

**COLLECTIVE AGREEMENT**

**MILITARY FAMILY RESOURCE CENTRE (LONDON) INC.**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

RECEIVED  
FEB 10 2006

**Expiring: March 31, 2007**

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## **COLLECTIVE AGREEMENT**

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of January, 2005.

**BETWEEN:**

**MILITARY FAMILY RESOURCE CENTRE (LONDON) INC.**

(hereinafter called the “Employer”)

OF THE FIRST PART

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175**

(hereinafter called the “Union”)

OF THE SECOND PART

### **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to:

- (1) establish mutually satisfactory relations between the Employer and the employees concerned;
- (2) to provide a method for the prompt and equitable disposition of grievances; and
- (3) to establish and maintain satisfactory working conditions, hours of work and wages for all Employees subject to the provisions of the Agreement;

without interfering with the operation of the Employer’s services to its clients.

### **ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Military Family Resource Centre (London) Inc., Wolseley Barracks, 750 Elizabeth Street, London, Ontario, excluding Supervisors and those above the rank of Supervisor.

- 2.02 Wherever the term “Employee” or “Employees” is used in the Agreement, it shall be deemed to include females and males. Similarly, when the feminine pronoun is substituted for the term “Employee” or “Employees” it shall be deemed to refer to males as well as females.

### **ARTICLE 3 - INTERPRETATION AND DEFINITIONS**

3.01 For the purposes of this Agreement:

- (1) “Full-time Employee” means an Employee who has completed her probationary period and is normally employed for twenty-seven (27) or more hours per week;
- (2) “Part-time Employee” means an Employee who has completed her probationary period and is normally employed for less than twenty-seven (27) hours per week;
- (3) “Temporary Employee” means an Employee who has been hired to work on a special or pilot project, which project shall not exceed nine (9) months in length. An extension to the length of the project may be mutually agreed upon by the Union and the Employer, such agreement not to be unreasonably withheld.
- (4) “Term Employee” means an Employee who has been hired for a specific term of employment, such as a maternity leave, parental leave or an extended sick or personal leave.
- (5) “Basic Pay” is the Employee’s normal remuneration as outlined in Article 24 herein.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The Union recognizes and acknowledges that, subject to the terms of this collective agreement, the management of the operations and directions of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (1) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees. Such rules and regulations, policies and procedures shall be distributed to all Employees and the Union;
- (2) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, re-call or retire Employees at the retirement age of sixty-five (65) and select Employees for positions excluded from the bargaining unit;
- (3) establish and administer tests for the purpose of assisting the Employer to determine the qualifications of applicants for a position;

- (4) require medical documentation for health and safety reasons or to support benefit claims under the Agreement or pursuant to insurance policies maintained by the Employer;
  - (5) determine the location of operations and their expansion or curtailment, the schedule of operations, the number of shifts, job content, quality and quantity standards, determine the qualifications of an Employee to perform any particular job, and to decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked:
  - (6) discipline or discharge Employees for just cause;
  - (7) determine the language requirements for any position, provided it does not result in the lay-off of any present staff.
- 4.02 Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 4.03 The Employer shall exercise its rights under this Agreement in a manner consistent with the provisions of this Agreement.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee by reason of age, marital status, sex, race, creed, colour, national origin, religious affiliation, disability, sexual orientation, or by reason of Union membership and activity or lack thereof. It is understood that the prohibition against discrimination on the basis of age shall not restrict the Employer's right to establish policies respecting mandatory retirement for those having reach sixty-five (65) years of age.

#### **ARTICLE 6 - STRIKES AND LOCK-OUTS**

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

- 6.02 The Union agrees that no such strike or slow-down shall be directly or indirectly authorized, instigated, aided, condoned or tolerated by the Union. Should such a strike or slow-down occur during the life of this Agreement, the Union shall, on notification by the Company, immediately repudiate any such action whatsoever by any group or number of Employees and shall declare that any picket line set up in connection therewith is illegal and not binding on the members of the Union or other persons.

#### ARTICLE 7 • PAYMENT OF UNION DUES

- 7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the weekly membership dues established by the bargaining agent from the pay of Full-time and Part-time Employees in the bargaining unit.
- 7.02 The Employer agrees to deduct from the monthly payroll of all persons who are members of the bargaining unit an amount equivalent to the dues and initiation fees prescribed by the Union. The Employer agrees to remit the amount of dues and initiation fees together with a record and social insurance number of those from whom said paid deductions have been made to the Secretary-Treasurer of the local Union by the fifteenth (15th) day of the month following the month in which the dues and initiation fees were deducted. It is the Employer's responsibility to inform all new Employees covered by the Agreement of the amount of union dues and initiation fees which will be deducted monthly. It is the Union's responsibility to advise the Employer of any change in the dues and initiation fees schedule at least one (1) month in advance in writing.
- 7.03 The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (**remit@ufcw175.com**) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Employer will provide the following information as known to the Employer:
- (1) S.I.N.
  - (2) Employee number if applicable
  - (3) Full name (Last/First/Initials)
  - (4) Full address, including City and Postal Code
  - (5) Telephone number (including area code)
  - (6) Date of hire
  - (7) Rate of pay
  - (8) Classification

- (9) Full-time or part-time designation
  - (10) Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five columns for reporting
  - (11) Total dues deducted
  - (12) Back dues owing
  - (13) Vacation pay breakdown of dues owing
  - (14) Initiation fees deducted
  - (15) Total Initiation fees deducted
- 7.04 The Union shall hold the Employer harmless with respect to all dues and initiation fees so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.
- 7.05 The Employer will include a reference to union dues and initiation fees deductions to each Employee's T4 slip at the end of the year for the purpose of tax deductions.

**ARTICLE 8**  
**UNION SECURITY AND APPOINTMENT**  
**OF STEWARDS/NEGOTIATION COMMITTEE**

- 8.01 The Union agrees that, except as provided for in this agreement, there shall be no Union activity on the Employer's premises during the Employees' working hours except by agreement with the Employer.
- 8.02 Authorized representatives of the Union shall be permitted to enter the premises of the Military Family Resource Centre (London) at reasonable times for the purpose of conducting Union business provided that a minimum of two hours telephone notice is given to the Executive Director, or her designate, and that any such visit does not interfere with the efficient functioning of the Employer's services. Entry shall not be refused unreasonably.
- 8.03 The Employer recognizes the right of the Union to elect or appoint one (1) Steward for the purpose of assisting other Employees in the processing and presentation of grievances: The Steward must have completed her probationary period.
- 8.04 The Union shall, at all times, keep the Employer notified, in writing, of the name of the Employee acting in the capacity of Steward.
- 8.05 The Employer recognizes the right of the Union to elect or appoint one (1) Employee to a Negotiating Committee.

- 8.06 The Union shall, at all times, keep the Employer notified, in writing, of the name of the Employee elected or appointed to the Negotiating Committee.
- 8.07 It is clearly understood that a Negotiating Committee is a separate entity from the Stewards (Grievance Committee) and that it will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement at the proper time. **The Employer will pay one hundred percent (100%) of the wages of the Negotiating Committee for these Negotiations. The Employer will pay the cost of the meeting rooms for these Negotiations.**
- 8.08 The privilege of Stewards and members of the Negotiating Committee to leave their work without loss of basic pay to attend Union business is granted on the following conditions:
- (1) such business must be between the Union and the Employer;
  - (2) the time shall be devoted to the prompt handling of necessary Union business;
  - (3) the committee members concerned shall obtain the permission of the Executive Director or her designate before leaving their work and such permission shall not be unreasonably withheld; and
  - (4) the Employer reserves the right to limit such time if it deems the time taken or requested to be excessive.
- 8.09 When an Employee is to be disciplined a Steward shall be present unless otherwise requested by the Employee.
- 8.10 It is understood and agreed that either party may be represented or assisted by an outside representative at any meeting of the parties.

### **ARTICLE 9 - HOURS OF WORK**

- 9.01 This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 9.02 The normal hours of work for all Full-time Employees shall be made up of seven and one-half (**7.5**) hours per day, thirty-seven and one-half (**37.5**) hours per week, scheduled between 0800 to 2100.
- 9.03 For the purposes of 9.02 above, the one (1) week period shall be defined as from 0001 hours Monday to 2400 hours Sunday of each week.

- 9.04 (1) All Full-time Employees are entitled to a one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods per work day, which shall not be combined.
- (2) An employee may amend her work schedule twice per year for either the summer months or the school year to extend her one-half (1/2) hour unpaid lunch break to a one hour unpaid lunch break (an "extended lunch break") provided that:
- (a) she extends each working day by one-half (1/2) hour by either starting earlier or staying later, but not a combination of the two;
  - (b) she advises the Executive Director or her designate of her decision to amend her work schedule to include an extended lunch break by either June 1 for the summer months or September 1 for the school year; and
  - (c) her amended schedule remains in effect for a minimum of two months in the event the schedule is amended for the summer months or nine (9) months in the event the schedule is amended for the school year.
- 9.05 **All** Part-time Employees working less than seven and one-half (7.5) hours per day are entitled to one (1) paid fifteen (15) minute paid rest period after four (4) consecutive hours of work and one-half (1/2) hour unpaid lunch break after five (5) consecutive hours of work. When the Part-time Employee's work day exceeds five (5) consecutive hours of work, she is entitled to an additional paid fifteen (15) minute rest period to be scheduled at the discretion of their immediate supervisor.
- 9.06 Each Full-time Employee may be scheduled to work **up** to one evening shift per week. The evening shift will begin at 1230 and end at 2100, with a one-hour unpaid dinner break between 1730 and 1830 and two paid 15-minute breaks.
- 9.07 (1) Each Full-time Employee may be scheduled to work up to one weekend shift per month on either a Saturday or Sunday **in accordance with programming needs.**
- (2) An Employee working a weekend shift will be entitled to be scheduled for two consecutive days off. For example, if she works on Saturday, she will normally have Sunday **and** Monday off and if she works on Sunday, she will normally have Friday and Saturday off, unless the parties agree otherwise.

### **ARTICLE 10 - OVERTIME**

- 10.01 Except in the case of emergency, all overtime shall be authorized and approved in advance by the Executive Director or her designate.
- 10.02 When a Full-time **or Part-time Employee** is authorized to work in excess of seventy-five (75) hours in any two week period, she shall be granted compensatory time off at the rate of one and one-half (1 ½) hours off for each hour worked in excess of seventy-five (75) hours.



- 10.03 When a Part-time Employee is authorized to work in excess of forty-five **(45)** hours in any two-week work period, she shall be granted compensatory time off at the rate of one (1) hour for each hour worked in excess of forty-five (45) hours.
- 10.04 Subject to approval in writing by the Executive Director and subject to operational requirements, all compensatory time off shall be taken in periods of no more than three (3) consecutive days. The Employee shall request compensatory time off in writing to the Executive Director at least one (1) week in advance of the date on which she wishes to take the compensatory time off. This requirement may be waived at the sole discretion of the Executive Director.
- 10.05 Compensatory time off must be taken within **ninety (90) days** of being earned. Failure to do so will result in the earned time being paid out at one and one half times the Employee's hourly rate on the next regular pay day. **[see letter of understanding]**
- 10.06 An employee may reserve the right to accrue up to three (3) days of compensatory time off time (**22.5** hours) to be used only between Boxing Day and New Year's Eve. If this time is not used by the end of the calendar year, it shall be paid out in accordance with Article 10.

#### **ARTICLE 11 - PAID HOLIDAYS**

- 11.01 For the purposes of this Agreement, the following days will be recognized as paid general holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Ontario Civic Holiday
- Labour Day
- Remembrance Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

From 1200 to the end of the work day on Christmas Eve and New Years Eve.

- 11.02 Each year, one Full-time Employee shall be entitled to take the time between Boxing Day and New Years Day ("the Christmas break") off. If she has accrued compensatory time off in accordance with Article 10, this accrued time will be used. Any days not covered by accrued compensatory time off must be taken from the Employee's available vacation days. Employees shall be entitled to take the Christmas break off in rotating order.

11.03 Employees are entitled to the paid holidays listed above when they:

- (1) have worked the scheduled work day prior to the holiday or day designated as such and the scheduled work day after the holiday or day designated as such, unless the failure to do so is due to a provable personal injury or illness;
- (2) are not on authorized leave of absence without pay.

11.04 An employee who is entitled to a paid holiday and is required to work on that holiday will be:

- (1) paid at the rate of one and one-half (1½) times her regular rate for the hours worked in addition to her regular wages for the day; or
- (2) paid at the rate of one and one-half (1½) times her regular rate for the hours worked and given a holiday with pay at some other time convenient to the Employer.

11.05 Where a designated holiday falls on a day that is a non-working day for an Employee, the Employee is entitled to and shall be granted a day off with pay at a time convenient to her and the Employer.

11.06 When an employee is not entitled to a paid holiday and she is required to work on a designated holiday, she will be paid out at one and one-half (1½) times her regular rate.

**11.07 Full-time employees are entitled to two paid float days off to be taken at a time mutually convenient to the Employer and the employee. Entitlement to these float days will be effective April 1<sup>st</sup> of each year. There will be no cash value to these float days and entitlement will not be carried over from one year to the next.**

## ARTICLE 12 - VACATIONS

12.01 Vacation time and vacation pay will be provided on the following basis:

<b>Years of Service as of April 1<sup>st</sup> Each Year</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
Less than one year	1.25 working days for complete month worked to a maximum of fifteen (15)	six (6%) percent of gross earnings
Second to Ninth Year	Twenty (20) working days	eight (8%) percent of gross earnings
Tenth year and on	Twenty-five (25) working days	ten (10%) percent of gross earnings

<b>Years of Service as of April 1<sup>st</sup> Each Year</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
Less than one year	Two weeks	four (4%) percent of gross earnings
Second and Third Year	Three weeks	six (6%) percent of gross earnings
Fourth to Ninth Year	Four weeks	eight (8%) of gross earnings
Tenth year and on	Five weeks	ten (10%) percent of gross earnings

- 12.02 Vacation time for Part-time employees is expressed in weeks to account for variation in the amount of hours worked by Part-time Employees. It is understood and agreed that Part-time Employees shall have these blocks of time free from being scheduled for work in each year.
- 12.03 By March 15<sup>th</sup> of each calendar year, the Employer shall post a vacation list. Employees shall indicate their preference for a vacation period by April 1<sup>st</sup>. By April 15<sup>th</sup>, the Executive Director or her designate shall set the vacation period, making every attempt to accommodate requests. In the event that granting all requests for a particular vacation period would adversely affect the efficient functioning of the Employer's services, seniority will determine who will be given the vacation period originally requested. Seniority shall not apply if the employee fails to make her selection by April 1<sup>st</sup>. Requests for vacation made subsequent to April 1<sup>st</sup> may be denied if granting the request would adversely affect the efficient functioning of the Employer's services.
- 12.04 Subject to Article 12.06 herein, vacation shall be calculated and taken in the fiscal year (April to March) in which it is earned.
- 12.05 If a paid holiday occurs during an Employee's vacation, the Employee will receive an additional day off in addition to her regular vacation time.
- 12.06 An Employee shall not be permitted to accumulate vacation from year to year and may not carry over any more than five (5) days of her vacation from one year to another.
- 12.07 Employees leaving their employment with the Employer for any reason shall receive payment for unused vacation credits earned to the date of termination in accordance with Article 12.01 herein. An employee who leaves her employment after having taken that year's vacation will be required to repay the Employer for any amount of vacation pay received over and above the amount earned in accordance with Article 12.01 herein.
- 12.08 (1) Subject to paragraph (2) below, where, during her vacation, an Employee is otherwise entitled to disability benefits, sick leave, or any other approved leave of absence, she shall be entitled to take her vacation with pay, or the part thereof which has been displaced, at another time or may elect to renounce her sick leave or other benefit and take a paid vacation during the period of convalescence by mutual agreement.

- (2) The adjustments referred to in paragraph (1) above shall be granted only where the Employee has provided evidence satisfactory to the Employer showing that the Employee was entitled to disability benefits, sick leave or another approved leave of absence during her vacation. For greater clarity, the Employer shall have the right, in its sole discretion, to require medical evidence in support of a request for an adjustment under paragraph (1) above.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

- 13.01 In the event of a death of a member of an Employee's immediate family (mother, father, or the spouse or common law partner of the employee's mother or father, sister, step-sister, brother, step-brother, spouse or common law partner or children of the employee's spouse or common law partner, children, grandchildren) the Employee shall be entitled to up to three (3) consecutive days off work, the last day of which shall be the day of the funeral. If the employee would normally have been at work on any of these three (3) consecutive days, she shall be paid for those working days.
- 13.02 In event of the death of an Employee's grandparent, mother-in-law, father-in-law, sister-in-law or brother-in-law, uncle, aunt, niece or nephew the Employee shall be entitled to up to two (2) consecutive days off work, the last day of which shall be the day of the funeral. If the Employee would have normally been at work on either of the two (2) consecutive days, she shall be paid for those working days.
- 13.03 Employees may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- 13.04 Part-time Employees will be granted bereavement leave contained in this Article if, immediately following the death, they are scheduled to work. The leave will be comprised of only the consecutive days scheduled to be worked and will be pro-rated to the Employee's scheduled hours.

### **ARTICLE 14 - MATERNITY/PARENTAL LEAVE**

- 14.01 The Employer agrees to provide maternity and parental leave in accordance with the *Canada Labour Code*.

### **ARTICLE 15 - COMPASSIONATE CARE LEAVE**

- 15.01 **The Employer agrees to provide compassionate care leave in accordance with the *Canada Labour Code*.**

### **ARTICLE 16 - JURY DUTY**

- 16.01 The Employer shall grant a leave of absence without loss of seniority to an Employee who serves as a juror or crown witness in any court. The Employer shall pay such Employee the difference between her basic pay and the payment she receives for jury

service or court witness, excluding payment for travelling, meals or other expenses, provided the employee presents proof of service and the amount received. Time spent by an employee required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the basic rate of pay.

### **ARTICLE 17 - PERSONAL LEAVES OF ABSENCE**

- 17.01 The Employer in its sole discretion may grant a leave of absence without pay to any Employee for legitimate personal reasons. Such leave shall not be unreasonably denied.
- 17.02 Prior to the granting of any personal leave pursuant to Article 16.01, an Employee shall use all vacation time to which she is entitled.
- 17.03 All leaves of absence shall be requested in writing not less than four (4) weeks in advance of the required leave. This requirement may be waived at the sole discretion of the Executive Director. The Executive Director shall notify the Employee in writing, at least two (2) weeks in advance of the required leave, whether or not the leave of absence has been granted.
- 17.04 Compassionate leave may be granted at the discretion of the Executive Director to an Employee to a maximum of three (3) working days per year, without pay, for reasons which are unavoidable, extraordinary or on the grounds of compassion. No leave may be taken without formal approval of the Executive Director or her designate.
- 17.05 All Full-time Employees will be entitled to fifteen (15) days of paid discretionary leave annually **and all Part-Time Employees will be entitled to five (5) days of paid discretionary leave annually** to be used to cover absences related to urgent personal matters, including but not limited to illness, injury or medical emergency or an illness, injury, medical emergency or other urgent matter concerning an individual described in s.50 of the *Employment Standards Act, 2000*, provided that:
- (1) no more than five (5) days entitlement shall be carried over from one fiscal year to the next: and
  - (2) a medical certificate may be required, at the sole discretion of the Executive Director where:
    - (a) an employee has a higher than average rate of absenteeism; or
    - (b). in any event, where an employee is absent three (3) or more consecutive days.
- 17.06 Employees who have been granted a leave of absence pursuant to **this Article** will not be considered to be laid-off and their seniority shall continue to accumulate during each absence to a maximum of three (3) months.
- 17.07 Employees who have been granted a leave of absence pursuant to **this Article** will not engage in gainful employment while on any such leave or utilize a leave of absence for

purposes other than those for which it was granted. If an Employee does engage in gainful employment while on such leave of absence or utilizes the leave of absence for purposes other than those for which it was granted, she may, at the sole discretion of the Employer, be deemed to have quit in accordance with Article 21.10.

### **ARTICLE 18 - HEALTH AND SAFETY REPRESENTATIVE**

- 18.01 The Union shall select an Employee from the bargaining unit who shall be appointed to the position of Health and Safety Representative for the workplace in accordance with the requirements of the *Canada Labour Code*.
- 18.02 The Union shall advise the Employer in writing of the name of the person so selected.

### **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 19.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitrable where the employee or the Union became aware of the circumstances giving rise to it more than seven (7) working days before the filing of the grievance.
- 19.03 It is generally understood that an Employee has no complaint or grievance until she, either directly or through the Union, has first given the Executive Director an opportunity to adjust the complaint. It is understood that a Steward may accompany an Employee at this stage.
- 19.04 If after registering the complaint with the Executive Director and such complaint is not settled within three (3) regular working days, then the following steps of the grievance procedure may be invoked:

#### **(1) STEP NO. 1**

- (a) The Employee must submit a written grievance to the Executive Director.
- (b) The grievance shall specify the Article or Articles of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought.
- (c) Such grievance must be submitted within seven (7) working days of the Employee becoming aware of the occurrence of the event which gave rise to the grievance and must be signed by the Employee claiming to be aggrieved. The Employee may be accompanied by her Steward.

- (d) The Executive Director shall submit the answer in writing within five (5) working days of the filing of the grievance at Step No: 1.

**(2) STEP NO. 2**

- (a) If the matter is not settled, then within five (5) working days of the Executive Director's reply, a Union Representative may request a meeting with the Executive Director. In such case the meeting shall be held between the Executive Director, a Union Representative and the Union Steward as soon is practicably possible but not later than ten (10) working days after the Executive Director receives notification from the Union that the meeting is desired.
- (b) If the matter is not disposed of at such a meeting, and if the Union wishes to proceed to arbitration, the Union shall, within ten (10) working days of the date of such meeting but not thereafter, deliver to the Company a notice in writing stating that it wishes to take the matter to arbitration.
- (c) The Notice to Arbitrate shall contain the name and address of the Union's Proposed Arbitrators and the remedies sought. Thereafter the parties shall confer to select an agreeable arbitrator.
- (d) **The Employer and the Union, recognizing the benefit of proper and timely disclosure prior to arbitration hearings, agree that neither party shall be entitled to raise a preliminary objection for the purpose of disposing of all or part of a grievance without a hearing on the merits unless the other party was provided with notice of the objection within ten (10) days of the delivery of the Notice to Arbitrate referred to in Articles 18.04(b) and (c) above. Without limiting the generality of the foregoing, examples of such preliminary objections include a timeliness objection by the Employer or an objection related to lack of Union representation by the Union.**

- 19.05 When a dispute involving a question of general application or interpretation occurs, or when the Union or **the** Employer has a grievance, Step 1 of this Article may be by-passed and such grievances shall be known as "policy grievances". The policy grievance procedure shall not be used for processing individual grievances.
- 19.06 When two or more Employees wish to file a grievance arising from the same incident, such grievance may be handled as a "group grievance" and shall be subject to the normal grievance procedure.
- 19.07 A claim by an employee who has successfully completed the probationary period that she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director as per Step One of the grievance procedure within five (5) working days after the former Employee ceases working for the Employer. Such grievance may be settled by mutual agreement at any time by:

- - (1) confirming the Employer's action in dismissing or suspending the employee; or
  - (2) reinstating the employee with full compensation for time lost; or
  - (3) any other arrangement which is just and equitable in the opinion of the parties.
- 19.08 It is understood and agreed that the grievor may be assisted by a Union Representative of their choice at all steps of the grievance procedure.
- 19.09 The time limits stipulated in the grievance process may be extended by mutual agreement of the Employer and the Union, provided that any such agreement shall be in writing.
- 19.10 In determining the time within which any action is to be taken in the grievance process, Saturdays, Sundays, and designated holidays shall be excluded.

### **ARTICLE 20 - ARBITRATION PROCEDURE**

- 20.01 The parties shall attempt to agree on the appointment of a sole arbitrator within ten (10) working days of the Employer receiving notice from the Union that the grievance will proceed to arbitration.
- 20.02 If the parties fail to agree upon an arbitrator within ten (10) working days of the Employer's receipt of notice that the Union wishes to proceed to arbitration, then upon request of either party the Minister of Labour of Canada may be asked to nominate an arbitrator.
- 20.03 The decision of the arbitrator shall be final and binding and enforceable on all parties, but in no event shall an arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 20.04 On consent of both parties, the arbitrator may be asked to conduct a mediation pursuant to s.60(1.2) of the *Canada Labour Code*.
- 20.05 Regardless of the manner in which a dispute proceeds to mediation or arbitration, the parties agree that, where practicable, they will proceed with all due haste.
- 20.06 On consent of both parties, a three (3) person Board of Arbitration may be appointed.
- 20.07 The compensation and expenses of a sole arbitrator shall, in all cases, be borne equally by the Employer and the Union.
- 20.08 In the event a three (3) person Board of Arbitration is appointed pursuant to Article 19.06, each party shall pay:
  - (1) the fees and expenses of its nominee to the Arbitration Board; and



- (2) one half (1/2) of the fees and expenses of the chairperson.

### **ARTICLE 21 - DISCIPLINE**

- 21.01 (1) The Employer may take disciplinary action against an employee within ten (10) working days of becoming aware of the incident giving rise to the discipline. The Employee and the Union shall then be promptly notified in writing of the disciplinary action. Any disciplinary action may be subject of a grievance.
- (2) The Employer may only discipline an employee for just cause.
- 21.02 Where the Employer serves a written warning notice to an Employee regarding her work conduct, which will become a part of the Employee's permanent record, a copy of such notice shall be handed to the Employee and another one to the Union Steward who will be present unless the Employee requests that she does not attend.
- 21.03 Notice of disciplinary action which may have been placed on the personnel file of an Employee shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken.
- 21.04 An employee shall have the right to inspect their personnel file upon giving the Employer forty-eight (48) hours advance notice.

### **ARTICLE 22 - SENIORITY**

- 22.01 Seniority for Full-time Employees is defined as the length of continuous service in the bargaining unit from the last date of hire with the Employer. A Full-time Employee who has completed her probationary period as set out in Article 21.02 shall have her name placed on a seniority list with seniority effective on the date the employee commenced work for the Employer.
- 22.02 A new Full-time Employee will be on probation and will not acquire seniority until the employee has completed a probationary period of three (3) months of employment.
- 22.03 Seniority for Part-time Employees shall be determined on the basis of actual hours worked by converting such hours into years, months and days, For the purposes of conversion, seven and one-half (7 1/2) hours shall be considered as one (1) seniority day, twenty (20) days worked shall be considered as one (1) seniority month and twelve (12) months worked shall be considered as one seniority year. A Part-time Employee who has completed her probationary period as set out in Article 21.04 shall have her name placed on a seniority list with seniority effective on the date the Employee commenced work for the Employer.

- 22.04 A new Part-time Employee will be on probation and will not acquire seniority until the Employee has completed a probationary period of three (3) months of service, regardless of the number of hours worked.
- 22.05 The dismissal for just cause of a probationary Employee shall not be the subject of a grievance.
- 22.06 The Probationary Period may be extended for any Employee by agreement between the Employer and the Union.
- 22.07 Part-time Employees shall be credited with their seniority earned as a Part-time Employee if transferred to full-time work. A Full-time Employee shall be credited with her seniority earned as a Full-time Employee if transferred to part-time work. Such Employee shall continue to accumulate seniority in accordance with Article 21.03 above.
- 22.08 Temporary and Term Employees shall not accrue seniority and shall not become Full-time or Part-time Employees unless they are the successful applicant to a posted Full-time or Part-time position and successfully complete the necessary probationary period.
- 22.09 An Employee shall lose all seniority and shall be deemed terminated if
  - (1) she resigns;
  - (2) she is discharged and the discharge is not reversed through the grievance and arbitration procedure;
  - (3) she is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
  - (4) she fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for purpose other than that for which it was granted;
  - (5) she has been laid off for twelve (12) months;
  - (6) she fails upon being notified of a recall to signify her intention to return within five (5) working days after she has received the notice of recall and fails to report to work within ten (10) working days after she has received the notice of recall;
  - (7) she has been absent from work due to illness, accident or disability in excess of fifteen (15) months unless such illness or disability is insurable under the Workplace Safety & Insurance Act, 1997, in which case an Employee shall maintain her seniority for up to twenty-four (24) months;
  - (8) she retires or is retired;
- 22.10 (1) The Employer shall maintain a separate seniority list for Full-time and Part-time Employees. The Full-time Employees list shall indicate the date on which each

Employee's service commenced. The Part-time Employees list shall indicate the total number of years, months and days of seniority held by that Employee accumulated as provided in Article 21.03 above.

- (2) The seniority list will be revised by the Employer twice annually on January 1st and July 1st of each year. A copy of the list will be posted on the Union bulletin board and a copy forwarded to the Union.
- (3) Once posted for thirty (30) days with no concerns being brought to the attention of the Employer, the list becomes final and binding.

22.11 It is understood and agreed that seniority and service are separate and distinguishable.

### **ARTICLE 23 - LAY-OFFS**

- 23.01 The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 23.02 The Employer agrees that it will discuss the scheduled lay-off with the Employees concerned and the Union as per above prior to its implementation.
- 23.03 In the event of a lay-off, senior Employees shall be entitled to preference over junior Employees, provided that the senior Employee has the skill, ability and qualifications to perform the available work. Seniority rights shall not be exercised however to displace an Employee in a higher rated classification. It is agreed that probationary and Temporary Employees will be laid off first.
- 23.04 An Employee who is subject to lay off may displace an Employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the Employee originally subject to lay-off has the necessary skill, ability and qualification to perform the work with a ten (10) day orientation period.
- 23.05 In determining the ability of an Employee to perform the work for the purposes of paragraph 22.03 and 22.04 above, the Employer shall not act in bad faith.
- 23.06 No new Employee shall be hired until laid off Employees have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so.
- 23.07 It is the sole responsibility of the Employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer, which notification shall be deemed to have been received on the second day following the date of mailing, and to return to work within ten (10) working days after being notified. The notification shall state day and

time at which the Employee shall report for work. The Employee is solely responsible for his proper address being on record with the Employer.

- 23.08 A laid off employee shall retain the rights of recall for a period of twelve (12) months from the date of lay off.

**ARTICLE 24**  
**VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS**

- 24.01 All cases of filling permanent vacancies, promotions and transfers shall be based on the following factors:

- (1) skill, ability and qualifications; and
- (2) seniority.

Where the factors in paragraph (a) are relatively equal seniority shall govern.

- 24.02 (1) When the Employer decides to fill a vacancy or a position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board mutually designated for this purpose.
- (2) This notice shall be posted for a period of not less than five (5) days.
- (3) This notice shall contain the following information:
- (a) nature of position;
  - (b) qualifications,
  - (c) required knowledge and education,
  - (d) shift, wage or salary rate or range.

- 24.03 All current Employees shall be given first consideration for the posted position. Where there are no qualified applicants from within the Unit, the Employer will consider applications from persons outside of the employ of the Employer. Each applicant will be informed in writing of the outcome of the job posting within five (5) working days of the final decision having been made. A copy will be retained by the Employer for the successful applicant's file. The applicant's letter of acceptance will also be kept on file.

- 24.04 The Union shall be notified of all appointments and recalls within five (5) working days.

- 24.05 Job postings will not be required to fill a position in a special or pilot project.

- 24.06 It is agreed that successful applicants for a posting shall not be permitted to reapply for another job for a period of **six (6)** months.

- 24.07 The Employer shall have the right to remove a successful applicant for a job within the first thirty (30) days if she is unable to perform the primary functions of the job. Any Employee who is deemed to be unable to perform the primary function of the job will revert back to her former position.

### **ARTICLE 25 - WAGES**

- 25.01 (1) Employees shall be paid for services rendered at the hourly rates of pay specified in Appendix "A" hereto.
- (2) All new employees shall, effective the date of hiring, be paid not less than the probationary rate as specified in Appendix "A" for their job category.
- (3) On promotion, an Employee shall advance at least one step on the pay scale.
- (4) Full-time **and Part-time** Employees shall receive, in addition to their hourly rate of pay, a fifteen per cent (15%) premium in lieu of benefit coverage.
- (5) The premium referred to in (4) above shall be calculated only on an Employee's regular hourly rate and shall not be payable on any increased hourly rate which may be paid to an Employee for overtime.
- (6) "Basic Pay" when used in this Agreement means, for Full-time **and Part-time** Employees, their hourly rate plus the fifteen per cent premium referred to in (4) above.
- 25.02 (1) If an employee is appointed by the Employer to temporarily perform the duties of a lower classification in the bargaining unit, she shall receive the lowest rate for the temporary position, provided that it is equal to or greater than her regular rate of pay.
- (2) If an employee is appointed by the Employer to temporarily perform the duties of a higher classification in the bargaining unit, she shall receive the lowest rate for the temporary position which is greater than her regular rate of pay.

### **ARTICLE 26 - UNION BULLETIN BOARD**

- 26.01 The Employer agrees to provide a bulletin board within a central work area for the exclusive use of the Union bulletins and materials. All such notices must be signed by an authorized representative of the Union and submitted to the Executive Director and/or her authorized representative for approval before being posted.

### **ARTICLE 27 - MEETINGS**

- 27.01 Members of the bargaining unit who are required to attend meetings called by the Employer shall be paid for such time at their basic pay.

**ARTICLE 28 - DURATION**

28.01 This collective agreement shall be effective **from January 1, 2005 to March 31, 2007** and shall continue in force from year to year thereafter unless written notice to bargain is given not more than ninety (90) days before the expiry date by the party desiring change.

On receipt of such written notice, the parties agree to meet and bargain in good faith to reach agreement on a new collective agreement.

**SIGNED** at London, Ontario, as of the date first above mentioned.

FOR **THE** UNION

FOR **THE** EMPLOYER

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**APPENDIX "A"**

<b>CLASSIFICATION BAND ONE</b>		<b>CURRENT</b>	<b>APRIL 1/05 -3%</b>	<b>APRIL 1/06-3%</b>
Examples: Clerical Support Student Workers	Probationary Rate	7.95	8.19	8.44
	Start Rate	8.37	8.62	8.88
	1 yr.	8.89	9.16	9.43
	2 yrs.	9.42	9.70	9.99
	3 yrs.	9.94	10.24	10.54
	4 yrs.	10.46	10.77	11.09
	5 yrs.	10.99	11.32	11.66

<b>CLASSIFICATION BAND TWO</b>		<b>CURRENT</b>	<b>APRIL 1/05-3%</b>	<b>APRIL 1/06-3%</b>
Examples: Administrative Assistant Information Referral Clerk	Probationary Rate	10.93	11.26	11.60
	Start Rate	11.51	11.85	12.20
	1 yr.	12.03	12.39	12.76
	2 yrs.	12.55	12.93	13.32
	3 yrs.	13.08	13.47	13.87
	4 yrs.	13.60	14.01	14.43
	5 yrs.	14.12	14.54	14.98

CLASSIFICATION <b>BAND THREE</b>		CURRENT	APRIL 1/05-3%	APRIL 1/06-3%
Examples: Co-ordinators - Quality of Life - Child & Youth - Information & Referral - Volunteer	Probationary Rate	14.41	14.84	15.28
	Start Rate	15.17	15.62	16.09
	1 yr.	15.69	16.16	16.64
	2 yrs.	16.22	16.71	17.21
	3 yrs.	16.74	17.24	17.76
	4 yrs.	17.26	17.78	18.31
	5 yrs.	17.79	18.32	18.87

Notes:

1. Start and probationary rates are based on an employee with little or no experience and minimum qualifications. Employees with experience and/or additional qualifications may be started at a higher rate of pay at the Employer's discretion.
2. Employees who, upon successful completion of their probation, will be paid at a rate higher than the start rate will be paid their anticipated start rate less 5% during the probationary period.
3. Employees will continue to receive annual increases on the anniversary date of their date of hire until such time as they reach the five-year mark on the grid.
4. Effective January 1, 2005, Dorothy Matthews, Bev Robbins and Kym Wolfe will be paid at the applicable five-year rate, which will not be effective for other employees until April 1, 2005.



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## LETTER OF UNDERSTANDING

BETWEEN:

MILITARY FAMILY RESOURCE CENTRE (LONDON) INC.

("the Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175

("the Union")

WHEREAS the parties are negotiating the terms of a new Collective Agreement ("the new Collective Agreement");

AND WHEREAS the parties agree that Article 10.04 of the current Collective Agreement which expires on December 31, 2004 ("the old Collective Agreement") has not been consistently enforced by the Employer in the past;

AND WHEREAS the parties have agreed on the terms of Article 10.05 of the new Collective Agreement and wish to provide for an orderly transition to the consistent enforcement of those terms:

NOW THEREFORE the parties agree as follows:

1. Any compensatory time off ("CTO") which has been accumulated by employees as of the end of the day on December 31, 2004 shall be used by March 31, 2005.
2. Any CTO accumulated by employees after that date shall be treated in accordance with Article 10.05 of the new Collective Agreement.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2004 at the City of London, Ontario.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE EMPLOYER

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## LETTER OF UNDERSTANDING

BETWEEN:

MILITARY FAMILY RESOURCE CENTRE (LONDON) INC.

("the Employer")

- and -

UNITED **FOOD** AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL 175

("the Union")

WHEREAS the parties are negotiating the terms of a new Collective Agreement ("the new Collective Agreement");

AND WHEREAS the parties agree to meet to discuss their pay equity obligations;

NOW THEREFORE the parties agree as follows:

1. Pay equity obligations may properly be the subject of discussions at meetings of the Labour Management Committee **as** required.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2004 at the City of London, Ontario.

\_\_\_\_\_  
FOR **THE** UNION

\_\_\_\_\_  
FOR **THE** EMPLOYER

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## LETTER OF UNDERSTANDING

BETWEEN:

MILITARY FAMILY RESOURCE CENTRE (LONDON) INC.

(“the Employer”)

• and -

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL **175**

(“the Union”)

WHEREAS the parties are negotiating the terms of a new Collective Agreement (“the new Collective Agreement”);

AND WHEREAS the parties have agreed to limit the entitlement of Part-time Employees to **5** days of paid discretionary leave pursuant to Article **17.05** of the new Collective Agreement;

NOW THEREFORE the parties agree:

1. The Employer shall pay out any accumulated discretionary leave owing to Part-time Employees on March **31, 2005** up to a maximum of **37.5** hours.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2004 at the City of London, Ontario.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE EMPLOYER

LONDON MILITARY FAMILY RESOURCE CENTRE  
FULLTIME EMPLOYEE SENIORITY LIST

As per Article 21 of the Collective Agreement, this list determines the fulltime employee's seniority status. If you have any questions or concerns please speak with your Union Steward within 30 days of this posting as per Article 21.10 (3).

NAME	EMPLOYMENT DATE	SENIORITY DATE
1. Beverly Robbins	September 9, 1998	December 9, 1998
2. Kym Wolfe	July <b>18, 2000</b>	October 18, 2000
3. Dorothy Mathews	June <b>4, 2001</b>	September 4, 2001

Posted: January **20, 2005**

LONDON MILITARY FAMILY RESOURCE CENTRE  
PARTTIME EMPLOYEE SENIORITY LIST

As per Article **21** of the Collective Agreement, this list determines the parttime employee's seniority status. If you have any questions or concerns please speak with your Union Steward within **30** days of this posting as per Article **21.10 (3)**.

NAME	EMPLOYMENT DATE	SENIORITY DATE
1. Deborah Smith	March 1, 2003	September 1, 2003
2. Kimberley Weber	September 16, 2003	December 16, 2003

Posted: January 20, 2005

29