

COLLECTIVE AGREEMENT

Between

The Council of Canadians



and

UNIFOR Local 567



January 1, 2023 until December 31, 2025

TABLE OF CONTENTS

ARTICLE 1– PREAMBLE	4
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 - MANAGEMENT RIGHTS	5
ARTICLE 4 - RIGHTS OF THE EMPLOYEE	6
ARTICLE 5 - RECOGNITION.....	6
ARTICLE 6 - UNION SECURITY	7
ARTICLE 7 - DUES DEDUCTION.....	7
ARTICLE 8 - NO DISCRIMINATION / HARASSMENT.....	7
ARTICLE 9 - THE LABOUR MANAGEMENT COMMITTEE (LMC).....	8
ARTICLE 10 - EMPLOYEE COMPLAINT	9
ARTICLE 11 - GRIEVANCE PROCESS	10
ARTICLE 12 - DISCIPLINE AND DISCHARGE.....	12
ARTICLE 13 - JOB SECURITY.....	13
ARTICLE 14 - TECHNOLOGICAL CHANGE AND CHANGE IN METHODS OF OPERATION	14
ARTICLE 15 - WORK OF THE BARGAINING UNIT	15
ARTICLE 16 - POSTING PROCESS FOR BARGAINING UNIT POSITIONS	16
ARTICLE 17 - TERM EMPLOYEES.....	17
ARTICLE 18 - CASUAL WORK.....	18
ARTICLE 19 - SENIORITY.....	18
ARTICLE 20 - PROBATION	19
ARTICLE 21 - ANNUAL REVIEW.....	19
ARTICLE 22 - HOURS OF WORK.....	20
ARTICLE 23 - OVERTIME	20
ARTICLE 24 – PAID HOLIDAYS	21
ARTICLE 25 – VACATIONS	22
ARTICLE 26 - SICK LEAVE	23
ARTICLE 27 - COURT APPEARANCE LEAVE	24
ARTICLE 28 - UNION LEAVE.....	24
ARTICLE 29 - LEAVE FOR PUBLIC DUTY	24
ARTICLE 30 – GENERAL LEAVE.....	25
ARTICLE 31 - BEREAVEMENT LEAVE.....	25
ARTICLE 32 - PERSONAL LEAVE	25
ARTICLE 33 - PREGNANCY & PARENTAL LEAVE	26
ARTICLE 34 - TRANSITION BACK TO WORK FOR EMPLOYEES ON LONG TERM LEAVE.....	27
ARTICLE 35 - LEAVE FOR INCARCERATION.....	27
ARTICLE 36 - DEFERRED SALARY LEAVE.....	28
ARTICLE 37 - JOB DESCRIPTIONS.....	28
ARTICLE 38 - LEGAL COSTS.....	29
ARTICLE 39 – BENEFITS	29
ARTICLE 40 - STAFF TRAINING AND PROFESSIONAL DEVELOPMENT	30
ARTICLE 41 - TRAVEL.....	31
ARTICLE 42 - SEVERANCE.....	32
ARTICLE 43 - PAID EDUCATION FUND	32

ARTICLE 44 - SOCIAL JUSTICE FUND33

ARTICLE 45 - HEALTH AND SAFETY AND WORKING CONDITIONS.....33

ARTICLE 46 - MISCELLANEOUS.....33

ARTICLE 47 - TERMINATION OF AGREEMENT33

ARTICLE 48 – WAGES AND COMPENSATION.....34

SCHEDULE A - JOB CLASSIFICATIONS35

SCHEDULE B - THE COUNCIL OF CANADIANS SALARY GRID FOR 202336

SCHEDULE C - SENIORITY LIST AS OF AUGUST 9, 202337

SCHEDULE D - BENEFITS SUMMARY38

WELLNESS & HEALTH HYBRID SAVINGS ACCOUNT (HSA)39

ANTI-VIOLENCE AND ANTI-HARASSMENT POLICIES.....40

ANTI-HARASSMENT POLICY.....48

STAFF TRAINING POLICY58

LETTER OF UNDERSTANDING62
 RE: Implementation of a New Vacation Year.....62

LETTER OF UNDERSTANDING64
 Re: Hardship Fund.....64

LETTER OF UNDERSTANDING65
 Re: Mental Health65

LETTER OF UNDERSTANDING66
 Re: Indigenous Decolonization and Anti-Racism.....66

LETTER OF UNDERSTANDING67
 Re: Tax Forms67

LETTER OF UNDERSTANDING68
 Re: Remote Work Arrangements68

LETTER OF UNDERSTANDING69
 Re: Pilot Project - Compressed Work Week Nine-Day Fortnight

LETTER OF UNDERSTANDING 70
 Re: Pandemic Responses

ARTICLE 1– PREAMBLE

- 1.1 The purpose of this Agreement is to maintain and improve harmonious relations and settle conditions of employment between the Employer and its employees; to define clearly the rates of pay and conditions of work; to determine the rights and responsibilities of union members and the Employer; to provide an amicable method of settling differences which may from time to time arise; and to promote the mutual interests of the Employer, the supporters of the Council of Canadians, and its employees.
- 1.2 The Council of Canadians is a supporter-based organization which requires the input and work of volunteers. Ultimate control of the policies and priorities of The Council of Canadians rests with the supporters of the organization as determined by decisions of business and general meetings and the duly elected board of directors.

ARTICLE 2 – DEFINITIONS

Bargaining Unit: Members of UNIFOR Local 567, employed by The Council of Canadians.

Casual

Employees: Those employees hired to do similar work to bargaining unit member for no more than three (3) terms of sixty (60) **working days** each time in one calendar year.

Directors: Those individuals contracted outside of the bargaining unit to perform management functions.

Employees: Those individuals included in the bargaining unit under **Article 5 (Recognition)** whether working full or part-time hours.

Employer: The Council of Canadians.

Employer

Representatives

in the workplace: The Directors

Family: Only for the purposes of Articles **31 (Bereavement)** and **32 (Personal Leave)**, Family will be defined as follows: The employee's parents (includes legal guardians, step, grand, in-law, common law in-law), spouse (includes common law as well as same sex partners), child (includes adopted, step, grand) and brother/sister (includes step, half, in-law, common law in-law).

- Parties:** The parties to this Collective Agreement, namely The Council of Canadians and UNIFOR, and its Local 567.
- Part-Time Employees:** Those individuals who are regularly scheduled to work less than thirty-five (35) hours per week. Salary, leaves and benefits are pro-rated for part-time employees.
- Permanent Employee:** An employee who is not hired for a fixed term.
- Professional Development:** Professional Development consists of activities that assist employees to further their career goals including their understanding of the Council's work and related work issues.
- Shop Steward:** The Union's representative or their designate.
- Staff Training:** Staff Training consists of courses, programs or other activities that assist employees to further their work-related skills, as deemed necessary by the Directors, and are the responsibility of the Employer under this Collective Agreement.
- Term employees:** Those **employees** hired for a fixed term, **not to exceed one (1) year except as provided under article 17.1 (Term Employees).**
- Union:** UNIFOR, Local 567.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes the sole and exclusive right of the Employer to manage, direct, control and organize all of its affairs and activities and to set, establish and alter all of the policies of The Council of Canadians including the affairs, activities and policies of all of the subsidiary parts of The Council of Canadians except as provided through this Collective Agreement. The Employer shall exercise their rights in a fair and reasonable manner and shall facilitate staff participation as appropriate as determined by Management in the existent institutional framework. The management rights shall not be used to direct the work force in a discriminatory manner.
- 3.2 The Employer will ensure there are sufficient out of scope personnel to exercise all management functions.

ARTICLE 4 - RIGHTS OF THE EMPLOYEE

- 4.1 An employee has the right to participate in the Annual Meeting of Members of the Council of Canadians if they are a member of the organization in good standing.
- 4.2 The board will recognize a representative from the Union at board meetings and will allow them to speak during the normal course of board discussion to issues that affect the bargaining unit.
- 4.3 Employees will have the right to access, review and photocopy their personnel files within one (1) working day of the request.
- 4.4 The Council of Canadians is an organization that is operated with openness and transparency where employees can participate meaningfully in the strategic vision. Employees shall be invited to participate in the budgeting and operational planning **processes**.
- 4.5 Employees have the right to refuse to cross any picket lines and can refuse to do the work of striking or locked out employees, handle goods or provide or receive services from any Employer where a strike or lock-out is in effect.
- 4.6 Employees shall have the right to participate in political action called for by the Canadian Labour Congress and its affiliates, above and beyond those in which they participate as Council of Canadians staff. Employees shall not suffer loss of wages for a maximum of two (2) days for each such participation to a maximum of six (6) days per calendar year. The Employer shall be notified in writing at least two working days in advance of the employee's participation in such actions. If a significant number of employees are participating in such action, the Union will engage in discussions with the Employer in order to provide sufficient employees to maintain any essential work of the Council.
- 4.7 The Employer and employees will apply the Ethical Purchasing Policy approved by the board of directors in the purchase of goods and services.

ARTICLE 5 - RECOGNITION

- 5.1 The Employer recognizes UNIFOR and its local 567 as the sole and exclusive bargaining agent for all employees of The Council of Canadians whose duties fall within the classifications listed on Schedule A.
- 5.2 Where provided for in the Collective Agreement, notification to the Union will be to the shop steward or their designated representative primarily by e-mail and/or any other means when necessary.
- 5.3 Union Label
All materials produced through the labour of bargaining unit members shall have affixed the identifying mark of the UNIFOR Local representing those members.

ARTICLE 6 - UNION SECURITY

- 6.1 The Employer shall require as a condition of employment that each employee be a member of the Union.
- 6.2 New employees will be given up to forty-five (45) minutes to meet with a representative of the Union for the sole purpose of being familiarized with the Collective Agreement.

ARTICLE 7 - DUES DEDUCTION

- 7.1 The Employer shall deduct from each employee's bi-weekly earnings the Union membership dues to be remitted to the Union no later than the 10th day of each month. The Union shall inform the Employer in writing of the Union membership dues to be deducted.
- 7.2 The Employer shall, at the time of issuing T-4 statements of income for income tax purposes, include the amount paid by each member to the Union for the period covered.

ARTICLE 8 - NO DISCRIMINATION / HARASSMENT

- 8.1 The Employer agrees that there shall be no harassment and/or discrimination in the workplace. The Employer will take all reasonable and practical measures to prevent and protect employees from all acts of harassment and/or discrimination.
- 8.2 Definitions of harassment and/or violence in the workplace, individual responsibilities, procedures and corrective actions are all established in the Anti-harassment and Antiviolence **policies**, issued in collaboration with the **Joint Health and Safety Committee** and in compliance with Ontario's *Occupational Health and Safety Act*. **These policies** will be reviewed at least once each year and after any critical incident in the workplace.
- 8.3 There shall be no discrimination of an employee for reasons including but not limited to gender, age, appearance, sex, race, colour, place of origin, marital or family status, sexual orientation, religious views or affiliation, political belief, criminal record, mental or physical disability, positive Human Immune Deficiency (HIV) status or Acquired Immune Deficiency Syndrome or AIDS related illness, record of offenses, or membership or activity in the Union.
- 8.4 The Employer will make every reasonable effort to accommodate an employee where the Employee has a mental or physical disability, pursuant to the applicable Human Rights Legislation. Such accommodation shall be made in consultation with the employee and the Union. In the case of a non-culpable discharge due to the fact such accommodation is not possible, Article 8.3 will not apply.

- 8.5 Effective January 1, 2018, Domestic or Sexual Violence Leave shall be granted to all employees in accordance with the governing terms and conditions of Ontario Employment Standard Act, as amended from time to time.

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 up to ten (10) days of paid leave to attend medical appointments, legal proceedings, and any other necessary activities. Additional leave may be approved in exceptional circumstances.

ARTICLE 9 - THE LABOUR MANAGEMENT COMMITTEE (LMC)

- 9.1 **The Employer and the Union recognize the value of an effective Labour Management Committee (LMC) to the well-being of the organization.**

9.2 **Composition**

The Employer and the Union shall each appoint at least two (2) representatives but no more than three (3) representatives to the Labour Management Committee.

a) The Union representatives will be shop stewards.

(b) the Employer representatives will be excluded/management staff.

(c) Each Party will endeavor to appoint gender diverse representatives.

9.3 **Additional Participation**

The Union may request that a board member be designated as an additional Employer representative when issues including but not limited to Articles 10.3 (b) (d) (e) are to be discussed. The Employer shall not unreasonably refuse such requests.

By mutual agreement, the LMC may invite additional participants to address or provide expertise on specific issues.

In every case, when the Committee is addressing concerns or issues relating specifically to gender, every effort will be made by both Parties to include gender diverse representatives. This may be in replacement of, or in addition to, the regular representatives to the Committee.

9.4 **Meetings**

The Labour Management Committee shall have scheduled meetings at least six (6) times a year. Additional meetings will be held as required.

9.5 Purpose and Responsibilities

Both the Employer and the Union will enter into all LMC discussions in good faith, and will give all reasonable proposals and request due consideration. The purpose and responsibilities are to:

- A. Promote good working conditions and harmonious relations;**
- B. Review issues that affect the organization as a whole;**
- C. Review new policies;**
- D. Provide a forum for discussions of change of mandate and broad organizational changes of the Council;**
- E. Provide a forum for the discussion of financial matters relating to the Council's expenditures, assets, deficits, and overall financial health, noting that the Employer will provide all relevant financial information in sufficient detail to bring full effect to this Article, (except where the disclosure of such information would violate the Employer's legal or ethical obligations);**
- F. Resolve minor conflicts in the workplace prior to the complaint stage process of a grievance;**
- G. Explore resolution of grievances at Step Two;**
- H. Examine the impact of technological change and changes in methods of operation, including workload issues that may arise in the transition;**
- I. Review other areas of concern which may be referred to it;**
- J. Make recommendations, where appropriate to the Union and/or the Employer with respect to the issues discussed by the committee.**

9.6 RECORDINGS, MINUTES AND AGREEMENTS

The Labour Management Committee will ensure that the meetings of the committee are recorded and that decisions of the committee will be circulated to employees within two (2) weeks of the meeting.

Any-agreement reached through the Labour Management Committee must be written and only comes into force when signed by those persons authorized by each Party.

ARTICLE 10 - EMPLOYEE COMPLAINT

- 10.1** It is the mutual desire of the Parties hereto that complaints of the Employer or the employees shall be resolved as quickly as possible, it being understood that an employee has no grievance until the employee has first given to the director of the employee or a designated grievance officer an opportunity of resolving the problem.
- 10.2** Where an employee believes their rights under the Collective Agreement have been violated, the employee shall request a meeting with an Employer's representative in the workplace to discuss the complaint.

The Employer's representative in the workplace shall have five (5) working days to respond to the request and shall schedule a meeting within five (5) working days of that response. If the complaint is settled the employee may request a written summary. Such summary is to be signed by both Parties to the complaint.

ARTICLE 11 - GRIEVANCE PROCESS

11.1 A grievance shall be defined as any dispute arising out of working conditions covered by the Collective Agreement or the interpretation, application, administration or alleged violation of the Collective Agreement.

11.2 Types of Grievances:

- a. Individual Grievance: A grievance initiated by an individual.
- b. Group Grievance: Where the matter is of concern to **two (2) or more** employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
- c. Policy Grievance: Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular employee. Policy grievances may be submitted at Step Two of the grievance procedure.

11.3 Rights of Employees:

An employee shall be assisted or represented by the Union at any step of the process described in Article 11 (**Grievance Process**). The Employer acknowledges the right of a representative of the Union to be present at all grievance meetings. The Employer shall notify the employee of this right in advance.

11.4 An employee shall be permitted the necessary time off without loss of pay or benefits to be present at any stage in the grievance and arbitration procedure if so requested by either Party. An employee has the right to copies of all documents, or other evidence, on which the Employer intends to rely at any stage of the grievance procedure reasonably in advance of any such stage.

Replies to grievances shall be in writing at all stages. Where a grievance is denied, the reply shall include reasons for denying the grievance.

11.5 Procedure:

Article 10.1(**Employee Complaint**) shall be first complied with, following which the grievance procedure shall be as follows:

11.6 Step One — Formal Grievance

If an issue is not satisfactorily resolved through the complaint process as per Article **10 (Employee Complaint)**, the Union may within ten (10) working days of such a meeting or, in the event that no meeting is held fifteen (15) working days from when the meeting was first requested —submit a grievance, in writing, to a designated grievance officer. If the grievance is against the actions of the designated grievance officer, a Step One grievance will be submitted to a director. Such written grievance shall state the details and nature of the grievance and the provisions of the Collective Agreement violated, as well as the remedy sought.

Except in mutually agreed circumstances a grievance must be filed within twenty (20) working days following the time the employee could reasonably have become aware of the circumstances that are the subject of the grievance. The grievance shall be answered in writing within ten (10) working days of its receipt. Where a grievance is denied, the reply shall include the reasons for denying the grievance.

No representative of the Employer shall discuss the grievance with the employee at this, or any subsequent stage without the consent and presence of the Union.

- 11.7 The requirements of this section do not preclude the Parties from meeting to attempt to settle the grievance before moving the grievance to Step Two. Any settlement to the grievance at this stage shall be summarized in writing and signed by both Parties.

11.8 Step Two

If the grievance is not satisfactorily settled at Step One, the Union may within ten (10) working days after receipt of the decision, or if no decision was received, not later than ten (10) working days after the last day on which they were entitled to receive a decision, submit the grievance along with the Step One decision, if any, to the Joint Consultation Committee. A UNIFOR National Representative is entitled to attend the Step Two Grievance, as one (1) of the three (3) union representatives.

- 11.9 The **Labour Management** Committee shall meet within ten (10) working days of the receipt of the grievance in order to attempt to resolve the grievance. The Employer shall make a decision on the grievance within ten (10) working days from the date of the meeting. The decision of the Employer shall be in writing. Where a grievance is denied the reply shall include reasons for denying the grievance.

- 11.10 A grievance that fails to respect the time limits will be considered abandoned unless otherwise stated in this Agreement.

11.12 Step Three

If the Grievance is not satisfactorily resolved at Step Two, either Party may submit the grievance to arbitration within twenty-five (25) working days. The request shall be in writing addressed to the other party to the Agreement. The Parties shall forthwith appoint a single arbitrator to hear the grievance.

- 11.13 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.14 Compensation of the arbitrator shall be borne equally by both Parties.
- 11.15 The decision of the arbitrator shall be consistent with the terms and provisions of this Agreement.
- 11.16 Proceedings before the arbitrator shall be expedited by the Parties hereto. The decision of the arbitrator shall be final and binding on the Parties to this Agreement.
- 11.17 If both Parties are in agreement to expedite the arbitration process, the arbitrator will be canvassed for the earliest possible date. The Parties shall also request that the arbitrator, where possible, deliver the decision to the Parties at the hearing or otherwise at the earliest possible date.
- 11.18 After an arbitrator has been appointed, but before the arbitration has commenced, the Parties may mutually agree to have an independent, neutral third party mediate a settlement of the grievance and the Parties shall co-share any cost of such mediation.
- 11.19 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits in the matter provided.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.1 The Employer shall not discipline or discharge an employee unless there is just cause.
- 12.2 a) The Employer accepts and gives effect to the principle of progressive discipline.
The steps of progressive discipline shall be (1) written reprimand, (2) suspension(s), and lastly, (3) discharge.
- b) In the workplace, theft, fraud, criminal conduct, violence, harassment, or misconduct of an equally serious nature may result in immediate suspension or discharge.
- 12.3 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with the Employer of the reason for considering such an action. Except in emergency circumstances, when the Employer wishes to impose discipline upon an employee, the employee and the Union shall be notified in writing a minimum of 24 hours in advance that such a meeting is to take place. The employee shall be accompanied at the meeting by a Union representative.

- 12.4 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. The employee shall be accompanied by a Union representative when any such notice is delivered to the employee. The Union will ensure union representation if given four (4) hours' notice by the Employer.
- 12.5 Where an employee is discharged or suspended, the Union may commence the grievance at Step Two of the grievance procedure.
- 12.6 In the event an employee is found to have been unjustly suspended or discharged, they shall be reinstated in their former position with no loss of seniority or wages.
- 12.7 The Parties agree that all meetings under this Article may be held by **video conference**.
- 12.8 Records of written reprimand will be expunged from the employee's personnel records one (1) year from the date of the event that led to the imposition of such discipline if there has been no subsequent related disciplinary action. Except in circumstances referred to in Article 12.2 b) **(Discipline and Discharge)** records of suspension will be expunged from employee's personnel records three (3) years from the date of the event that led to the imposition of such discipline if there has been no subsequent related disciplinary action. Leaves of absence (sick, vacation, in lieu, appointment, etc...) of more than thirty (30) consecutive days will be added to the one-year and three-year period.
- 12.9 The Employer shall, as soon as possible, inform the President of UNIFOR Local 567 when an investigation of an employee has commenced relating to matters covered by Article 12.2 b) **(Discipline and Discharge)**.

ARTICLE 13 - JOB SECURITY

- 13.1 A lay-off is defined as a reduction in the number of employees and shall include a reduction in an employee's regular hours of work.
- 13.2 a) In the event of a major financial crisis, the Employer and the Union shall meet to negotiate any remedial action that will affect bargaining unit members. The Employer shall provide documentation as requested by the Union. There shall be no layoffs during the negotiating process without the agreement of the Union. The period of negotiation shall not extend beyond ten (10) working days.

“Major financial crisis” is defined as when the Council’s projected expenditures exceed income such that the emergency reserve is depleted.”

- b) Except in the above circumstances there shall be no lay-offs during the term of the Collective Agreement.
- 13.3 A laid off employee shall retain the right to bump another employee in accordance with their seniority and qualifications. Should the employee elect not to bump, or not have adequate seniority to do so, they may elect either to remain on the recall list and retain seniority for a twenty-four (24) month period or to receive severance using the formula outlined in Article **42.1 (Severance)**. The employee will notify the Employer of their decision within ten (10) working days of receiving notice of lay-off.
- 13.4 No new employee will be hired to do work of an employee on lay-off if that laid-off employee is qualified as per Article **16.5 (Posting Process)** to perform the work.
- 13.5 Grievances concerning lay-offs shall be initiated at Step Two of the Grievance Procedure.
- 13.6 The operational plan of the Council of Canadians shall be amended to reflect reduced staff numbers. There shall be no increase in workload for remaining employees subsequent to lay-offs.

ARTICLE 14 - TECHNOLOGICAL CHANGE AND CHANGE IN METHODS OF OPERATION

- 14.1 For the purposes of this Collective Agreement, technological change or change in methods of operation includes, but is not limited to:
- the introduction of new equipment or technology (including the choice of equipment, the method or speed of its introduction, and how it is to be used); or
 - the redistribution of work amongst bargaining unit members; or
 - the introduction of new responsibilities into an existing position; or
 - the dissolution of any department or unit or team; or
 - certain positions and/or classifications no longer being required; provided technological change and/or change in methods of operation is of a substantial nature.
- 14.2 **The Employer shall provide the Union with written advance notice of the proposed changes** a minimum of sixty (60) calendar days before the introduction of any technological change or a change in methods of operation which affects the conditions of employment, the Employer shall provide the Union with written advance notice of the proposed changes.

Advance notice shall include:

- the nature of the technological change or change in methods of operation;
 - the date on which the Employer proposes to effect the change;
 - the number, type and location of employees likely to be affected by the change;
 - the effect the change is likely to have on the terms and conditions of employment of the affected employee(s).
- 14.3 Any such change shall be the subject of discussions at the JCC, and all information pertaining to the change shall be forwarded to the bargaining unit representatives on the JCC as soon as it is available.
- 14.4 Where a position is left vacant for a period of three (3) months, this shall be deemed a change in methods of operation as defined in Article **14.1 (technological Change and Change in Operations)** and the Employer shall address and rectify the matter with the Union, including the determination of workload issues for existing employees and the possibility of reclassification under Article **37.1 (Job Descriptions)**.
- 14.5 Where new or greater skills are required than are already possessed by affected employee(s) under the present technology or methods of operation, such employee(s) shall, at the expense of the Employer, be provided with training as per the trial period outlined in Article **20.3 (Probation)**. Training shall be provided during the hours of work, wherever possible. If training occurs outside of working hours it shall be considered time worked.
- 14.6 During the implementation and transitional period as prescribed by technological change and/or change in methods of operation, including any training period, no affected employee(s) shall suffer reduction in earnings and shall maintain their wage level.
- 14.7 No person(s) shall be hired to do the work of the affected employee(s) while the affected employees(s) is undergoing training as per Article **14.5 (Training)**, unless mutually agreed by the Employer and the Bargaining Unit.
- 14.8 Any new jobs created or changes in job classifications and/or job descriptions will be subject to the job evaluation process determined by the Employer.

ARTICLE 15 - WORK OF THE BARGAINING UNIT

- 15.1 Both Parties recognize that the nature and requirements of the work of The Council of Canadians may require the contracting out of some responsibilities, the use of volunteers and the hiring of term employees on a part or full-time basis from time to time. The availability of volunteers will not be used to determine the level of staffing needs.

- 15.2 Any contract not specified in the operational plan must be approved by the Union. Contracting work requiring a specific license or designation not normally done by members of the bargaining unit shall not be considered contracting out.
- 15.3 Subject to Article 16.1 (Work of the Bargaining Unit), work of the bargaining unit will be done by the bargaining unit, except in case of emergencies. There will be no displacement, discharge or layoff of employees through the sectioning off, or piecing out of duties and responsibilities outlined in an employee's job description to volunteers, the Employer's representatives in the workplace, or as a result of contracting-out or hiring term or casual employees.
- 15.4 No employee shall be required to make a written or verbal agreement with the Employer, which may conflict with the terms of this Collective Agreement.

ARTICLE 16 - POSTING PROCESS FOR BARGAINING UNIT POSITIONS

- 16.1 Any hiring committee will be constituted in such a manner that **at least one (1)** bargaining unit member will be on the hiring committee with preference being given to someone from the relevant team.
- 16.2 **Unless agreed to by the Union, and excluding casuals, positions will not be posted externally until the internal posting process is complete and any applications of current union members have been fully processed.**
- 16.3 All vacant bargaining unit positions will be posted internally for five (5) working days. The Employer will **send the posting to all employees by email. In addition, the Employer will make a reasonable effort to notify all employees who are on an extended leave that is anticipated to exceed the posting period (e.g. sick leave or other extended absence) by personal email and text message. Job postings shall contain the following: nature of the position, qualifications, required education and knowledge, skills, wage and any other hiring criteria as determined by the Employer. A cop of the posting will be provided to the Union.**
- 16.4 All job postings shall state **the Council's equity statement as written in the hiring policy** and shall state that the position is unionized.
- 16.5 Members of the bargaining unit shall be considered first for all posted positions. Where any employee applies for any given position, the Employer shall assess the qualifications of the applicant(s) for the position.

Assessment of qualifications shall be based on:

1. The job posting and job description;
2. The employee's resume at the time of application, including education and experience;
3. Interviews, testing, and/or other reasonable measures for the assessing of qualifications;
4. Any other information that the employee wishes to provide.

- 16.6 **Seniority will be considered as a tie-break between two or more equally qualified candidates.** No applicant will be rejected from any posting without reasonable cause.
- 16.7 The applicant shall be deemed hired upon the decision of the Executive Director or their designate.
- 16.8 When only one (1) qualified applicant applies for an internally posted position, the Employer may elect to dispense with the interview and hire the applicant.
- 16.9 If no internal applicant has the qualifications or ability to perform the work the position will be posted externally.

ARTICLE 17 - TERM EMPLOYEES

- 17.1 The duration of a term position will not exceed one (1) year except to replace employees on leave of absence or on redeployment to another position for a period that exceeds one (1) year.
- 17.2 **Work of sixty (60) consecutive days or more must be posted as a term position.**
- 17.3 Term Employees hired to terms up to one (1) year shall enjoy the provisions of this Collective Agreement with the exception of **Articles 28 (Union Leave), 310 (General Leave) and 40 (Staff Training and Professional Development Leaves).** Term employees will enjoy the benefits of **Article 13 (Job Security) and Article 42 (Severance) only if laid off prior to the expiry of their term.**
- 17.4 Term employees hired to terms of more than one (1) year shall enjoy the provisions of this Collective Agreement.
- 17.5 Term employees shall retain seniority accrued from previous service if the break in employment is less than six (6) months.
- 17.6 Term employees shall be entitled to pro-rated leave under Articles 25 (**Vacations**), and 32 (**Personal Leave**). They will receive all other benefits unless otherwise noted in this Agreement.
- 17.7 In the event that an employee on long-term leave elects to return to work prior to the scheduled end of the leave, a term employee filling the returning employee's position will receive a minimum of three (3) weeks' notice of the end of their assignment.
- 17.8 Part-time employees shall be eligible for the same staff development funds as full-time employees.
- 17.9 In the event that a term employee becomes a regular employee an anniversary date shall be fixed so as to recognize the period served as a term employee as per **Article 17.4 (Term Employees).**

ARTICLE 18 - CASUAL WORK

- 18.1 For the purposes of assigning casual work the Employer will create a casual list. The number of casual employees on the list shall be at the Employer's discretion and need not be hired through the posting procedure. Casual work will be assigned on the basis of seniority. The probationary period for a casual employee shall be six (6) calendar months.
- 18.2 Provided sufficient work is offered, casual employees who do not work a minimum of ten (10) days per twelve (12) month period may have their employment relationship terminated.
- 18.3 A casual employee who is hired to do similar work for more than three (3) terms of sixty (60) days worked each time in one (1) calendar year will become a term employee.
- 18.4 Casual employees cannot be considered internal candidates. If a posting is published during their contract they have to apply as an external candidate.

ARTICLE 19 - SENIORITY

- 19.1 Seniority for full-time employees will be measured in days using the calculation of regular hours of paid work divided by seven (7).

Seniority for permanent part-time employees will be measured in days using the calculation of regular hours of paid work divided by seven (7), plus a percentage bonus that is applied continuously throughout employment. In the first and second year of employment the part-time seniority bonus applied shall be ten percent (10%). In the third and fourth years of employment the bonus applied shall be fifteen percent (15%). In the fifth and all subsequent years of employment, the bonus applied shall be twenty percent (20%).

In no case will this formula for part-time workers result in more than five (5) days seniority per week.

- 19.2 For all employees time on authorized unpaid leave shall be considered equivalent to paid time for the purposes of determining seniority. For greater clarity, overtime work shall not be included in determining seniority. Seniority shall determine, within the bargaining unit, priority for, layoff and recall, vacation scheduling and other rights or benefits to which seniority applies in this Agreement. **For internal hiring processes for vacant and new positions, seniority will be applied as a tie-break between two (2) or more equally qualified candidates. Qualification will be assessed based on the process laid out on Article 16.5 (Posting Process).**
- 19.3 Seniority shall terminate when the employee voluntarily resigns, retires, when term employment ends and there is a break in employment of six (6) months or more, or is discharged and not reinstated through the grievance procedure or arbitration. Seniority shall also terminate where an employee fails to return from an authorized leave of absence without sufficient explanation, or fails to return to work from layoff within seven (7) working days of a recall notice.

- 19.4 In the event of a lay-off the Employer shall lay off employees in reverse order of seniority providing that the remaining employees have the qualifications and ability to perform the work available.
- 19.5 Employees shall be recalled in reverse order providing they have the qualifications and ability to perform the work available.
- 19.6 A seniority list shall be appended to the Collective Agreement. The Employer shall circulate an up-to-date seniority list on January 1 and July 1 of each year.

ARTICLE 20 - PROBATION

- 20.1 All new employees, with the exception of casual employees, shall be considered probationary for four (4) calendar months from hiring unless the probation is extended as per end of probation review (21.2). A probation may only be extended one (1) time and for no longer than two (2) months.
- 20.2 All members of the bargaining unit will receive an end of probation review prior to the end of the probationary period.
- 20.3 Where an employee appointed to a position is a member of the bargaining unit, they shall serve a trial period of ninety (90) calendar days. During the trial period, the employee may elect to return to their former position. During the trial period, the employee shall receive the training and orientation needed for the position. Where problems are identified or areas of improvement needed, the employee will be provided an opportunity to improve their performance, through an extended trial period if the Parties agree. In the event the employee proves unsatisfactory in the position during the trial period, or is unable to perform the duties of the position, they will be returned to the former position.
- 20.4 In the event an employee returns to their former position, as described in 20.3 **(Probation)**, any members of the bargaining unit hired to fill subsequent vacancies shall be returned to their former positions. Any external applicant hired to fill a subsequent vacancy may be dismissed. In the event an employee returns to their former position, as described in 21.3, the Employer may fill the position with other candidates recommended by the interview committee.

ARTICLE 21 - ANNUAL REVIEW

- 21.1 All employees will continue to be subject to an annual review process in order to provide the Employer and the employees with an opportunity to review workload, job performance and other issues. The Employer and the employees shall be given the opportunity to provide constructive feedback on what either party can do to facilitate the meeting of goals and enhancing performance.
- 21.2 Any employee who so desires is entitled to have a representative of the Union attend their review.

- 21.3 Because the Employer recognizes the Union as the sole bargaining agent, no negotiations over salary, job descriptions or other matters covered in this Collective Agreement shall be held during yearly reviews.
- 21.4 At the time of the annual review, employees will be requested to verify their leave and attendance records by signature.
- 21.5 All annual reviews shall take place between January 2 and March 31 of each year **and cover the previous calendar year from January 1st to December 31st**. In the case where an employee is on leave during that time, their annual review shall take place within two (2) months after their return from leave.
- 21.6 The director and the employee shall sign the annual review and a copy of the evaluation will be maintained in the employee's personnel file in Human Resources. The employee's signature does not necessarily indicate concurrence with the annual review. **Employees** shall have the right to add comments to the annual review report and their comments will also be maintained in the employee's personnel file. An employee who fails to sign the annual review within twenty (20) working days of receiving it from the director will be deemed to have concurred with the assessment.
- 21.7 If an employee's annual review as outlined in the policy for Annual Reviews does not occur by March 31 or, within two (2) months after their return from leave, an overall assessment of "Exceeds Requirements" will be assigned, except where there has been a change in supervisor or where the assessment period is less than six (6) months.

ARTICLE 22 - HOURS OF WORK

- 22.1 The full-time work week of employees (without meal breaks) shall consist of thirty-five (35) hours per week comprised of five (5) seven (7) hour days. It is understood that operational requirements **or individual circumstances** may necessitate different core working hours for certain employees.
- 22.2 Changes to work time to accommodate operational requirements can be approved by the Employer's representative.
- 22.3 **Employees will get five (5) Fridays off over the summer between June and August, with the schedule to be determined by the Labour Management Committee (LMC) by March 1 of each calendar year.**

ARTICLE 23 - OVERTIME

- 23.1 When the Employer requires an employee to work overtime, i.e. all authorized hours of work in excess of thirty-five (35) hours, the following apply:

- a) hours over thirty-five (35) but less than forty (40) will be scheduled as flex time in consultation with the director, to be agreed within two (2) weeks and taken within one (1) calendar month of time worked. This flex time will be self-directed within parameters established in advance with the director, and subject to reporting.
- b) Hours forty (40) or more will be accrued as flex time per (a) above, or banked as overtime. In either case the calculation will be compensated at 1 1/2 times.
- c) overtime shall be assigned in advance, but where this is not possible, employees shall notify the Employer by the next working day and in no case will an employee work beyond the maximum weekly hours specified in employment standards legislation of the province in which their position is located;
- d) when overtime is assigned, the employee will indicate if they choose to take in-lieu time instead of overtime payment. Banked in-lieu time will normally be scheduled within three (3) months after it being banked. However, if the employee agrees electronically or in writing, it can be taken within twelve (12) months. In any case, there shall be consultation between the Employer and employee to seek a mutually agreeable time. At any time, the employee can decide to be paid out for banked in-lieu time in the following pay period. All banked lieu time will also be paid if not taken within twelve (12) months of being earned;
- e) when overtime requires work past 7:00 p.m., the Employer shall ensure that any employee in need of transportation will be reimbursed for the costs of travel from office to home upon submission of an official receipt;
- f) upon termination of employment, any outstanding overtime shall be paid at the earned rate to the employee in a lump-sum payment;
- g) commuting time for the purpose of participating in staff training activities within the city where the employee works or lives will not be considered as overtime.

23.2 Where an employee is required to work outside of their regular workplace and beyond nine (9) hours in one (1) day, the employee is entitled to receive a fifteen-dollar (\$15.00) payment in lieu of meals. This shall not apply where the employee is on travel status and covered by Article 41 (**Travel**).

ARTICLE 24 – PAID HOLIDAYS

24.1 a) The Employer recognizes the following statutory holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, August Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. When any of these days falls on a weekend, the following regular workday shall be

designated as the paid holiday. For a part-time employee who does not work every day, when the holidays falls on a non-scheduled day, the following scheduled day shall be designated as the paid holiday, unless operational requirements necessitate an alternate date and prior approval is obtained from **their** immediate supervisor. The alternate date has to be taken within ten (10) working days.

- b) Employees who observe other religious holidays may elect to take an equivalent number of other holidays in place of holidays in the Christmas and Easter season. Such holidays shall be taken at the employee's discretion but shall require ten (10) working days' notice to the Employer.
- 24.2 In addition, employees shall receive all statutory holidays applicable to the province and municipality in which their position is based. Employees in the national office who reside in Quebec may elect to take St Jean Baptiste Day in place of one (1) holiday available to national office employees who reside in Ontario. This substitution shall require ten (10) working days' notice to the Employer.
- 24.3 Employees shall be granted the working days between Christmas and New Year's Day off with pay.
- 24.4 If a designated holiday falls within an employee's vacation period or during time off taken in lieu of overtime pay, that day or days may be added to the vacation or may be taken off at another time agreed to with the Employer.
- 24.5 Employees who are required to work on a holiday shall be paid at time-and-a-half for work done on that day and shall, at the employee's option, either receive a paid day off at straight time in lieu or be paid an equivalent sum without time off. Employees shall make a decision within ten (10) working days of the holiday or will be presumed to have elected a paid sum without time off. Any day off in lieu must be taken within twelve (12) months of the holiday.

ARTICLE 25 – VACATIONS

- 25.1 Full-time employees shall accrue vacation as follows:
- 1. During the first and second year of employment, 1.25 days for each month worked, to a maximum of fifteen (15) days per year.
 - 2. During the third, fourth, fifth and sixth year of employment, 1.67 days for each month worked, to a maximum of twenty (20) days per year.
 - 3. During the seventh, eighth, ninth and 10th year of employment, 2.08 days for each month worked, to a maximum of twenty-five (25) days per year.
 - 4. Plus an appropriate accrual which leads to one (1) additional day of vacation for each full year of service in the 11th, 12th, 13th, 14th and 15th year, to an overall maximum of thirty (30) days' vacation after completing fifteen (15) years of service.

Vacation credits of part-time employees shall be pro-rated.

- 25.2 By March 31st each year, the Employer will provide each employee with their vacation status and request that employees indicate their requested vacation by April 30th.
- 25.3 As a regular part of the work planning process, vacation will be scheduled at times that balance the needs of the Employer with the interests of the employee. Every effort will be made to accommodate employee's preferred times. Request may be amended by the employee subject to operational requirements. Vacation days may be requested individually or in any combination of days to a maximum of the total number of vacation days accrued to the start of the proposed vacation leave.
- 25.4 Every effort will be made to schedule vacation at a time that is agreeable to the employee.
- 25.5 Employees may carry-over up to two (2) weeks' vacation to the following year (subject to complying with the provisions of the employment standards' provisions of the relevant province establishing a minimum statutory vacation period). An employee terminating employment at any time prior to using their carry-over vacation allotment shall be entitled to such vacation, prior to termination. If an employee has taken more vacation days than their entitlement, then at termination the amounts owing to the Employer shall be recovered from any money payable on termination.
- 25.6 Where an employee qualifies for sick leave in accordance with **Article 26 (Sick Leave)** or any other approved leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date at the employee's option, provided it does not affect the Employer's operational requirements to permit an extension of vacation. The Employer will exercise their discretion in a reasonable manner.
- 25.7 The Employer has the right to schedule any excess vacation time in excess of the carry-over allowed in **Article 25.5 (Vacations)** provided reasonable efforts have been made to schedule the employee's vacation time before the excess vacation accumulates.

ARTICLE 26 - SICK LEAVE

- 26.1 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a recognized health practitioner or because of an accident.
- 26.2 The Employer recognizes mental health to be an important factor in employees' wellness. The Employer accepts mental illness and its effects as valid reasons for sick leave. The acceptance does not override the Employer's right under **Article 26.3 (Sick Leave)**.

- 26.3 When required, and at the Employer's expense, an employee will produce a doctor's certificate to verify their sick leave after three (3) consecutive days of absence, or a demonstrated pattern of absence.
- 26.4 Sick leave shall be earned at a rate of 1.25 days per month.
- 26.5 Unused sick leave days shall accrue for the employee's future benefits to a maximum of one hundred twenty (120) days.
- 26.6 Up to five (5) working days of sick leave may be advanced to an employee. The value of any outstanding days advanced shall be deducted from an employee's final pay cheque if they leave employment.

ARTICLE 27 - COURT APPEARANCE LEAVE

- 27.1 An employee required to appear in a court of law as a juror or witness by subpoena shall be granted leave with full pay and benefits. The employee shall remit to the Employer any payment they receive for such jury or witness service.
- 27.2 Requests for leave to attend any other legal proceeding shall be made under **Article 30 (General Leave)** or, if applicable, Article 8.5 (**Violence Leave**).

ARTICLE 28 - UNION LEAVE

- 28.1 Members of the bargaining unit shall not suffer any loss of pay or benefits for the time involved in fulfilling union functions in matters of negotiations, grievances and arbitrations relating to the bargaining unit provided such time is approved in advance by the Employer. Such approval shall not be unreasonably withheld.
- 28.2 When negotiations towards achieving a Collective Agreement or grievance resolution or arbitration, involving the Employer, take place on a Saturday and/or a Sunday, up to three (3) members of the bargaining unit representing the Union, in any one (1) instance, will be permitted to take up to one (1) working day (7 hours) off for each Saturday or Sunday spent in these activities. Scheduling of such time off will be approved by the Employer.
- 28.3 Employees are entitled to leave with pay without loss of seniority when elected or appointed to represent the Union at union-related conferences or to participate in matters of negotiations, grievances and arbitrations relating to Local 567. Such leave will be approved subject to operational needs. The time will not exceed a total of ten (10) days per calendar year for the entire bargaining unit.

ARTICLE 29 - LEAVE FOR PUBLIC DUTY

- 29.1 An employee who is elected to a full-time position with the Union or its affiliates or who is elected to public office shall be granted an unpaid leave of absence without loss of seniority for a period of up to four (4) years.

ARTICLE 30 – GENERAL LEAVE

- 30.1 An employee who has completed at least one (1) year of service shall be entitled to a leave of absence without pay for an aggregate period of up to one (1) year. The Employer shall not unreasonably deny such leave. Seniority, sick leave and vacation leave, which have been accumulated as of the date of leave, shall be retained. The employee's position shall be retained for them for the period of the leave, up to one (1) year.
- 30.2 Employees on approved leave of absence may elect to continue coverage of benefits under this Agreement, provided they continue to qualify under the insurer's plan, by remitting to the Employer an amount sufficient to cover the costs of such continuation.
- 30.3 An employee seeking a leave of absence under **Article 30.1 (General Leave)** must submit a written request to their immediate supervisor, where possible a minimum of six (6) weeks in advance of the requested starting date. Responses to requests will be provided in writing to both the employee and the Bargaining Unit within twenty (20) working days of the request. Where the request for leave of absence is denied, the Employer shall provide a full explanation in the written response.
- 30.4 A request for leave of absence for the purpose of attending a recognized public educational institution will be considered good and sufficient cause under Article 30.1 (**General Leave**).
- 30.5 Employees will be eligible for education leave for the purposes of job-related education including language training.

ARTICLE 31 - BEREAVEMENT LEAVE

- 31.1 An employee is entitled to up to five (5) days leave with pay, plus reasonable travel time to a maximum of three (3) days, for bereavement in the event of the death of a family member or significant individual. An employee may request additional bereavement leave for the loss of a significant individual which may be granted depending on the circumstances.

ARTICLE 32 - PERSONAL LEAVE

- 32.1 An employee shall be entitled to up to three (3) days of paid leave for personal emergencies per year. The Employer shall not unreasonably deny such leave.
- 32.2 Request for personal leave shall be made to the Employer at the earliest possible date.

- 32.3 Employees will be entitled to twenty-eight (28) hours paid leave per year for medical, dental, financial and legal appointments for themselves and their families, above and beyond those taken on sick leave time.
- 32.4 An employee shall be entitled to up to six (6) days of paid leave per year to provide for the needs of a member of their family during illness or confinement.

ARTICLE 33 - PREGNANCY & PARENTAL LEAVE

Pregnancy & Parental leave of absence will be granted, subject to the following:

33.1 Pregnancy and Parental leave shall be granted in accordance with Employment Standards Act, but never below the Collective Agreement provisions prior to December 31, 2017.

33.2 Pregnancy Allowance

An employee who has applied for and is in receipt of Employment Insurance pregnancy benefits shall be entitled to receive the following:

- i. Ninety-five percent (95%) of **their** normal weekly earnings for the Employment Insurance waiting period.
- ii. For each week an employee is in receipt of Employment Insurance **Maternity** benefits, twenty-five percent (25%) of **their** normal weekly earnings provided the total income received does not exceed ninety-five percent (95%) of their normal weekly earnings. **(Note that the term “Maternity” in this instance reflects the language currently used by the Government of Canada.)**

33.3 (a) Parental Allowance — Standard Parental Benefits

An employee who has applied for and is in receipt of standard Employment Insurance parental benefits shall be entitled to receive the following:

- i. Ninety-five percent (95%) of their normal weekly earnings for the Employment Insurance waiting period.
- ii. For each week an employee is in receipt of Employment Insurance parental benefits, twenty-five percent (25%) of their normal weekly earnings provided the total income received does not exceed ninety-five percent (95%) of their normal weekly earnings.

(b) Parental Allowance — Extended Parental Benefits

Where an employee applies and is in receipt of extended Employment Insurance parental benefits, the parental allowance payments made by the Employer shall be prorated accordingly. For clarity, the total amount of parental allowance payments made over the extended parental leave period shall not exceed the total amount had the employee chosen to receive the standard Employment Insurance parental allowance set in Article 33.3 (a) **(Standard Parental Benefits)**.

In the case of returning to work earlier than planned under extended parental leave (as agreed with Management) unused top-up benefit will be paid back to the employee in a lump sum.

- 33.4 Leave of absence will be granted as follows: Period up to seventeen (17) weeks for **pregnancy** leave and an additional period up to thirty-five (35) weeks parental leave, unless the employee did not take **pregnancy** leave, in which case parental leave may extend to a total of thirty-seven (37) weeks. The total period of **pregnancy** and parental leave is up to fifty-two (52) weeks duration. Leave of absence will be adjusted if the employee decides to take the extended Parental Benefits.
- 33.5 Employees on **pregnancy** and parental leave will be credited with accrual of seniority for the whole leave.
- 33.6 The employee's normal weekly earnings shall be determined by multiplying the regular hourly rate on the last day worked prior to the commencement of the leave, times the normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if not on **pregnancy** or parental leave.
- 33.7 When an employee is on **pregnancy** or parental leave and wishes to return to work prior to the expiration of the leave, they must provide the Employer with written notice at least four (4) weeks before the day they wish to end their leave.

ARTICLE 34 - TRANSITION BACK TO WORK FOR EMPLOYEES ON LONG TERM LEAVE

- 34.1 Where an employee is on a leave for thirty (30) days or more, the Employer shall have the right to require the employee to attend a meeting at the office or by **video** conference to discuss a back to work protocol and transition issues. The meeting shall be held at a mutually convenient time, no earlier than forty-five (45) days prior to the end of the leave and shall be no more than two (2) hours in duration. The employee will be reimbursed for expenses incurred to attend this meeting and shall earn time in lieu for all travel and meeting time.
- 34.2 An employee on leave may request one (1) or more meetings with their supervisor and at any time during their leave to receive an update on developments and to discuss transition issues.
- 34.3 An employee on leave for any reason is not expected to undertake any work and management will not assign work to an employee on leave.

ARTICLE 35 - LEAVE FOR INCARCERATION

- 35.1 If an employee is incarcerated as a result of sanctioned activities of the Council of Canadians, the Employer agrees to grant paid leave of absence without loss of seniority for the duration of the incarceration.

ARTICLE 36 - DEFERRED SALARY LEAVE

- 36.1 The deferred salary plan as negotiated and appended consistent with the provisions of the *Income Tax Act* will be available to all employees.

ARTICLE 37 - JOB DESCRIPTIONS

- 37.1 When the Employer plans to make substantial changes (20% or more of the job description) or create new job descriptions the Union will be informed in writing of the nature of the changes. The Union will respond with any written comments within five (5) working days and may request a meeting to discuss the proposed changes. Such a meeting shall be held within five (5) working days of the request.
- 37.2 The Employer will maintain accurate and up-to-date job descriptions for all positions in the bargaining unit.
- 37.3 Employees move across the salary grid (Schedule B) on their anniversary dates. Anniversary dates for all current employees shall be appended to this Agreement **(Schedule C - Seniority List)**.
- 37.4 All new employees will be hired at step one (1) of the salary grid.
- 37.5 An employee who is requested by the Employer to fill a position in a higher classification during the absence of another employee shall be entitled to Acting Pay. Entitlement to Acting Pay is subject to the following conditions:
- a. The employee is assuming all the principal duties and responsibilities of the position for a period of more than five (5) consecutive working days;
 - b. Acting pay is retroactive to the first day of the assignment;
 - c. The employee will receive the first level of pay of the classification for the acting position or at least five percent (5%) more than their current salary, whichever is greater.
 - d. Periods of temporary advancement shall not change the employee's annual review date, or the calculation of premiums for benefit purposes.
 - e. When an employee moves across the salary grid on their anniversary date the move will be based on the "acting" salary. Upon completion of the "acting" assignment, the employee shall be placed at the next step of the original salary scale.
- 37.6 In cases of absence or due to a high volume of work, an employee may be requested by the Employer to temporarily perform duties in a higher classification in addition to their regular work. Where an employee agrees to fulfill such a request for a period of more than one day, that employee shall receive additional pay equal to twenty percent (20%) of their normal pay rate for each day of such temporary assignment. Prior to commencing the work, the employee will be notified in writing of an assignment under this Clause and a copy of the notice will be provided to the Union.

- 37.7 The additional pay period outlined in Article 37.6 (Higher Duties) shall not be for more than three (3) months. This period may be extended, however, with the mutual consent of the affected employee and the Bargaining Unit. The Employer shall immediately present union representatives with a written letter outlining details of the proposed additional pay period.

ARTICLE 38 - LEGAL COSTS

- 38.1 If an employee is in need of legal assistance after having participated in sanctioned activities of the Council of Canadians, the Employer will provide full and adequate legal representation that is agreeable to both Parties.

ARTICLE 39 – BENEFITS

- 39.1 The Parties agree that the current conditions relating to provincial health insurance plans, and the extended benefits plan, as appended to this Collective Agreement (**Schedule D – Benefits Summary**), currently provided by the Employer's Insurance carrier will apply. If the Employer is faced with any changes to current conditions, the Parties agree to re-negotiate coverage.
- 39.2 The Employer agrees to pay the costs incurred by any employees who would normally be covered by the above insurance plans, should the plan not be in effect at the time required due to the Employer's negligence.
- 39.3 **Employees are eligible for benefits or an amount in lieu as follows:**
- **Permanent employees with regular schedules of twenty (20) or more hours per week - as of date of hire**
 - **Casual, term, and part-time employees with regular schedules of less than twenty (20) hours per week - \$400.00 per month in lieu of benefits as of date of hire, prorated.**

If the Employer's insurance carrier amends its policy to allow extended health benefits for non-permanent employees, or employees regularly scheduled for less than twenty (20) hours per week, individual employees may opt for coverage and co-pay the benefits on a prorated basis.

- 39.4 The Employer will not under any circumstances reduce the benefits available to employees except as set out in **Article 39.1 and Schedule D (Benefits Summary)**. The selection of the carrier shall be at the discretion of the Employer. The Employer shall review the selection of the carrier at least every three (3) years and obtain quotes for purposes of comparison.
- 39.5 If an employee is in need of any benefit provision in this Agreement after having participated in sanctioned activity of the Council of Canadians, the Employer will ensure the full provision of benefits or services.

If the insurance provider refuses to provide the benefit / service because the employee was deemed to be injured in a "riot", the Employer will pay full costs.

- 39.6 Effective June 1, 2011, where vision care expenses incurred by employees and their qualifying dependents surpass the coverage in the current benefits package, the Employer agrees to reimburse up to two hundred dollars (\$200.00) every two (2) years directly to employees. Such reimbursement will be made only upon submission of the vision care receipt, or copy of the receipt, and proof that the insurance carrier has paid the first two hundred dollars (\$200.00) of insured coverage.
- 39.7 The Parties agree that the Employer's responsibility extends only to negotiating a benefits package with an insurer, and paying its share of premiums, and in no case will the Employer be held liable as the insurer of benefits.
- 39.8 The Parties agree that where an insurance carrier denies or limits coverage to selected individuals or a group, the Employer shall not be held responsible for the **limited or denied coverage**, and Article 8 (**No Discrimination/Harassment**), dealing with discrimination, shall not apply. Where coverage is denied, the Employer will pay the employee, in lieu of benefits, an amount equal to the premium the Employer would have had to pay the insurance company if the employee had been covered under the plan
- 39.9 The Employer agrees to commit to advocate on behalf of employees adversely affected by decisions of the insurer to deny or limit benefits.
- 39.10 The Employer agrees to contribute an amount equivalent to six percent (6%) of the employee's gross base wage rate to a registered retirement savings plan. Contributions will be made on a bi-weekly basis. Employees not eligible for registered retirement savings plan will receive equal monetary award.

ARTICLE 40 - STAFF TRAINING AND PROFESSIONAL DEVELOPMENT

- 40.1 When required by the Employer to enroll in courses or programs designed to upgrade work-related skills, an employee will suffer no loss in pay and will continue to receive all the benefits of this Agreement.
- 40.2 The Employer shall pay the full cost of any training requirements arising from the introduction of new methods in the workplace.
- 40.3 The Employer recognizes their responsibility to cover all the employee's costs in relation to training. This payment will occur in the pay period following the submission of all receipts and the certification of completion, where applicable.
- 40.4 The Staff Training Policy and the Professional Development Policy are appended to the Collective Agreement. The Employer shall allocate a yearly amount for the professional development of each employee.

In the case where the staff training occurs during work time, there will be no loss of pay, seniority or benefits for the time spent in staff training.

- 40.5 The Employer and the Union agree to revise the policy to deal with professional development and staff development, to be completed within six (6) months of signing the Agreement. Upon ratification by the respective Parties, the new policy shall replace the existing staff development policy and be appended to the Collective Agreement.

ARTICLE 41 - TRAVEL

- 41.1 Employees may claim expenses which were approved by the Employer. The claims shall be for expenses which the employees incurred in the course of their duties. Employees shall present receipts for the expenses.
- 41.2 The Parties agree that travel on Council business will be accomplished by the most economical means possible.
- 41.3 a) Hours of travel shall be paid on a straight time basis only and will not count towards the calculation of weekly overtime. Any travel time in excess of seven (7) hours in any one (1) day must be approved prior to the travel by the employee's director.
- b) Travel outside of Canada or for travel to the Annual Conference, an employee and their Director may agree prior to travel to special travel arrangements such that the employee will not work or claim for work in excess of ten (10) hours on any day while outside of Canada or the Annual Conference, including travel time. No employee will be required to travel under such a special travel arrangement.
- 41.4 Per diems for travel and meetings outside an employee's area of residence but in Canada shall be provided to an employee at a rate of sixty dollars (\$60.00) per full day and thirty dollars (\$30.00) per partial day. Per diems for travel and meetings outside of Canada shall be reimbursed to an employee at a rate of seventy-five dollars (\$75.00) per full day and thirty-five dollars (\$35.00) per partial day. Where the employee is provided with all meals, no per diem shall apply.
- 41.5 Employees who travel to foreign countries may be provided with a travel advance at the per diem rate in Canadian dollars. In certain circumstances employees may receive an advance in excess of the per diem rate. Staff who incur costs in excess of the per diem amount shall be reimbursed for actual costs.
- 41.6 When an employee works between 7:00 p.m. and 7:30 a.m., the Employer shall cover the cost of taxi fare to and from the residence of the employee who is working non-core hours.
- 41.7 The Employer shall provide the cost of hotel accommodation for employees working or traveling outside their area of residence on Council of Canadians' business. Where possible hotel rates are to be approved prior to travel. When an employee on Council business stays with a friend, they may submit an expense claim in the amount of twenty-five (\$25.00) Canadian dollars per night in lieu of accommodation costs.

Where possible, employees are entitled to individual accommodation and shall not be required to share rooms with other employees, board members or volunteers.

- 41.8 In the event the Employer approves that the employee drive their personal vehicle, the employee will be reimbursed at the **kilometer rate in accordance with Government of Canada policy plus parking expenses with receipt.**

The Parties will develop a letter of understanding to address the need of some regional staff to use their personal vehicles for work purposes on a regular basis.

ARTICLE 42 - SEVERANCE

- 42.1 In the event that an employee is laid off, or that the Employer ceases operations employees with at least one (1) year seniority will receive the sum of one (1) week of gross salary multiplied by each year of employment or major fraction thereof and one (1) week of gross salary multiplied by the number of complete months of employment divided by twelve (12).
- 42.2 Employees on lay-off or leave at the time of closure will be entitled to such severance pay at a rate based on their last earnings.

ARTICLE 43 - PAID EDUCATION FUND

- 43.1 The Employer agrees to pay into a special fund three cents (\$0.03) per employee per hour worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading employees' skills in all aspects of Trade Union functions. Such monies are to be paid on an annual basis into a trust fund established by the National Union, UNIFOR, and sent by the Employer to the following address: UNIFOR Paid Education Leave Program, 115 Gordon Baker Road, Toronto, ON, M2H 0A8
- 43.2 Members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for class time, plus travel time where necessary, provided the Union agrees to reimburse the Employer for wages paid to employees. There shall be a bank of twenty (20) days available to the Union to divide among those selected members of the bargaining unit. Employees on said leave of absence will continue to accrue seniority and benefits during such leave, provided they qualify under the insurer's policy.
- 43.3 No more than three (3) employees per year will be eligible for the Paid Education Leave Program and no more than two (2) employees will be on such leave at the same time.
- 43.4 The Employer agrees to contribute to the Paid Education Fund no later than August 15th of each year.

ARTICLE 44 - SOCIAL JUSTICE FUND

- 44.1 The Employer agrees to pay into a special fund one cent (\$0.01) per employee per hour worked for the purpose of promoting social and economic justice, nationally and internationally. Such monies are to be paid on an annual basis into a trust fund established by the National Union, UNIFOR, and sent by the Employer to the following address: UNIFOR Social Justice Fund, 115 Gordon Baker Road, Toronto, ON, M2H 0A8
- 44.2 The Employer agrees to contribute to the Social Justice Fund no later than August 15th of each year.

ARTICLE 45 - HEALTH AND SAFETY AND WORKING CONDITIONS

- 45.1 The Employer shall make all reasonable provisions for the health and safety of all employees during working hours. For this purpose a joint occupational health and safety committee, at the national office, will be maintained to operate in accordance with relevant laws.
- 45.2 All employees shall have access to ergonomically adequate working conditions, including workspaces and equipment. Employees with concerns shall refer the matter to the Joint Occupational Health and Safety Committee.
- 45.3 The Employer will strive to provide employees with all relevant expenses as well as office and other supplies up front in order to avoid employees having to pay out of their own pockets.
- 45.4 The Employer agrees to provide adequate and compatible technical support systems for all home and regional offices outside of the national office.

ARTICLE 46 - MISCELLANEOUS

- 46.1 Handling of Cash
An employee handling cash shall not be responsible for shortages, except in the case of criminal negligence.

ARTICLE 47 - TERMINATION OF AGREEMENT

- 47.1 This Agreement shall come into effect upon ratification by both Parties and continues in effect from **January 1, 2023, until December 31, 2025**, and shall be automatically renewed from year to year, unless, at least ninety (90) calendar days prior to any expiry date, either Party gives notice to the other of a desire to make revisions to this Agreement. Negotiations will commence no later than thirty (30) calendar days after the expiry of the Collective Agreement.
- 47.2 There shall be no strikes or lock-outs during the life of this Agreement except in the case of a general strike sanctioned by the Canadian Labour Congress and/or any of its affiliates.

ARTICLE 48 – WAGES AND COMPENSATION

- 48.1 Wages shall be paid in accordance with the attached Schedules A (Job Classifications) and B (Salary Grid).
- 48.2 On January 1, 2023 all salary rates will be increased by two percent (2%) per hour. In addition, six (6) days off with pay to be taken as Fridays off between June and September 2023 (actual dates to be determined). Prorated for part-time.
- 48.3 On January 1, 2024 all salary rates will be increased by two percent (2%) per hour. In addition, time off with pay based upon Bank of Canada inflation index for 2023, to a max combined total of 4.8%. (i.e. 2.8% converted at .4% per day = a max of 7 days at 7 hours scheduled time off with pay July and August 2024. (In addition to 5 days new Art. 22.3 - Hours of Work Summer Fridays)
- 48.4 On January 1, 2025 all salary rates will be increased by two percent (2%) per hour. In addition, time off with pay based upon Bank of Canada inflation index for 2024, to a max combined total of 4.8%. (i.e. 2.8% converted at .4% per day = a max of 7 days at 7 hours scheduled time off with pay July and August 2025. (In addition to 5 days new Art. 22.3 - Hours of Work Summer Fridays)
- 48.5 The Labour Management Committee may determine in March 2024 and March 2025 if finances have improved sufficiently to convert some compensating time to wages.

Executed in the City of Ottawa the day of _____, 2023.

Signed on behalf of the Council of Canadians

Signed on behalf of UNIFOR, Local 567

Joey Hartman

[Handwritten Signature]

Ravi Joshi

[Handwritten Signature]

P. S. Mcena

Michelle Am

SCHEDULE A - JOB CLASSIFICATIONS

Classification 1	
Classification 2	
Classification 3	<ul style="list-style-type: none">• Administrative Assistant• Operations Assistant
Classification 4	<ul style="list-style-type: none">• Stewardship Officer
Classification 5	<ul style="list-style-type: none">• Campaigner• Communications Officer (Digital)• Communications Officer (Digital Campaigns)• Communications Officer (Research and Analysis)• Database Administrator and Analyst• Finance Officer• Major and Legacy Gifts Officer• Regional Organizer

SCHEDULE B - THE COUNCIL OF CANADIANS SALARY GRID FOR 2023

Effective January 1, 2023

Class	Step 1 annual	bi-weekly	hourly	Step 2 annual	bi-weekly	hourly	Step 3 annual	bi-weekly	hourly	Step 4 annual	bi-weekly	hourly
1	\$51,112.51	\$1,965.87	\$28.08	\$52,891.83	\$2,034.30	\$29.06	\$54,676.74	\$2,102.95	\$30.04	\$56,458.30	\$2,171.47	\$31.02
2	\$54,674.51	\$2,102.87	\$30.04	\$56,458.30	\$2,171.47	\$31.02	\$58,238.74	\$2,239.95	\$32.00	\$60,024.77	\$2,308.64	\$32.98
3	\$58,238.74	\$2,239.95	\$32.00	\$60,024.77	\$2,308.64	\$32.98	\$61,809.68	\$2,377.30	\$33.96	\$63,593.47	\$2,445.90	\$34.94
4	\$67,325.35	\$2,589.44	\$36.99	\$69,272.32	\$2,664.32	\$38.06	\$71,221.53	\$2,739.29	\$39.13	\$73,172.97	\$2,814.35	\$40.20
5	\$70,719.70	\$2,719.99	\$38.86	\$72,769.50	\$2,798.83	\$39.98	\$74,823.76	\$2,877.84	\$41.11	\$76,876.91	\$2,956.80	\$42.24

Effective January 1, 2024

Class	Step 1 annual	bi-weekly	hourly	Step 2 annual	bi-weekly	hourly	Step 3 annual	bi-weekly	hourly	Step 4 annual	bi-weekly	hourly
1	\$52,134.76	\$2,005.18	\$28.65	\$53,949.67	\$2,074.99	\$29.64	\$55,770.28	\$2,145.01	\$30.64	\$57,587.47	\$2,214.90	\$31.64
2	\$55,768.00	\$2,144.92	\$30.64	\$57,587.47	\$2,214.90	\$31.64	\$59,403.52	\$2,284.75	\$32.64	\$61,225.26	\$2,354.82	\$33.64
3	\$59,403.52	\$2,284.75	\$32.64	\$61,225.26	\$2,354.82	\$33.64	\$63,045.87	\$2,424.84	\$34.64	\$64,865.34	\$2,494.82	\$35.64
4	\$68,671.86	\$2,641.23	\$37.73	\$70,657.77	\$2,717.61	\$38.82	\$72,645.96	\$2,794.08	\$39.92	\$74,636.43	\$2,870.63	\$41.01
5	\$72,134.09	\$2,774.39	\$39.63	\$74,224.89	\$2,854.80	\$40.78	\$76,320.24	\$2,935.39	\$41.93	\$78,414.45	\$3,015.94	\$43.08

Effective January 1, 2025

Class	Step 1 annual	bi-weekly	hourly	Step 2 annual	bi-weekly	hourly	Step 3 annual	bi-weekly	hourly	Step 4 annual	bi-weekly	hourly
1	\$53,177.46	\$2,045.29	\$29.22	\$55,028.67	\$2,116.49	\$30.24	\$56,885.69	\$2,187.91	\$31.26	\$58,739.22	\$2,259.20	\$32.27
2	\$56,883.36	\$2,187.82	\$31.25	\$58,739.22	\$2,259.20	\$32.27	\$60,591.59	\$2,330.45	\$33.29	\$62,449.77	\$2,401.91	\$34.31
3	\$60,591.59	\$2,330.45	\$33.29	\$62,449.77	\$2,401.91	\$34.31	\$64,306.79	\$2,473.34	\$35.33	\$66,162.65	\$2,544.72	\$36.35
4	\$70,045.30	\$2,694.05	\$38.49	\$72,070.93	\$2,771.96	\$39.60	\$74,098.88	\$2,849.96	\$40.71	\$76,129.16	\$2,928.04	\$41.83
5	\$73,576.77	\$2,829.88	\$40.43	\$75,709.38	\$2,911.90	\$41.60	\$77,846.64	\$2,994.10	\$42.77	\$79,982.74	\$3,076.26	\$43.95

SCHEDULE C - SENIORITY LIST AS OF AUGUST 9, 2023

	Last Name	First Name	Date of hire (dd-mmm-yy)
1	Stewart	Carl	23-Sep-98
3	Chapeskie	Dana	2-Apr-01
4	Desjardins	Roger	29-Mar-04
5	Woolridge	Pamela	18-Jul-05
6	Jordon	Karen	28-Jun-07
7	Giles	Angela	3-Jun-03
8	Bertrand	Hélène	19-Nov-07
9	Penner	Dylan	5-Jun-08
10	Calzavara	Mark	2-Jun-09
11	Ratt	Michelle	23-Oct-17
12	Bui	Vi	8-Jul-19
13	Kruszewski	Chris	26-Aug-19
14	Ziaee	Donya	22-Feb-21
15	Thom	Eagleclaw	25-May-21
16	Barry-Shaw	Nikolas	8-Sep-21
17	Ravensbergen	David	11-Jul-22
18	Lerat	Wendy	14-Sep-22

SCHEDULE D - BENEFITS SUMMARY

This is the summary of benefits referenced in Article 39.1 (Benefits) of the Collective Agreement.

Eligibility – There is no waiting period; Employees must work a minimum of twenty (20) hours per week, and be on an indeterminate contract (permanent employees).

EMPLOYEE LIFE - 2X annual earnings. Overall Maximum - \$500,000 Non-Evidence Maximum - \$400,000 Reduces by 50% age 65. Terminates at age 71 or retirement.

DEPENDENT LIFE - Spouse \$10,000 / Child \$5,000 Coverage from live birth. Terminates at age 71 or retirement.

ACCIDENTAL DEATH & DISMEMBERMENT - Equal to Life Benefit. 24 Hour Coverage Provided. Loss of use provisions.

LONG TERM DISABILITY

75% of monthly earnings.

Non Evidence Maximum - \$5,350/month Overall Maximum - \$6,000/month

Maximum Benefit Period – to age 65

Payable after 112 days of total disability

Tax Status – Taxable

Terminates at age 65 or retirement

Definition of Disability – 2 year own occupation

EXTENDED HEALTH CARE

Healthcare Deductible - None

Drug Card – Prescribed Drug Plan, Enhanced Generic 100% reimbursement

Dispensing Fee Cap - \$7.00

Other Expenses - 100% reimbursement

Overall Maximum - Unlimited

Hospital - Semi Private Room

Private Duty Nursing - \$10,000/12 months/condition

Hearing Aids - \$700/5 calendar years

Orthopedic Shoes -\$400/12 months

Orthotics - \$200/12 months

Paramedical Services - \$500/calendar year/practitioner

Eye exams - 1/24 months (12 months age 18 and under)

Glasses, Contacts, Laser Eye Surgery-\$200/24 months (12 months age 18 and under)

OOE Emergency Coverage – included, 60 day trip limit

Terminates at Retirement
Employee Assistance Program Included

DENTAL

Deductible - None

Basic Services - 100% reimbursement

Major Services - 50% reimbursement

Basic Maximum - \$1,500 / calendar year

Major Maximum – \$2,500 /calendar year

Scaling/Root Planning - 14 units/12 months Recall Exam - 6 months

Fee Guide - current year

Terminates at Retirement

WELLNESS & HEALTH HYBRID SAVINGS ACCOUNT (HSA)

- \$500.00 per employee/year

Effective no later than July 31, 2023, the Extended Health Plan includes a Wellness & Health Hybrid Saving Account (HSA), with the following provisions:

- **\$500.00 per employee available for 2023 and subsequent years**
- **Carry over of unused amounts allowed for up to one (1) additional calendar year**
- **Prorated for less than full-time hours or years**
- **Benefit year Jan 1 - Dec 31**
- **Employer is responsible for the full claim amounts and associated fees through a selected provider**
- **Annual opportunity for each employee to assign % between Health Savings and Wellness options, but must stay committed to their selection until the next opportunity**
- **Health Savings is non-taxable. It may be used for any listed practitioner or service in the extended health plan, or as listed by the Canadian Revenue Agency as medically necessary. Listed dependents are eligible. Receipts are required**
- **Wellness Savings is subject to taxation and included on T4s per Canadian Revenue Agency requirements. It may be used for any listed practitioner or service in the extended health plan, as listed by the Canadian Revenue Agency as medically necessary, or consistent with the objectives of mental health and preventative health, contraceptives and menstrual products, with the specific coverage details to be determined by the LM Committee. Listed dependents are eligible. Receipts are required.**

ANTI-VIOLENCE AND ANTI-HARASSMENT POLICIES

ANTI-VIOLENCE POLICY

Policy Statement

The Council of Canadians [the Council] is committed to providing a safe, healthy and supportive working environment by treating its employees, volunteers (as defined in the Council's Volunteer Program), interns, board members and contractors with respect and dignity. Harassment and violence in the workplace can have devastating effects on the quality of life for our employees and on the productivity of the organization.

The Council will take all reasonable and practical measures to prevent and protect employees from acts of violence. The Council recognizes the potential for harassment and violence in the workplace and therefore will make every reasonable effort to identify all potential sources of harassment and violence to eliminate or minimize these risks through the Workplace Harassment and Violence Prevention Program, which includes this and the Anti-Violence Policy, orientation to new employees, all related training e.g. anti-misogyny, and others.

The Council takes a position of zero tolerance to any type of workplace harassment or violence, or threat of violence within the workplace or at work-related activities. The Council is committed to the expenditure of time, attention, authority and resources to ensure a safe and healthy working environment for all employees, volunteers, interns, contractors and board members.

Purpose

The purpose of this policy is to define behaviours that constitute workplace violence, to define procedures to reduce, manage and prevent violence at the workplace, and to establish systems for reporting and resolving incidents of workplace violence. The Council is committed to providing a working environment free of violence and harassment by ensuring that everyone in the workplace is familiar with the definitions of workplace harassment and violence and their individual responsibilities for prevention and corrective action. To establish this policy The Council, working in collaboration with the Health and Safety Committee, has consulted the following legislation governing workplace violence in Ontario:

The Occupational Health and Safety Act
The Human Rights Code
The Workplace Safety and Insurance Act, 1997

Application

This Policy applies to all employees, volunteers (as defined in the Council's Volunteer Program), interns, board members and contractors of the Council in all workplaces of the Council. The Policy applies to all activities that occur while on the Council's premises or while at other location(s) where the employee may be located as a result of their employment, or while they are engaging in Council business, activities or social events.

This Policy and its implementation do not remove an individual's rights to pursue other remedies which may include grievance, private legal action, or complaints under relevant legislation. The Council is not responsible for the provision of legal services to individuals who choose to pursue those remedies.

Nothing in this policy is intended to restrict the authority of managers in performance review, counselling, disciplinary action or other appropriate interactions between employees and supervisors.

Definitions

Workplace:

Consists of any place where work or work-related activities take place. It includes, but is not limited to, the physical work premises, work-related social functions, work assignments off work premises, work-related travel and work-related conferences or training sessions. The workplace can include off-site social events, and subsequent activities after the employer's event has ended, reasonably considered to be job related.

Workplace Violence:

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

Sexual Violence:

Any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether that act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

Some examples of Workplace Violence are, including but not limited to:

- a. Verbal abuse and threatening behaviour (also known as psychological abuse): shouting, swearing, mobbing (by a group of individuals towards one or more members of staff), obscene or threatening phone calls at work or home, veiled threats or open threats, gestures with the hands or others parts of the body that indicate harm, stalking, display or use of any kind of weapon or object that could be interpreted as being dangerous.
- b. Physical abuse and threatening behaviour: slapping, shoving and pushing, pinching, hair pulling, punching, hitting, throwing an object at a person, kicking, scratching, tugging at clothes, biting, tripping others deliberately, shooting and stabbing, suicide attempts.

- c. Damage to employees' personal property or to the Council's property: throwing of any object, vandalism to an employee's car or other personal property, deliberately kicking or punching fixtures and fittings, and banging or throwing equipment.
- d. Any other act that would arouse fear of physical injury in a reasonable person in the circumstances. Workplace violence **does not** include:
 - A reasonable action taken by an employer or supervisor for the management and direction of employees or the workplace;
 - performance management, such as routine coaching and feedback, fair and objective performance appraisals, performance improvement plans or appropriate and justifiable disciplinary action;
 - providing fair and reasonable constructive feedback or evaluation of the work completed by a colleague or a direct report;
 - assignment of additional work;
 - minor differences of opinion and/or occasional workplace conflict that does not escalate;
 - occasionally showing frustration or annoyance, where such behaviour is justified and displayed in a respectful manner without any threat of violence, intimidation or other reprisals;
 - a reasonable action taken by an employer or supervisor relating to the management and direction of employees.

WORKPLACE VIOLENCE PROCEDURES

Domestic Violence:

If an employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose an employee to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the employee.

Risk of Workplace Violence from a Person with a History of Violent Behaviour

The Council will provide employees with information, including personal information, about a person with a history of violent behaviour **if** the employee can be expected to encounter such a person in the course of their work **and** the risk of workplace violence is likely to expose the employee to physical injury. The Council will not disclose more information than is reasonably necessary for the protection of an employee from physical injury.

Procedures for summoning immediate assistance when workplace violence occurs or is likely to occur: If, at any time, an individual in the workplace feels personally threatened, they are to ensure their own safety and call the police (9-1-1) immediately. Staff are not to place themselves at risk or jeopardize anyone's safety when dealing with any perceived or real situation of violence.

Criminal harassment such as stalking, threats, and sexual or physical assault are covered by the Criminal Code. Supervisors and employees are encouraged to report any criminal behaviour to the police.

Procedures for employees to report incidents of workplace violence to the employer or supervisor: Any individual in the workplace who believes that they are threatened or who experiences or witnesses any workplace violence as defined in the Anti-Violence Policy must promptly report the incident. In the event of immediate danger, refer to measures and procedures for summoning immediate assistance.

Incidents of violence must be reported immediately to the employee's supervisor, or if the employee's direct supervisor or a member of the board is involved in the act, the employee should contact the Executive Director or Human Resources Officer. All unionized employees have the right to report through the representatives of their Union. In all cases, the employee Workplace Violence Incident Report form needs to be completed (based on the information known by the person completing the report), detailing the nature of the incident, dates, times, places, witnesses and names of those involved. A supervisor, employee or witness may complete the report.

If an employee reports the possibility of domestic violence, or there are visible and obvious signs that domestic violence is occurring, the employer should assess the risk to ensure controls are in place to prevent the violence from entering the workplace.

All reports of workplace violence must be forwarded to Human Resources and/or Management. All workplace violence incidents must also be communicated to the Joint Health and Safety Committee by either the complainant, supervisor, Executive Director or Human Resources Officer within four days of the incident. If a workplace violence incident results in a person being critically injured or killed, the Ministry of Labour must be notified in writing by the employer within 48 hours. There will be no negative consequences for reports made in good faith.

If the perpetrator has no relationship to the organization or has a personal relationship with an employee, the supervisor or Human Resources Officer may contact the police department. The police are also to be called in incidents involving serious, life-threatening injuries to any employee.

Managers, supervisors, staff or visitors engaged in violent behaviour, including sexual violence, may be removed from the premises as quickly as safety permits. They may be banned from access to the Council premises pending the outcome of an investigation

If an individual involved believes the matter has not been resolved in a satisfactory manner, the individual may file a grievance in accordance with the grievance policy.

How the employer will investigate and deal with incidents or complaints of workplace violence: All incidents of workplace violence will be taken seriously and will be documented and investigated.

The form of investigation will depend on the circumstances and may involve appropriate law enforcement or other competent person as determined by the Council, taking into consideration the nature of the workplace violence and the concerns of employee(s) who experienced or witnessed the workplace violence.

The investigation will include:

1. Receiving the completed Workplace Violence Incident Report, outlining the formal complaint of workplace violence;
2. Assigning an investigator;
3. Where appropriate, conducting separate interviews with the complainant, the respondent, the supervisor and any individuals who may be able to provide relevant information;
4. Documenting the interview and having the notes from each discussion read and signed by interviewee to confirm their accuracy;
5. Preparing a final report which may include findings of:
 - a. sufficient evidence to support a finding of violation of this Policy,
 - b. insufficient evidence to support a finding of violation of this Policy, or
 - c. no violation of this Policy.
6. Submitting a written report summarizing the investigation findings to the Executive Director who will determine whether any action is required, which may include preventive, corrective and/or disciplinary action. If the Executive Director is the respondent in the incident or if the complaint process takes place at a time when there is no Executive Director, the report will be sent to the Vice-Chair.

Please note that the appropriate law enforcement agency may conduct its own independent investigation. The complainant and the respondent will be informed of the results of the investigation.

When a union member is involved, the Union will also be informed of the resolution and results of the investigation. Related discussions could take place at a Joint Consultation Committee meeting.

GENERAL

Prevention

All those to whom the policy applies are obligated to follow policies and procedures aimed at ensuring a positive work environment. There is a duty upon all to prevent harassment and violence by discouraging inappropriate activities and by reporting incidents as described in this policy.

Confidentiality and Privacy

Individual privacy and confidentiality are basic principles underlying all parts of the process. All those involved in a complaint will keep all information confidential except as necessary to investigate the complaint or take disciplinary action related to the complaint, or as required by law. The Employer shall not disclose more personal information than is reasonably necessary to protect an employee from physical injury.

Any individual who becomes aware of an incident of violence should not disclose the details of the incident to any third party except in accordance with this policy. Gossiping about an incident seriously undermines the privacy of all parties involved and will not

be tolerated. Those with questions or concerns about an incident should speak to their immediate supervisor or Human Resources.

In compliance with the law, information obtained about an incident or complaint of workplace violence, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law.

Conflict of Interest

The people involved in the violence resolution process must be objective and free of conflicts of interest.

No Retaliation

Every individual covered by this policy has a right to carry out any of the following actions without fear of retaliation. A person may

- file a workplace violence complaint;
- participate in or cooperate with an investigation;
- provide information relevant to the complaint;
- act in any designated role under the policy and procedure.

Retaliation is prohibited against anyone who, in good faith, reports a possible violation of the workplace violence and harassment policy or cooperated with an employer-led investigation.

Anyone who retaliates, directly or indirectly, in any way against a person who in good faith has complained of workplace violence, participated in a workplace violence investigation, or been found to have acted violently against another person, will themselves be subject to disciplinary action up to and including termination.

Unsubstantiated Complaints

If an individual, in good faith, files a workplace violence complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed, and no record of it will be put in either the complainant's or the respondent's file.

Malicious/Bad Faith Complaints

If the complaint is made maliciously or in bad faith, the complainant will be subject to the same disciplinary process as that of a respondent. Remedies for the person falsely accused may include steps to restore lost reputation, and any of the remedies that are available in a case of harassment.

Implementation

The implementation steps will include:

1. The policy will be distributed to all those to whom the policy applies.
2. Human Resources will provide a copy of the policy to all new employees, volunteers and interns during their orientation and provide them with an overview of the policy.
3. The policy will be added to the Staff Manual.
4. This policy will be posted in each work location.
5. The Executive Director will provide members of the board of directors with a copy of the policy.

Responsibilities

Employees, volunteers, interns and board members are expected to:

- Act respectfully towards other individuals while at work and while participating in any work-related activity;
- Ensure their own immediate physical safety in the event of workplace violence, then report the incident to the police or a supervisor or manager as the situation warrants and as outlined below;
- Report to their supervisor, the Human Resources Officer and/or the Executive Director, in writing, any incident of workplace violence that they have knowledge of;
- Understand and comply with this Policy and all related procedures;
- Co-operate with any efforts to investigate and resolve matters arising under this Policy; and
- Participate in education and training programs and be able to respond appropriately to any incident of workplace violence.

Management employees are expected to:

- Ensure training and education of all employees with respect to this Policy;
- Implement the workplace anti-violence program;
- Promote a violence-free working environment;
- Take all reasonable precautions in the circumstances for the protection of an employee if the organization becomes aware of a domestic violence situation that would likely expose an employee to physical injury in the workplace;
- Review all reports of workplace violence in a prompt, objective and sensitive manner, respecting the privacy of all concerned as much as possible; and
- Facilitate medical attention and appropriate support for all those either directly or indirectly involved in a workplace incident.

Record Keeping

The documents corresponding to any investigation will be kept on file in a secure location, separate from any employee's personnel files, for as long as necessary. Records of any remedial action taken will be placed in the appropriate employee's personnel file.

Monitor and Review

The Council will review this Policy and the effectiveness of its workplace violence prevention measures at least every year and after any critical incident of violence in the workplace.

Acknowledgment

I have read, understood and agree to abide by the terms of this Workplace Violence Policy.

Employee Signature

Date of Signature

ANTI-HARASSMENT POLICY

Policy Statement

The Council of Canadians [the Council] is committed to providing a safe, healthy and supportive working environment by treating its employees, volunteers (as defined in the Council's Volunteer Program), interns, board members and contractors with respect and dignity. Harassment and violence in the workplace can have devastating effects on the quality of life for our employees and on the productivity of the organization.

The Council will take all reasonable and practical measures to prevent and protect employees from acts of violence and harassment. The Council recognizes the potential for harassment and violence in the workplace and therefore will make every reasonable effort to identify all potential sources of harassment and violence to eliminate or minimize these risks through the Workplace Harassment and Violence Prevention Program, which includes this and the Anti-Violence Policy, orientation to new employees, all related training e.g. anti-misogyny, and others.

The Council takes a position of zero tolerance to any type of workplace harassment within the workplace or at work-related activities. The Council is committed to the expenditure of time, attention, authority and resources to ensure a safe and healthy working environment for all employees, volunteers, interns, contractors and board members.

Purpose

The purpose of this policy is to define behaviour that constitutes workplace harassment, to define procedures to reduce, manage and prevent harassment at the workplace, and to establish systems for reporting and resolving incidents of workplace harassment. The Council is committed to providing a working environment free of violence and harassment by ensuring that everyone in the workplace is familiar with the definitions of workplace harassment and violence and their individual responsibilities for prevention and corrective action. To establish this policy The Council, working in collaboration with the Health and Safety Committee, has consulted the following legislation governing workplace harassment in Ontario:

The Occupational Health and Safety Act

The Human Rights Code

The Workplace Safety and Insurance Act, 1997

Application

This Policy applies to all employees, volunteers (as defined in the Council's Volunteer Program), interns, board members and contractors of the Council in all workplaces of the Council. The Policy applies to all activities that occur while on the Council's premises or while at other location(s) where the employee may be located as a result of their employment, or while they are engaging in the Council business, activities or social events.

This Policy and its implementation do not remove an individual's rights to pursue other remedies which may include grievance, private legal action, or complaints under relevant legislation. The Council is not responsible for the provision of legal services to individuals who choose to pursue those remedies.

Nothing in this policy is intended to restrict the authority of managers in performance review, counselling, disciplinary action or other appropriate interactions between employees and supervisors.

Definitions

Workplace:

Consists of any place where work or work-related activities take place. It includes, but is not limited to, the physical work premises, work-related social functions, work assignments off work premises, work-related travel and work-related conferences or training sessions. The workplace can include off-site social events, and subsequent activities after the employer's event has ended, reasonably considered to be job related.

Workplace Harassment:

Means engaging in a course of vexatious comments or conduct against an employee in a workplace that is known or ought reasonably to be known to be unwelcome. Workplace harassment may also relate to a prohibited ground as set out in the Ontario *Human Rights Code*.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group. Harassment is unwelcome, unwanted, and uninvited; it may be expressed verbally or physically; it is usually, but not always, coercive, and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows, or reasonably ought to know, are abusive, unwelcome, or wrong.

Workplace Sexual Harassment:

Means engaging in course of vexatious comments or conduct against an employee 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;

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 employee and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Harassment may take many forms: verbal, physical or psychological. It may involve a threat or an implied threat, it may be that acceptance of harassment is perceived to be a condition of employment. The following examples constitute harassment, including sexual harassment, but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, slurs, innuendoes, gestures, taunting or other unwelcome comment or conduct about a person's body, disability, attire, gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship, or ancestry;
- Behaviour or conduct which might reasonably be expected to cause harm, discomfort, offence or humiliation;
- Body language or gestures that are disrespectful;
- Inappropriate communication including via electronic mail and/or attainment, display and distribution of improper information from the internet;
- Posting or circulation of offensive photos or visual materials;
- Inappropriate, unwelcome touching, come-ons or sexual flirtation;
- Display of sexually offensive pictures or objects;
- Touching oneself sexually around another person;
- Sexually intrusive or explicit questions;
- Ranking a person's beauty or desirability;
- Relentless requests for dates;
- Bullying or any other behaviour meant to intimidate, belittle or demean another. Bullying is offensive, cruel, intimidating, insulting or humiliating behaviour. It can be physical or verbal, direct or indirect such as gossip or refusing to speak to another person. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression.
- Yelling or using profanity;
- Making racial slurs or comments;
- Veiled threats or open threats;
- Pounding the wall, desk, etc.;
- Refusal to work or converse with an employee because of their racial background, gender, religion, etc.;
- Condescension which undermines self-respect;
- Any behaviour meant to offend, humiliate or embarrass;
- Abuse of power (for the purposes of this policy), includes situations involving a minor and situations that involve a reporting relationship. The Council considers incidents involving abuse of power to be of a more serious nature than peer-to-peer situations.
- Backlash or retaliation for the lodging of a complaint or for participation in an investigation.

Workplace harassment does not include:

- A reasonable action taken by an employer or supervisor for the management and direction of employees or the workplace;
- performance management, such as routine coaching and feedback, fair and objective performance appraisals, performance improvement plans or appropriate and justifiable disciplinary action;
- providing fair and reasonable constructive feedback or evaluation of the work completed by a colleague or a direct report;
- assignment of additional work;
- minor differences of opinion and/or occasional workplace conflict that does not escalate;
- occasionally showing frustration or annoyance, where such behaviour is justified and displayed in a respectful manner without any threat of violence, intimidation or other reprisals;
- a reasonable action taken by an employer or supervisor relating to the management and direction of employees.

WORKPLACE HARASSMENT PROCEDURES

Procedures for employees to report incidents of workplace harassment to the employer or supervisor; There are four internal methods to deal with a harassment complaint:

Option A: Address it directly with the person whose behaviour is offensive

Option B: Request informal action and resolution by the employee's supervisor or HR Officer

Option C: File a formal complaint

Option D: File a grievance (UNIFOR Local 567 members only)

* The complainant may choose any option (A, B, C, D) without any of them having to precede another.

These internal options do not prevent the Employee from filing a complaint through other avenues such as provincial Human Rights Commissions or law enforcement agencies.

Regardless of the option selected, an employee who believes that they have been subjected to harassing behavior is encouraged to carefully record details of the incident including the date and time of the incident, the nature of the incident, and names of people who may have been witnesses. All complaints must be filed within a reasonable period of time following the incident(s).

Option A:

A person subjected to workplace harassment may elect to let their objections to the behaviour be known to the harasser, directly or with the assistance of a third party (supervisor, Human Resources Officer, or Union Representative, etc.).

Option B:

At any point, the complainant may choose to file an informal complaint that outlines the particulars of the

allegations to either their immediate supervisor, the Human Resources Officer, or a Union Representative.

Option C:

Formal complaint should be presented to the employee's supervisor or the Human Resources Officer (grievance officer) in writing. If the supervisor or grievance officer is the alleged harasser, the complaint can be presented to any other member of Management, the Vice Chair or the Chair. All unionized employees have the right to report complaints through their Union representatives.

If a formal complaint is made, the employee who is accused of wrongdoing ("the respondent") will:

- be informed of the complaint;
- be given a written statement of the official allegations, and be asked to respond;
- be expected to co-operate and may have a person of their choice accompany them during the process, or appoint someone to represent them in the process;
- be informed about the progress of the complaint;
- be informed of the findings of the investigation

All those directly involved will co-operate in the investigation of complaints and efforts to resolve them. All information related to complaints is confidential.

To ensure ongoing emotional support for those involved in the process, it is strongly recommended that individuals who are eligible make use of the Employee Assistance Program.

The Council will make arrangements, balancing the rights of the complainant and the respondent, so neither have to interact with the other or be in the same space while the complaint is resolved.

If an allegation of harassment is made against a non-employee contractor, the Council shall contact the authorized representatives of the contractor and inform them of the allegations made against their employee and take appropriate action to ensure that employees are not subjected to further harassment.

What to do if you are an employee who is accused of harassment

If a complaint is made about your behaviour, you will be expected to participate in the ensuing investigation. You may ask your supervisor, the Executive Director, a Union representative (if you are member of UNIFOR Local 567) or your lawyer for advice. If the investigation continues, you will be expected to co-operate.

- You will be asked to respond to the complaint and to attend any meetings discussing the complaint. You may request the assistance of a supervisor, a colleague, or a Union representative (if you are a union member) in resolving the conflict.
- A neutral third party may be asked to mediate a solution if you and the complainant agree.
- You will be advised that a complaint has been filed and to refrain from discussing the complaint with anyone other than those conducting the investigation.

Withdrawing a Complaint

A complainant may decide to withdraw a complaint at any point in the process. However, The Council may be required to investigate the complaint to comply with its legal obligations under Human Rights legislation.

Option D:

In this case, follow the procedure outlined in Article 12 of the Collective Agreement, and attached to this policy (Appendix).

All reports of workplace harassment will be taken seriously and will be documented. If the allegations constitute a violation of this Policy, they will be investigated. The form of investigation will depend on the circumstances and may involve appropriate law enforcement, or other competent person, including a third party investigator in options C and D, as determined by the Council, taking into consideration the nature of the workplace harassment and the concerns of employee(s) who experienced the workplace harassment, and the nature of the organization.

1. Upon receipt of a formal complaint of workplace harassment, the Council will assign an investigator. The complainant and/or the respondent may request the employer to assign an external third party investigator. This in addition to compliance to the regulation that an inspector for the Ministry of Labour has the power to order an employer to conduct an investigation by an impartial third party.
2. The investigation will include the following:
 - a. Interviewing the complainant and the respondent as soon as possible;
 - b. Interviewing any witnesses;

- c. Documenting the interviews and having the notes from each discussion read and signed by the interviewee to confirm accuracy;
 - d. Advising all persons interviewed to refrain from discussing the complaint;
 - e. Gathering documents and other evidence.
3. The complainant and respondent will be informed of the status of the investigation, encouraging confidentiality regarding the incident, process and outcome.
4. The investigator may make a finding of:
 - a. sufficient evidence to support a finding of violation of this Policy,
 - b. insufficient evidence to support a finding of violation of this Policy, or
 - c. no violation of this Policy.
5. The investigator will prepare a written report of their findings, and forward that report to the Executive Director, who will determine whether any action is required. If the Executive Director is the respondent in the incident, or if the complaint process takes place at a time when there is no Executive Director, the report will be sent to the Vice Chair.
6. The Executive Director (or Vice Chair) will make a decision whether to dismiss or act upon the report from the investigator.
7. The Executive Director (or Vice Chair) will inform the complainant and the respondent, in writing, of the result of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation.

Right to Appeal

Either or both the complainant and/or respondent may file a letter of appeal with the Executive Director of the Council, or the Vice Chair if the Executive Director is the respondent. The appeal must be made in writing and submitted within 10 business days from the date of receipt of the official decision on the original complaint.

When a union member is involved, the Union will be informed of any corrective action taken in respect of a unionized employee. Discussions related to general and/or outstanding health and safety-related issues could take place at a Joint Consultation Committee meeting, but information obtained during an investigation of workplace violence or harassment, including identifying information, will not be disclosed unless necessary.

If complainant or respondent are Union members, they have the right to request Union representation.

GENERAL

Prevention

All those to whom the policy applies are obligated to follow policies and procedures aimed at ensuring a positive work environment. There is a duty upon all to prevent harassment and violence by discouraging inappropriate activities and by reporting incidents as described in this policy.

Harassment by chapter activist, member or supporter of the Council, or a member of the general public. Any employee that feels harassed by a chapter activist, member or supporter of the Council or a member of the general public should stop communications with the alleged harasser and report the incident to their supervisor. No employee will be forced to deal with an aggressive member of the public as part of their duties either by phone or in person.

Time Limit

There is no time limit for filing complaints; however, it is strongly advised that complaints be presented as soon as possible after the alleged harassment in order to facilitate the investigation process.

Confidentiality and Privacy

Individual privacy and confidentiality are basic principles underlying all parts of the process. All those involved in a complaint will keep all information confidential except as necessary to investigate the complaint or take disciplinary action related to the complaint, or as required by law. The Employer shall not disclose more personal information than is reasonably necessary to protect the employee from physical injury.

Any individual who becomes aware of an incident of harassment should not disclose the details of the incident to any third party except in accordance with this policy. Gossiping about an incident seriously undermines the privacy of all parties involved and will not be tolerated. Those with questions or concerns about an incident should speak to their immediate supervisor or Human Resources.

In compliance with the law, information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective action with respect to the incident or complaint, or is otherwise required by law.

Conflict of Interest

The people involved in the harassment resolution process must be objective and free of conflicts of interest.

No Retaliation

Every individual covered by this policy has a right to carry out any of the following actions without fear of retaliation. A person may:

- file a harassment complaint;
- participate in or cooperate with an investigation;
- provide information relevant to the complaint;
- act in any designated role under the policy and procedure.

Retaliation is prohibited against anyone who, in good faith, reports a possible violation of the workplace harassment policy or cooperated in an employer-led investigation.

Anyone who retaliates, directly or indirectly, in any way against a person who in good faith has complained of workplace harassment or workplace violence, participated in a workplace harassment or workplace violence investigation, or been found to have harassed another person, will themselves be subject to disciplinary action up to and including termination.

Unsubstantiated Complaints

If an individual, in good faith, files a workplace harassment complaint that is not supported by evidence gathered during an investigation, that complaint will be dismissed, and no record of it will be put in either the complainant's or the respondent's file.

Malicious/Bad Faith Complaints

If the complaint is made maliciously or in bad faith, the complainant will be subject to the same disciplinary process as that of a respondent. Remedies for the person falsely accused may include steps to restore lost reputation, and any of the remedies that are available in a case of harassment.

Implementation

The implementation steps will include:

1. The policy will be distributed to all those to whom the policy applies
2. Human Resources will provide a copy of the policy to all new employees, volunteers and interns during their orientation and provide them with an overview of the policy.
3. The policy will be added to the Staff Manual.
4. This policy will be posted in each work location
5. The Executive Director will provide members of the board of directors with a copy of the policy.

Responsibilities

Employees, volunteers, interns and board members are expected to:

- Act respectfully towards other individuals while at work and while participating in any work-related activity;
- Report to their supervisor, the Human Resources Officer and/or the Executive Director, in writing, any incident of workplace harassment that they have knowledge of;
- Understand and comply with this Policy and all related procedures;
- Co-operate with any efforts to investigate and resolve matters arising under this Policy; and

- Participate in education and training programs and be able to respond appropriately to any incident of workplace harassment as established in the program

Management employees are expected to:

- Ensure training and education of all employees with respect to this Policy;
- Promote a harassment free working environment;
- Review all reports of harassment in a prompt, objective and sensitive manner, respecting the privacy of all concerned as much as possible; and
- Facilitate medical attention and appropriate support for all those either directly or indirectly involved in a workplace incident.

Record Keeping

The documents corresponding to any investigation will be kept on file in a secure location, separate from any employee's personnel files, for as long as necessary. Records of any remedial action taken will be placed in the appropriate employee's personnel file.

Monitor and Review

The Council will review this Policy and the effectiveness of its workplace violence and workplace harassment

prevention measures at least every year and after any critical incident of violence or harassment in the workplace.

Acknowledgment

I have read, understood and agree to abide by the terms of this Workplace Harassment Policy.

Employee Signature

Date of Signature

STAFF TRAINING POLICY

THE COUNCIL OF CANADIANS PHILOSOPHY

The Council of Canadians recognizes it is of mutual benefit to foster the professional growth and development of its employees through continuous learning and the provision of staff training and professional development opportunities. The Council of Canadians supports the development of its employees through the provision of staff training activities initiated by The Council and financial contributions that support professional development activities initiated by the employee.

GOAL

The goal of the Staff Training Policy is to provide training to employees to perform their current jobs more effectively to meet current and future organizational needs. This type of training may address skills gaps due to:

- Current job has change/expanded (introduction of new systems or responsibilities).
- Performance not meeting expectations

SCOPE

This policy applies to all permanent employees who have completed their initial probation period.

STAFF TRAINING BUDGET

The Staff Training budget is managed by the Employer or their designate. The budget is created annually as part of The Council's overall operational budget for the year and determined by overall organizational training needs.

DEFINITIONS

Staff Training

Courses or programs that assist employees to further their work-related skills are the responsibility of the Employer under the Collective Agreement. These may enhance an employee's capacity to:

- fulfill their current job requirements (e.g. project management, public speaking, minute taking, accounting, time management, etc.), and
- prepare for additional assignments related to their current positions (e.g. introduction of a new financial system and revised responsibilities,).

Any training or development activities undertaken *at the request* of the Employer will be considered *Staff Training*.

French Language Training:

The Council of Canadians recognizes it is beneficial for both the organization and employees to support French language training. French language training will be considered "professional development" for the purpose of this policy, except where bilingualism is a job requirement as per the position description.

However, in exceptional cases where increasing French language proficiency becomes a requirement of a job due to a specific project, event or campaign, the application would be considered under "staff training" instead of "professional development". These exceptional cases will be evaluated and approved by the Employer. In these circumstances and whenever possible the training will be scheduled during working hours.

Consideration will be given to other language training as well, in accordance with operational needs and the provisions outlined in the Staff Training and Professional Development policies.

PROCEDURES:

Application/Approval process

- Directors initiate staff training for their employees by presenting the Staff Training Application Form.
- An employee who wishes to initiate a staff training request may do so by discussing it with their director and preparing a Staff Training Application Form (see HR).
- Applications may be received at any time.
- A reminder about staff training applications will be provided to employees once a year at their annual review.
- Directors will make recommendations to the employer for approval of staff training applications.
- All staff training activities must be approved in advance by the Employer or their designate.
- Approval of any staff training application will include a discussion between the employee and their Director of the impact and reason for the training, and in case the course is given out of the normal working schedule the employee shall agree in advance to participate in the course according to their availability. The results of this discussion shall be agreed upon in writing in the Staff Training Form and signed by both Parties.
- Employees are required to complete a Staff Training Evaluation Form upon completion of any activity to assist The Council in determining lessons learned and setting future directions.

Criteria for Approval

Director's recommendations for approval of staff training applications should be guided by the following criteria:

- the proposed activity must correspond to the definition of staff training and be directly related to the employee's assigned job responsibilities;
- proposed activities related to staff training needs and recommendations identified in the annual performance review take precedence over any other proposed activity;
- availability of funds.

Allowable Expenses

- In accordance with the Collective Agreement, the Employer will cover all the employee's costs for approved staff training, including transportation and accommodation if required.
- Payment of staff training costs, whenever possible, will be made directly to the vendor by The Council of Canadians. When this is not possible, the employee will be reimbursed upon the submission of receipts.

Leave

An employee will suffer no loss in pay, benefits or seniority in relation to their regularly scheduled hours as a result of approved staff training.

Whenever possible training will occur during regular working hours.

Time spent on approved staff training will be considered regular hours worked for the purposes of determining overtime in accordance with Article 24.1 of the Collective Agreement.

When the course is given out of the normal working schedule the employee shall agree in advance to participate in the course according to his availability.

ROLES AND RESPONSIBILITIES

The Employer:

- ensures that employees have a clear understanding and sufficient information about The Council's Staff Training Policy;
- ensures that financial resources are budgeted annually to support implementation of the policy;
- reviews the annual overview report of staff training needs prepared by Human Resources;
- participates through the Labour Management Committee in the annual evaluation of the Staff Training Policy.

Human Resources

- develops an overview report for the Employer concerning staff training needs for Council staff individually and as a whole annually by reviewing Employee Annual Reviews in advance of the budget cycle;
- ensures reminders and information about staff training (including a reminder that proposed activities identified in the Annual Review Process take precedence over any other proposed activity) are provided to employees once a year at their Annual Review;
- prepares and circulates an annual report on the use of staff training with input from the Labour Management Committee;
- oversees approved expenditures;
- provides and collects Staff Training Application and Evaluation Forms.

Directors:

- provide information to the Employer about their employees training needs in the Annual Review and when required to determine the annual budget;
- encourage staff training among their team;
- ensure discussion of individual employee staff training needs in the annual review process;
- facilitate and recommend staff training applications from team employees.

Employees:

- identify and discuss staff training needs with their director during the annual review process and at other times if applicable;
- initiate staff training applications using this policy's guidelines and mechanisms;
- prepare and submit a Staff Training Evaluation Form upon completion of any activity to assist the Council in determining lessons learned and setting future directions.
- present proof of completion of the course (course certificate, academic records or any other document that proves participation and completion of the course such as a letter of the instructor attesting course completion).

MONITORING AND EVALUATION

This policy will be subject to an annual evaluation through the Labour Management Committee within four (4) weeks of the anniversary date of the signing of the Collective Agreement.

LETTER OF UNDERSTANDING

Between

The Council of Canadians (“the Council”)

And

Unifor Local 567 (“the Union”)

RE: IMPLEMENTATION OF A NEW VACATION YEAR

Whereas the Employer has proposed to alter the current vacation year from employee hire anniversary to a universal date, January 1, for all employees and;

The Parties therefore, without precedent or prejudice to any other matter, agree to the following:

1. The Employer will shift the vacation year to January 1 – December 31 for all employees. 2022 will be year one of the implementation and will be a “transition year.”
2. On December 31, 2021, the Employer will roll-over all existing vacation for every staff member.
3. The Employer will meet with each of these staff to confirm a vacation plan that allows the employees to use their excess vacation. The plan will be mutually agreed to and every effort will be made to accommodate employee’s preferred times. The Employer will not unreasonably deny vacation and will provide adequate opportunity for employees to use the excessive vacation amounts. Those employees with excessive vacation will use all excessive vacation days by December 31, 2022.
4. The planning of excessive vacation hours can begin on or after the date this letter is signed, and should be confirmed by April 30, 2022. By March 31st each year, the Employer will provide each employee with their vacation status and request that employees indicate their requested vacation by April 30th
5. Employees wishing to alter their vacation plan must do so in discussion with the Employer.
6. On December 31, 2022, the Employer will revert to the negotiated roll-over amount, rolling over up to seventy (70) hours for employees with seventy (70) hours or more vacation banked. 2023 will be the first year of the finalized system.

7. This LOU postpones the implementation of the Employer's estoppel notice issued August 5, 2020.
8. Employees with more than seventy (70) hours banked as of December 31, 2022, will then lose any excess hours.
9. Any employees hired on or after the signing of this letter, will automatically be incorporated into the new system, will accrue vacation normally, and will only be able to roll-over seventy (70) hours each December 31st.
10. Any issue with the system can be handled through JCC or as per **Article 12 (Grievance Process)**.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING

Between

The Council of Canadians (“the Council”)

And

Unifor Local 567 (“the Union”)

RE: HARDSHIP FUND

The Council of Canadians agrees to establish a hardship fund to provide relief and support to members of the bargaining unit during an emergency situation that imposes temporary and unforeseen financial hardship on the individual.

1. The hardship fund in the amount of five thousand dollars (\$5,000.00) will be topped up on January 1st of each year to five thousand dollars (\$5,000.00) as required.
2. Approved hardship funds will be in the form of grants and not repayable.
3. The fund will be jointly administered by two (2) representatives of Unifor Local 567 and two (2) representatives of the board/management. Once named, these four (4) individuals will continue in this role unless unavoidable circumstances require a substitution.
4. The administrators will be bound by confidentiality.
5. Applicants will be required to submit a completed application form and substantiate that their hardship is an emergency in that it is unavoidable and unexpected.
6. The administrators will have the option to approve, deny or modify the amount requested.
7. Applicants will be considered for an aggregated maximum of one thousand dollars (\$1,000.00) in any calendar year.
8. Applicants will be informed of the decision to approve or deny their request within three (3) working days of application.

This letter of understanding expires with the term of this Collective Agreement.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING

Between

The Council of Canadians (“the Council”)

And

Unifor Local 567 (“the Union”)

RE: MENTAL HEALTH

The Parties agree that mental health is an important aspect of employee well-being.

Employees experiencing mental health concerns are encouraged to take advantage of the EAP program, and/or consult with their medical practitioner(s).

Where the mental health concerns come to the attention of the Employer, the employee will be supported in a collaborative, healing and non-punitive manner in accordance with the advice of a recognized medical practitioner(s) whose practice is listed under the provincial health care plan.

The Employer will also accommodate the employee in accordance with duty to accommodate legislation in the respective jurisdiction.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING
Between
The Council of Canadians (“the Council”)
And
Unifor Local 567 (“the Union”)

RE: INDIGENOUS DECOLONIZATION AND ANTI-RACISM

Purpose

The purpose of this Letter of Understanding is to foster anti-racism and decolonization values, knowledge and practices amongst the board, staff, chapters and other supporters of the organization. The Council of Canadians commits to addressing systemic racism in organizational work, as well as within the organization. It is imperative to centre the diverse and lived experiences of racialized and Indigenous individuals in decision-making related to these topics, and that this be an evolving process.

Internal work around anti-racism and decolonization should also include resources to support Black, Indigenous, and racialized employees dealing with racism within the workplace.

The Council of Canadians management, board and staff will work together to provide education to management, staff, board, and supporters on the history of Indigenous Peoples and settler colonialism in Canada, including the legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), Treaties and Indigenous rights, Indigenous law, and Indigenous–Crown relations.

A working group will be established and tasked with oversight of these and organizational objectives. This working group from its inception will include an employee selected by the bargaining unit, whose time related to working group meetings will be considered as work time. This working group will be struck by September 30, 2021. Progress updates will be provided to the board and staff. The working group will engage with external experts to provide guidance in its work.

The working group will:

- a) ensure that the entirety of hiring processes includes effective equity mechanisms to be reviewed by this working group.
- b) provide ongoing training for all board members, management, staff and members on relevant topics related to anti-racism and decolonization.
- c) evaluate all policies, procedures, and programs to ensure they align with the values stated above.
- d) implement changes as required to address gaps identified through the evaluation processes in (c) above.

In addition, anti-racism and decolonization will be a standing agenda item at JCC meetings between the Employer and Unifor 567 for the term of this Agreement.

The Employer and staff are accountable for implementing the recommendations of the working group, and encouraging adherence.

Dated: _____ Signed: _____

For the Council

For the Union

LETTER OF UNDERSTANDING
Between
The Council of Canadians (“the Council”)
And
Unifor Local 567 (“the Union”)

RE: TAX FORMS

Recognizing that the Council of Canadians headquarters office in Ottawa is the primary workplace for most employees, the Employer will provide appropriate tax forms in accordance with applicable legislation for employees working at home, as follows:

1. Employees who are required to work remotely will be issued the appropriate tax forms indicating they are required to work at home. This group is limited to the staff who are not provided with an office-based workplace. These employees are also entitled to honorariums of fifty dollars (\$50.00) per month to offset expenses as per practice.
2. Employees who are authorized to work remotely will be issued the appropriate tax forms upon written request to the Director of Finance, but shall not be entitled to honorariums.
3. Employees who work from home either partially or fully during the COVID 19 pandemic, or similar periods under public health advisories, will have the option of applying for federal deductions as permitted by the Canadian Revenue Agency without documentation or issued appropriate tax forms upon written request to the Director of Finance.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING

Between

The Council of Canadians (“the Council”)

And

Unifor Local 567 (“the Union”)

RE: REMOTE WORK ARRANGEMENTS

The Council of Canadians provides office work-space for most employees. The Parties agree that some of these employees have been authorized to work remotely, and as a consequence of this remote work arrangement may have work-related expenses.

To ensure clarity and uniformity around the Council’s practices regarding remote work arrangements, the JCC will consider the following matters for these circumstances:

1. Honorariums or reimbursement of expenditures for equipment or services such as enhanced internet;
2. Circumstances for the provision of tax forms for “working from home”;
3. Travel costs;
4. Per diems; and
5. Other related matters.

Should the JCC be unable to resolve these matters by June 1, 2022, the Parties will reconvene to resolve the outstanding issues.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING

**Between
The Council of Canadians (“the Council”)
and
Unifor Local 567 (“the Union”)**

Re: PILOT PROJECT - COMPRESSED WORK WEEK NINE-DAY FORTNIGHT

The Parties agree to conduct a pilot project on an optional nine-day fortnight schedule as follows:

Duration: September 8, 2023 to June 30, 2024

Oversight and Evaluation: Labour Management Committee (LMC)

Principles:

- a) The normally scheduled seventy (70) hours over each two (2) weeks will be compressed into nine (9) days worked instead of ten (10), with neither loss nor gain in total hours worked or compensation, and at no cost to the Council.
- b) Accordingly, the daily schedule will be adjusted to 7 hours and 47 minutes per day, and rounded down to 7 hours and 45 minutes per day for practical application.
- c) Participation is optional, with each employee indicating prior to September 8, 2023, and again by January 31, 2024 of their choice to either participate in the compressed schedule or continue to work seventy (70) hours over ten (10) days.
- d) All participants in the pilot project will be scheduled with the same day off in each two (2) week cycle.
- e) The compressed work day of 7 hours and 45 minutes, for those participating, will be “a day” for the application of vacation, sick or other days identified in the collective agreement.
- f) Permanent Part-Time Employees may participate on a pro-rated basis, and will be consulted regarding the application of a compressed schedule.
- g) Term Employees with appointments of three (3) months or longer are also eligible to participate.

Considerations for the evaluation of the pilot project will include impacts on satisfaction, achieving work and organizational goals, scheduling other time off and other factors identified by the LMC.

Dated: _____

Signed:

For the Council

For the Union

LETTER OF UNDERSTANDING

**Between
The Council of Canadians (“the Council”)
and
Unifor Local 567 (“the Union”)**

Re: PANDEMIC RESPONSES

The Employer agrees to comply with protocols established by the Joint Health and Safety Committee regarding pandemic responses.

Dated: _____

Signed:

For the Council

For the Union