without loss of salary or wages between the date of the death and the day of the funeral in the case of the death of a parent, spouse, common law spouse, sibling, child including stepchild, grandchild, grandparent, mother-in-law, father-in-law, aunt, uncle, ward, or guardian. Where the burial or equivalent service takes place more than one thousand (1000) kilometers from the place of residence of the employee, an additional two (2) days' leave with pay shall be added to such bereavement leave, upon request by the employee. In exceptional circumstances, additional leave without pay may be granted.

21.4 Maternity, Parental and Adoption Leave

A leave of up to one (1) year for long-term employees or to the end of the contract period for specific-term employees if less than the maximum one year, shall be granted at the request of an employee to care for newborn or adopted children in accordance with the provisions of the

Ontario *Employment Standards Act*. The Employer will pay the employee's usual salary for the waiting period for Employment Insurance benefits as defined by the *Employment Insurance Act*, SC 1996, c 23.

The employee on maternity, parental, or adoption leave shall receive a supplement to their Employment Insurance benefits that will provide them with 80% of their regular wages during the up to one-year leave.

An additional unpaid parental or adoption six-month leave shall be given to long-term employees who request it.

The employee is entitled to remain on the Employer's health plan without change to the Employer's contribution. The employee will accumulate vacation leave credits during this leave and the extended leave if taken.

21.5 Jury Duty

The Employer shall grant a leave of absence to an employee who has received a summons to serve as a juror, plaintiff, defendant, or witness in any legal proceeding. The Employer shall pay the employee the difference between their normal earnings and any payment that the employee receives for jury service or for being a plaintiff, defendant, or witness, excluding payment for travelling, meals and other expenses. The Employee will present proof of service and the amount of pay (if any) received.

21.6 Personal Leave of Absence

Based on operational requirements, an employee may request a personal leave of absence from work without pay or benefits for a maximum of three (3) months. An employee may only request a three (3) month absence every four (4) years. Prior to commencing the leave, the employee must use all accrued compensatory leave.

Employees shall be eligible for such leaves of absence only after two (2) years of service.

In special circumstances, employees with less than two (2) years seniority may request a leave of absence without pay.

As is the case for all extended leaves approved by the Employer, the Employer will endeavor to return the employee to a position on terms no less favorable than those enjoyed prior to such leave, with previous seniority retained at the prevailing rate of pay.

Employees requesting or claiming leaves of absence shall normally give the Employer at least three (3) months' written notice. Such notice must include the commencement date and end date of the leave.

Any employee who is elected to a full-time position with the Union or anybody with which the Union is affiliated, or who seeks election to public office, shall be granted a leave without pay of

up to one (1) calendar year.

21.7 Other Leave with Pay

Employees shall be entitled to a leave of absence with pay for up to five (5) working days per calendar year to care for a sick family member, which includes their spouse, child, parent, or grandparent. or to attend to personal issues or emergencies. In addition, an employee who is caring for a sick family member may apply for unpaid leave under the Employment Insurance Act.

The Employer recognizes that employees may face situations of violence or abuse in their personal or family life that may affect their attendance or performance at work and may require absence from work for a limited period of time. Employees experiencing domestic violence will be able to access other leave with pay to attend medical appointments, legal proceedings and any other necessary activities. Additional leave may be approved in exceptional circumstances.

Article 22: Payment of Wages and Allowances

22.1 Payroll

Employees are paid on a biweekly basis.

22.2 Pay During Vacation

Employees may, upon giving at least seven (7) working days' notice, receive on the last office day preceding the commencement of their annual vacation leave, any pay that may fall during the period of their vacation.

Article 23: Mileage Allowance

Mileage rates paid to employees who use their own automobile for the Employer's business, upon approval by the Employer, shall be as per the current Canada Revenue Agency automobile allowance rates. If an employee does not own a car or does not elect to use a personal car, the Employer will, if necessary, provide transportation appropriate to the occasion.

Article 24: Benefits

24.1 Eligibility

Upon hire, specific-term and long-term employees will be entitled to participate in the group health and welfare benefits, in accordance with terms and conditions of the insurance carrier's policies.

24.2 Long Term Disability

Ecology Ottawa will pay 100% of the cost of premiums except the premiums for Long Term

Disability (LTD) coverage. Employees will be required to pay 100% of LTD premiums, which will be deducted from their wages at the end of each month.

24.3 Changes to Benefits

No change will be made by the Employer to the health coverage carrier or the terms of health coverage for the duration of this contract without the agreement of the Union.

24.4 Hybrid Work Expense Benefit

In recognition of professional expenses arising from hybrid work, the employer shall provide each employee with a hybrid work expense benefit of \$45.00 per month. This benefit will be treated as a taxable benefit to the employee.

Article 25: Legal Costs

25.1 Duty to Represent

If an employee is in need of legal assistance after having participated in sanctioned activities of Ecology Ottawa, the Employer will provide full and adequate legal representation.

Article 26: Health and Safety

26.1 Safety Provisions

The Employer shall make all reasonable provisions for the maintenance of proper standards for health and safety of employees in the workplace. The Employer shall comply with the *Occupational Health and Safety Act* and all related regulations. The Union may, from time to time, bring to the Employer any suggestions regarding improvements in the conditions of work.

26.2 Joint Health and Safety Committee (JHSC)

The Employer and the Union shall establish and maintain a Joint Health and Safety Committee (JHSC) when and as required by the *Occupational Health and Safety Act*. The Employer recognizes the right of the Union to participate in the formation and operation of this Committee. The Committee shall be comprised of members as required by the *Occupational Health and Safety Act* and meetings will be scheduled in accordance with the provisions of the Act or more frequently as required by the parties. Meetings of the Committee shall be held during employees' normal working hours and employees' pay shall be maintained during this time.

26.3 Education and Training

Members of the Joint Occupational Health and Safety Committee will be provided with copies of the Ontario *Occupational Health and Safety Act* and training on workplace policies covered under section 32 of the Act.

26.4 Disclosure of Information

The Employer agrees to provide the Material Safety Data Sheet information for all products used in the workplace to the Union and to the JHSC.

26.5 Employment of Disabled Workers

The Employer supports the accommodation of disabled employees and agrees to respect its obligations under existing human rights legislation.

26.6 Injured Worker

An employee who is injured during working hours and who is required to leave work for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay.

26.7 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the JHSC.

26.8 Right of Removal

If an employee feels his/her safety is being compromised or put at risk by the actions of any clients of the Employer, or any visitors to the premises of the Employer, the employee shall have the right to arrange for the removal of such persons from the workplace.

26.9 Right of Refusal

An employee has the right to refuse hazardous work.

Article 27: Training - New Methods or Technology

27.1 Duty to Train

In the event that the Employer introduces new methods or technology that require new or greater skills than are possessed by an employee, the Employer shall determine the training necessary and will have the training provided at the Employer's expense.

Article 28: Copies of the Agreement

28.1 Duty to Distribute

The Employer shall provide an electronic copy of the Collective Agreement to each employee within thirty (30) working days of the signing of the Agreement.

Article 29: Travel

29.1 Eligibility

Within one (1) month of travel, employees may claim expenses that were approved in advance by the Employer. The claims shall be for expenses that the employee incurred in the course of their duties. The employee shall present receipts for the expenses.

29.2 Economy

The parties agree that travel on Ecology Ottawa business will be accomplished by the most economical means possible. The Employer will compensate employees for an eight-hour workday for each day spent outside the employee's area of residence waiting and/or following Ecology Ottawa business.

29.3 Per Diems

Per diems for travel and meetings outside an employee's area of work shall be provided to the employee in an amount to be decided upon in advance of the travel by the Employer and the employee. The per diem will apply when an employee has accommodation in a hotel or arranges for private accommodation.

29.4 International Travel

Employees who travel to foreign countries may be provided with a travel advance in Canadian dollars. Staff who incur costs in excess of the rate determined between the employee and the Employer in advance of the travel, shall be reimbursed for actual costs.

29.5 Accommodation

The Employer shall provide the cost of hotel accommodation for employees working or traveling outside his/her area of residence on Ecology Ottawa business. Where possible, hotel rates are to be approved by the Executive Director prior to travel.

When an employee on Ecology Ottawa business stays with a friend, the employee may submit an expense claim for \$25.00. Where possible, employees are entitled to individual accommodation and shall not be required to share rooms with other employees, board members or volunteers.

Article 30: Wages

30.1 Cost of Living Adjustment

On January 1 of each year of this collective agreement, unionized employees shall receive COLA (Cost of Living Adjustment) added to their base rate of pay, calculated using the average Consumer Price Index (CPI) percentage increase for Ottawa for the preceding twelve-month period. Employees will be entitled to a minimum two (2) percent increase, even if the applicable CPI

increase is less than two (2) percent, or a maximum four (4) percent increase, even if the applicable CPI increase is more than four (4) percent.

Article 31: Duration

31.1 Term

The term of this collective agreement shall be from May 1, 2022, to December 31, 2025.

Article 32: Women's Advocate

32.1 Recognition of Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit of Local 567 employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

32.2 Access to Women's Advocate


The Employer agrees to provide reasonable access for female employees to contact the Women's Advocate.

32.3 Training


Should an employee wish to become a Women's Advocate the Employer will grant the employee paid leave for the initial 40-hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department. The cost of the training and travel expenses will be paid by Local 567. Leave to participate in training will be considered, based on operational requirements.

Signatures

For Ecology Ottawa:


Katie Gibbs (Mar 22, 2023 16:00 EDT)
Katie Gibbs (Chair, Board of Directors)

For Unifor Local 567:


A. Aucoin (Mar 22, 2023 10:24 EDT)
Alex Aucoin (President & Chief Steward)

Mar 22, 2023

Date

Memorandum of Agreement: Benefit Plans

Memorandum of Agreement

Between

Ecology Ottawa

(the “Employer”)

-and-

Unifor Local 567

(the “Union”)

Re: Increases to Dental and Extended Healthcare Benefit Plan Entitlements

WHEREAS the Union and the Employer recognize that the dental and extended healthcare benefits provided by the plan have become inadequate due to rising service costs;

AND WHEREAS the Union and the Employer wish to ensure that staff receive adequate dental and extended healthcare benefits;

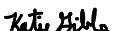
NOW THEREFORE the Union and the Employer agree as follows:

1. The Employer will work with the benefits plan provider to obtain the following entitlements, to be made effective as of the ratification of this agreement:
 - a. Dental: \$2,000 per year for basic services and \$2,000 per year for major restorative services.
 - b. Extended Healthcare: \$1,000 per year per practitioner.

Signatures

For Ecology Ottawa:

For Unifor Local 567:


Katie Gibbs (Mar 22, 2023 16:00 EDT)


A. Aucoin (Mar 22, 2023 10:24 EDT)

Katie Gibbs (Chair, Board of Directors)

Alex Aucoin (President & Chief Steward)

Mar 22, 2023

MEMORANDUM OF AGREEMENT

EMPLOYEE WORKPLANS

1. The Employer will meet with employees individually on a quarterly basis to discuss work plans and to outline upcoming weekend work needs.

Dated this 11th day of August, 2020

For the Employer

For the Union

Kalt Burnett

Jan Malec