

COLLECTIVE AGREEMENT

BETWEEN

THE ASSOCIATION OF JUSTICE COUNSEL (“Employer”)

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

COPE LOCAL 225 (“Union”)

June 24, 2021

OTTAWA, ON

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ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.01 The Employer recognizes and accepts that employees have rights to be treated fairly, professionally and with respect; and to work in a safe and healthy environment.
- 1.02 The purpose of this Agreement is to ensure harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.03 The provisions of this Agreement apply to the Employer, Employees covered by this Agreement, and the Union.

ARTICLE 2 – SCOPE

- 2.01 Subject to the Letter of Understanding attached to the end of this Agreement, the Employer recognizes the Union as the exclusive bargaining agent of all Employees of the Association of Justice Counsel in the city of Ottawa as determined by the Ontario Labour Relations Board in its decision dated September 21, 2020 save and except:
 - (a) Director of Administration Services,
 - (b) Legal Counsel/Labour Relations Officer,
 - (c) General Counsel, and
 - (d) those ranked above the position of General Counsel.
- 2.02 Present full-time positions vacated during the term of this Agreement shall not be replaced with part-time personnel.
- 2.03 Whenever the Employer increases the staffing complement of the workplace, new Employees who perform the duties generally done by members of the Bargaining Unit shall be included in the Bargaining Unit.
- 2.04 After a temporary or contract position has existed for greater than twelve (12) months, it shall be deemed permanent, subject to all other applicable clauses of this Collective Agreement, and the incumbent in that position shall receive their seniority backdated to their first day of employment with the Association of Justice Counsel.
- 2.05 It is understood that Article 2.04 does not apply when a temporary Employee is filling a temporary vacancy created by another Employee's leave of absence under Article 18 – LEAVE.
- 2.06 Persons whose jobs are not in the Bargaining Unit shall not regularly perform the duties normally assigned to members of the Bargaining Unit.

- 2.07 In the event the Parties fail to agree on whether a new position shall be included in or excluded from the Bargaining Unit, either party may refer the case to the Ontario Labour Relations Board for decision.

ARTICLE 3 – DEFINITIONS

- 3.01 "Employee" or "Employees" shall mean any person holding a permanent or limited term appointment within the Bargaining Unit.
- 3.02 "Part-time Employee" shall mean any person holding a regular appointment with the work week that is 50% or less than that of a full-time regular Employee.
- 3.03 "Casual Employee" shall mean any person hired by the Employer to work on an occasional or single project basis.
- 3.04 "Employer" shall mean the Association of Justice Counsel.
- 3.05 "Union" shall mean Canadian Office and Professional Employees (COPE) Local 225.
- 3.06 "Bargaining Unit" shall mean all Employees of the Employer covered under this Collective Agreement.
- 3.07 "Family" shall mean: father, stepfather, foster father, father-in-law, mother, stepmother, foster mother, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunt, aunt-in-law, uncle, uncle-in-law, grandparent, grandparent-in-law, grandchild, grandchild-in-law, spouse/life partner (including same sex and common law), child, stepchild, and co-parent and any person who is living in the Employee household as part of their family, or a person who stands in the place of a relative for the Employee whether or not there is any degree of consanguinity between such person and the Employee.
- 3.08 "Day" or "Days" wherever used herein shall be deemed not to include Saturdays, Sundays, paid statutory holidays observed by the Employer, and days during which the office is closed, unless otherwise stated.
- 3.09 "EI" shall mean Employment Insurance Plan.
- 3.10 "QPIP" shall mean Quebec Parent Insurance Plan.

ARTICLE 4 – RIGHTS AND PRIVILEGES

- 4.01 Except as otherwise modified by this Agreement, or where prohibited by law, Employees shall continue for the duration of this first Agreement to be entitled to all rights, benefits, privileges and working conditions they benefitted from five (5) years prior to the coming into force of this first Agreement. They may be modified, however, by mutual agreement between the parties.

ARTICLE 5 – DISCRIMINATION

- 5.01 The Employer agrees that there shall be no discrimination, restriction, harassment, reprisal (retaliation), or coercion exercised or practiced with respect to any Employee by reason of age, race, creed, colour, sex, sexual orientation, gender/gender expression, family or marital status, national or ethnic origin, political or religious affiliation, physical or mental disability, past criminal record as it relates to the job, membership or activity in the Union nor for any other reason which may, from time to time, be articulated in the Ontario Human Rights Code.
- 5.02 Employees shall not be involved in any evaluative process or supervisory role involving members of their immediate family.
- 5.03 The Parties agree that there shall be no discrimination or reprisal (retaliation) taken against any Employee who has exercised his or her rights under the Ontario Human Rights Code or any Article of this Agreement or any other legislation or law related to the rights of Employees.
- 5.04 The Employer and COPE Local 225 recognize the right of Employees to work in an environment free from all forms of harassment, including sexual and racial harassment, and agree that harassment will not be tolerated in the workplace. Grievances under this Article will be handled with all possible confidentiality.

ARTICLE 6 – UNION BUSINESS

Union Representation

- 6.01 The Employer agrees to recognize two Union stewards, selected by the Union to assist in the representation of members of the Bargaining Unit and the presentation of grievances, complaints, etc., that may arise from time to time. Stewards shall not suffer loss of pay for attending to reasonable Union duties such as filing and investigating grievances, labour-management meetings, grievance meetings, and arbitrations. The Employer will recognize two (2) Bargaining Committee members for the purposes of collective bargaining and shall not suffer loss of pay.
- 6.02 The Union shall notify the Employer in writing of the name of the Employees selected as Stewards.
- 6.03 Stewards shall be Employees who have completed their probationary period.
- 6.04 Stewards may be assisted by a representative of the Union in any of their duties.

Collective Bargaining

- 6.05 Negotiations for the renewal of this Collective Agreement shall be conducted at a time mutually agreeable to the parties. When renegotiations occur, including proceedings before a duly-appointed third party, the Employer shall grant reasonable time off without loss of pay for up to two (2) appointed representatives of the Union.

ARTICLE 7 – UNION SECURITY

- 7.01 During the term of this Agreement, the Employer will deduct monthly Union dues from the last salary payment in the month concerned from all Employees. The Employer shall forward the money so deducted to the Union not later than the fifteenth (15th) day of the month following such deductions. Such remittance shall be payable to COPE Local 225 along with a list of names of all Employees from whom dues have been deducted and the amount of dues deducted for each.
- 7.02 If no deduction is made from the wages owing to an Employee, the reason for the non-deduction shall be stated on the list. If the Employer incorrectly fails to deduct union dues from the wages owing to an employee, the Employer shall use its best efforts to make a pick-up deduction on or before the next regular dues deduction date. For the purposes of this Article, Employees are deemed to have consented to such deductions.
- 7.03 The Employer agrees to notify the Union within thirty (30) days of the new Employee being hired.
- The Employer agrees to acquaint Employees with the fact that a Collective Agreement is in effect and provide all Employees with an electronic copy of the Collective Agreement.
- 7.04 The Employer shall defend, indemnify and save harmless each Employee against damages and legal costs relating to any action or claim filed against the Employee arising out of his or her employment activities or responsibilities, or any activities or responsibilities incidental thereto, save and except in the case of dishonest, fraudulent, criminal or malicious acts, gross negligence or willful misconduct. Timely notice will be given to the Employer of any action or claim or potential or threatened action or claim of which the Employee has knowledge or might be reasonably expected to have knowledge.

Probation

- 7.05 Seniority shall be accorded to each Employee at the completion of a probationary period of (twelve) 12 months effective from the date of hire and shall continue to accumulate until the Employee voluntarily leaves or is discharged for just cause. An Employee granted leave of absence or laid off shall retain their seniority status. The probationary period may be shortened at management's discretion or extended upon written agreement by all parties for an additional period of thirty (30) days.
- 7.06 The Employer may, in its discretion, terminate the employment of a probationary Employee at any time. Such terminations shall not be arbitrary, discriminatory, or in bad faith.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.01 The Union recognizes the right of the Employer to operate and manage its business in all respects, to maintain order and efficiency, including the right to make, alter and enforce reasonable rules and regulations, which shall not be inconsistent with the terms of this Collective Agreement and to determine and exercise generally those functions which remain with the Employer except as specifically restricted by the provisions of this Agreement.

Management agrees to exercise its rights in a fair and reasonable manner. Failure to do so shall be, in itself, grounds for a grievance as defined under Article 22 – GRIEVANCE PROCEDURE.

ARTICLE 9 – SENIORITY

- 9.01 The continuous length of service of an Employee shall be the determining factor in lay-offs and recalls from lay-off, provided the Employee with the greatest seniority has the ability to perform the work required.
- 9.02 An Employee shall lose all seniority for any of the following reasons:
- (a) if he voluntarily resigns,
 - (b) if he is discharged for just cause and subsequently is not reinstated;
 - (c) if he is laid off and the time elapsed from his date of layoff exceeds one (1) year.
- 9.03 The seniority of part-time Employees shall be determined on a pro-rata basis and in accordance with the proportion of full-time hours worked.
- 9.04 Periods of leave without pay of more than 35 hours' duration, other than maternity leave, parental leave, adoption leave, injury-on-duty leave, and medically-certified illness shall not count for the calculation of seniority.
- 9.05 When two (2) or more Employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:
- (a) The Employee who commenced work at the earliest hour of the day shall be deemed to be the most senior,
 - (b) When the Employees commenced work at the same hour, seniority shall be established through a draw with both the Union and Employer present.
- 9.06 Within ten (10) days after the signing of the Agreement, and once every twelve (12) months thereafter, the Employer shall provide the Union with a seniority list including classification, rate of pay and date of hire. The seniority list shall be ordered by the Employer from the Employee with the most seniority to the Employee with the least seniority.

ARTICLE 10 – JOB POSTINGS, PROMOTIONS, AND HIRINGS

- 10.01 When the Employer decides to fill a vacancy or create a new position, either inside or outside of the Bargaining Unit, the Employer shall post the vacancy on the AJC bulletin board for a minimum period of ten (10) days and notify the Union.
- 10.02 Prior to posting a newly created position, the Employer shall provide the Union with notice. Such notice shall contain the following information;
- (a) the nature of the position and the classification or level to which the position has been assigned;
 - (b) responsibilities, duties, skills, qualifications, and experience required;
 - (c) proposed salary range for the position, where such position is a Bargaining Unit position.
- 10.03 With respect to any new positions or vacancies coming within the scope of this Agreement, Employees shall be entitled to apply for a newly created position or vacancy by means of a written application.

Filling a Vacancy

- 10.04 In filling job vacancies, where two or more Employees apply, the Employer will consider seniority, abilities, skills among the factors to be considered before awarding the position.
- 10.05 All vacancies created by a transfer, retirement, resignation and leave provided under Article 18 – LEAVE shall be, subject to operational requirements, posted within thirty (30) calendar days of the Employer learning of the vacancy. Where the Employer decides not to fill such vacancy, the Employer shall notify the Union in advance of the thirty (30) calendar-day timeline. All subsequent vacancies up to a maximum of two (2) created by this section shall also be posted on the bulletin board and a copy shall be sent to the Union.

ARTICLE 11 – WAGES AND JOB DUTIES

Pay

- 11.01 Employees shall be paid in accordance with Appendix I.
- 11.02 The Employer and Union agree to undertake all necessary steps to ensure pay equity is achieved and maintained as per the provisions of the *Pay Equity Act, 1990*.

Part-Time

- 11.03 Part-time Employees will be paid within the applicable salary range, prorated to their hours of work.

Changes in Assignment

- 11.04 Where the Employer deems it necessary to reassign duties for legitimate business reasons, they shall meet with the affected Employee to review the changes in duties and allow the Employee to provide feedback. A Union representative may accompany the Employee to such a meeting.
- 11.05 When an Employee has been assigned in an acting capacity to temporarily fill another Bargaining Unit position for five (5) consecutive days or more, they shall receive the rate of pay for that position or continue to receive their regular salary, whichever is higher.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

Hours of Work

- 12.01 The normal hours of work in a work week will consist of thirty-five (35) hours between Monday to Friday. The normal work day will consist of 7.0 hours per day which typically may be worked between the hours of 7:00 am and 6:00 pm, Monday to Friday. In making arrangements for hours of work, Employees will be permitted reasonable flexibility in the times during which they perform the work to enable them to balance work and family responsibilities.
- 12.02 The Employer shall provide Employees with an eating period of thirty (30) minutes per normal work day which is calculated as the two (2) paid fifteen-minute (15-minute) breaks. Should the Employee take breaks in excess of the fifteen-minute breaks listed in this clause, such breaks are unpaid and do not count towards hours of work requirements under Article 12.01.
- 12.03 Employees may request on an occasional or on-going basis, telework or another form of flexible work arrangement, which requests shall not be unreasonably denied by the Employer.
- In circumstances where the Employer requests that an Employee telework, the Employer is responsible to provide ergonomic equipment and any other equipment required for the Employee to fulfill their duties.
- 12.04 For each month during the life of this Agreement, an Employee required to work pre-approved overtime in excess of weekly normal hours of work shall be entitled to leave with pay calculated at the rate of time and one-half (1½).
- All overtime shall be voluntary except in cases of emergency, urgency or prescheduled organized events such as general membership meetings and Governing Council face-to-face conferences where certain Employee attendance is essential to the proper operations of the Employer. Notwithstanding the above, in the case of emergency, where a non-bargaining unit employee is able to attend to the emergency, overtime will be voluntary.

Premium Pay for Hours Worked on a Statutory Holiday

- 12.05 Employees required by the Employer to work on a statutory holiday shall be compensated at a rate of time and one-half (1.5) the Employee's regular rate and such hours shall not be counted towards weekly overtime hours.
- 12.06 The Employer shall include overtime and resulting time in lieu in its monthly leave reports that it regularly provides Employees.
- 12.07 The Employee can be paid out accrued time in lieu of overtime on request, provided the Employee submits such request to the Employer before December 1 in a given year. Such amounts will be processed with the Employee's last pay of the year.
- 12.08 Full-time Employees may request a temporary, indefinite, or permanent reduction in hours to accommodate a change in personal circumstances.
- 12.09 For the purposes of calculating hours of work, when Employees are on work-related travel, the work day shall begin at the time the Employee leaves their place of residence and shall end when they arrive at their place of accommodation or home.

ARTICLE 13 – PAID HOLIDAYS

- 13.01 For the purpose of the Agreement, the following days are recognized as paid holidays for all Employees:

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

If any of the paid holidays fall on a Saturday or Sunday, Employees shall take the next working day off with pay.

The Employer will consider shifting statutory holidays in order to accommodate Employees for religious observance reasons.

- 13.02 If any provincial or Federal statutory holidays are added during the life of this Collective Agreement, it is understood that the Employer will recognize and pay Employees for such additional statutory holidays.
- 13.03 The office of the Association of Justice Counsel shall be closed from December 24 to January 1, inclusive each calendar year. All Employees shall have this time off with full pay and benefits. The Employer reserves the right to recall Employees in cases of emergency. For the purposes of this Article, an emergency is defined as a situation where no other qualified Employee is

available to perform the required function. Such hours will be compensated at a rate of time and one-half (1.5).

- 13.04 An Employee may substitute any above holiday for other holidays which that Employee finds more religiously or culturally relevant. Should an Employee wish to substitute a paid holiday, they must notify their supervisor/manager 2 (two) weeks in advance. The Employee will work on the actual holiday. The supervisor/manager will provide direction to the Employee on what work will be completed, where required.

ARTICLE 14 – VACATION

- 14.01 Vacation leave shall accrue as follows based on accumulated seniority:

Years of Service	Vacation Days
0 years but less than 5 years	4 weeks/20 days
5 years but less than 18 years	5 weeks/25 days
18 years +	6 weeks/30 days

- 14.02 Vacation shall be scheduled in order of seniority with all Employees selecting their first two (2) weeks of vacation in order of seniority by November 30. After all Employees have scheduled their first two (2) weeks of vacation, beginning with the most senior Employee, members shall schedule all remaining vacation in order of seniority.

The vacation calendar will be posted by the Employer by December 15 for the following calendar year. Employees will have until February 28 to complete their remaining vacation selection. The Employer will post the vacation calendar by March 15. Vacation requests submitted after the deadline will be considered on a first-come-first-serve basis.

- 14.03 Employees who suffer a bereavement or becomes seriously ill requiring hospitalization while on vacation shall be entitled to exchange such vacation days used with bereavement or sick leave or personal leave days, as appropriate.

An Employee who dies, is disabled or leaves the service of the Employer and has not taken all or some of his/her vacation entitlement shall be entitled (or his/her estate) to vacation pay in lieu thereof on a pro-rated basis.

- 14.04 Each Employee shall have the opportunity to use their entire vacation entitlement in each year. Should an Employee not be able to take their vacation as scheduled due to business reasons, the Employee may rebook their vacation time within the same calendar year. Alternatively, the Employee may carry over a maximum of ten (10) vacation days to the next fiscal year.

14.05 Part-time Employees shall receive vacation as per the schedule in 14.01, prorated to their hours of work.

ARTICLE 15 – EXPENSES

15.01 The Employer will pay for all Employees' parking expenses at its head office.

15.02 When Employees are required to leave the office for work-related duties or for professional development pre-approved by the Employer within a 25 km radius of the Employer's head office, the Employer will reimburse for taxis or parking expenses and vehicle mileage, as the case may be, in accordance with the Treasury Board of Canada guidelines.

Employees who are on official business travel status whether in connection with the performance of their work-related duties or to attend professional development pre-approved by the Employer outside the 25 km radius of the Employer's head office, the Employer will reimburse all reasonable travel expenses, including meals and incidentals in accordance with the Treasury Board of Canada guidelines.

The Employer's head office address will be used for the purposes of calculating any mileage being claimed.

15.03 The Employer may in its discretion reimburse the Employee for membership fees to an organization relevant to an Employee's duties and professional development up to five hundred dollars (\$500.00) per year. Whenever possible, Employees shall undertake professional development during regular working hours.

ARTICLE 16 – PENSION

16.01 Effective August 1, 2021, the parties agree to a mandatory DB plus pension plan to be provided by CAAT where the following contributions shall be made and deducted at source and remitted directly to CAAT or its designate:

- The Employer will make monthly contributions of 12% of Employee's paid salary and of any applicable lump-sum performance pay issued;
- The Employee will make monthly contributions of 6% of Employee's paid salary and of any applicable lump-sum performance pay issued.

16.02 Amounts received in the form of an allowance during leaves without pay covered by this Agreement shall be deemed as salary for pension purposes.

ARTICLE 17 – BENEFITS

17.01 The Employer shall pay 100% of benefit premiums of the Group Benefit Program outlined in Article 17.02. The Employer may from time-to-time change the benefit

provider; however, the level of coverage and qualifiers cannot be altered unless otherwise agreed to by the parties.

If, during the life of this Collective Agreement, the Employer feels it is necessary to make substantive changes to any of the benefits provided to Bargaining Unit members, they shall meet with the Union and obtain the consent of the Bargaining Unit before making such changes.

17.02 The Group Benefit Plan shall include:

- (a) Life Insurance/Critical Illness/AD&D
- (b) Long Term Disability
- (c) Hospitalization
- (d) Major Medical/Drug Plan
- (e) Dental Care
- (f) Medical and Non-Medical Travel Emergencies/Out of Province and Out of Country coverage

17.03 The Employer shall continue to pay the full premium cost of all group insurance plans for an Employee on a leave of absence, up to a one-year (1-year) period from the date that the leave of absence commences, consistent with the duration of the leave of absence.

17.04 Participation by Employees in the Group Benefits Plan is compulsory. The Employer agrees to provide new Employees with electronic links to the Plan describing the benefits and claims procedures.

ARTICLE 18 – LEAVE

18.01 Other Leave of Absence With or Without Pay

Upon written request, the Employer may grant a leave of absence with or without pay for purposes other than those specified in this Agreement and without loss of seniority for a period of up to one (1) year.

In exceptional circumstances, the Employer may grant a longer leave of absence without pay.

18.02 Union Leave

The Employer shall grant an unpaid leave of absence to members who are elected to positions on the COPE Local, COPE Ontario, or COPE National executives.

The Employer shall grant unpaid time off for members to attend union education, annual general meetings, conventions and other events hosted by COPE Local, COPE Ontario, COPESEP or any labour affiliate. Remuneration shall be by salary continuation and the Employer to bill the Union.

The Employer agrees that Employees wishing leave of absence to engage in Union work may be granted leave of absence without pay but with benefits and earned seniority. In addition, the Employer will enter into an agreement with the Union concerning continuance of benefits for such Employees at the expense of the Union less employee-paid portions that Employees shall continue to be responsible for, such as LTD.

18.03.1 Maternity Leave

- a. An Employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the Employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
 - ii. where the Employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require the Employee to submit a medical certificate certifying pregnancy.
- e. An Employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 18.09 (sick leave with pay).

For purposes of this subparagraph, the terms "illness" or "injury" used in Article 18.09 (sick leave with pay), shall include medical disability related to pregnancy.
- f. An Employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial

date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- g. Leave granted under this clause shall be counted for the calculation of seniority.

18.03.2 Provided the Employee meets the eligibility requirements set out in this Article, during the period of maternity leave an Employee shall receive from the Employer:

- a. For the first one (1) week waiting period, or as applicable, 93% of their salary, less any other moneys earned during this period;
- b. For such a period as the Employee shall be eligible under the *Employment Insurance Act* /QPIP and any other applicable legislation, an amount equal to the difference between the EI/QPIP benefits received by the Employee and 93% of the Employee's salary;
- c. Further, in the event of any reduction to the Employee's EI/QPIP benefit entitlement, an amount necessary to ensure that the Employee receives the top-up described in clause 18.03.2(b).

18.03.3 To be eligible for the allowances set out in clause 18.03.2, the Employee must have:

- i. completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- ii. provided the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
- iii. signed an agreement with the Employer stating that:
 - A. she will return to work on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),

she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked following her return to work)
(total period to be worked as specified in (B))

18.03.4 Pregnancy Leave

Pregnant employees have the right to take pregnancy leave of up to 17 weeks of unpaid time off work per the *Employment Standards Act*.

18.05 Parental Leave on the Occasion of the Birth of a Child

On the occasion of the birth of a child, an Employee who is a parent and who has opted to take parental leave shall be entitled to a parental leave without pay as per the *Employment Insurance Act/QPIP* and applicable legislation provided the Employee meets the eligibility requirements under such legislation.

18.06.1 Parental Leave

- a. Where an Employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the Employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), or
 - ii. single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option) beginning on the day on which the child is born or the day on which the child comes into the Employee's care.
- b. Where an Employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the Employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), or
 - ii. single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option) beginning on the day on which the child comes into the Employee's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an Employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
 - i. where the Employee's child is hospitalized within the period defined in the above paragraphs, and the Employee has not yet proceeded on parental leave without pay, or
 - ii. where the Employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the Employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e. An Employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
 - i. defer the commencement of parental leave without pay at the request of the Employee;
 - ii. grant the Employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an Employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of seniority.

18.06.2 During the period of parental leave as specified in Article 18.06.1(a), an Employee shall receive from the Employer:

- a. an amount equal to the difference between the EI/QPIP benefits received by the Employee and 93% of the Employee's salary.
- b. Further, in the event of any reduction to the Employee's EI/QPIP benefit entitlement, an amount necessary to ensure that the Employee receives the top-up described in Article 18.06.2(a).

18.07 Parental Leave on the Occasion of the Adoption of a Child

- 18.07.1 On the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, an Employee who is a parent shall be entitled to a parental leave as per the *Employment Insurance Act/QPIP* and applicable legislation subject to meeting the eligibility requirements under such legislation.
- 18.07.2 During the period of parental leave, an Employee shall receive from the Employer:
- a. for the first two (2) weeks, 93% of his/her salary;
 - b. for the remainder of their leave period, an amount equal to the difference between the EI/QPIP benefits received by the Employee and 93% of the Employee's salary;
 - c. Further, in the event of any adjustment to the Employee's EI/QPIP benefit entitlement, the Employer shall pay to the Employee the amount necessary to ensure that the Employee receives the top-up described in Article 18.07.2(b).

18.08 Extended Parental Leave

An extended parental leave without pay up to a maximum of one (1) calendar year shall be given to Employees who request it.

18.09 Sick Leave

Employees shall accumulate sick leave at a rate of one and a quarter (1.25) days per month. Unused sick days shall accumulate from year to year.

When an Employee is unable to work due to illness or injury, but has no sick days accumulated, the Employer may advance up to twenty-five (25) sick days.

18.10 Leave for Civic Activities

The Employer shall grant leave with pay to an Employee for the period of time he/she is required:

- a) to be available for jury selection;
- b) to serve on a jury; or
- c) if a person is required to attend as a witness or participant in any proceeding held;
 - i. in or under the authority of a court of justice;
 - ii. before a court, judge, justice, magistrate or coroner;
 - iii. before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;

- iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses or participants before it; or
 - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
 - vi. the Employee, upon return to work, shall turn over monies received for reimbursement for the loss of time in connection with such proceedings, less expenses, to the Employer.
- d) leave to run for political office, provided the leave meets the requirements of applicable legislation. An Employee elected to public office shall be granted an unpaid leave of absence for one term of office up to a maximum of five (5) calendar years.

18.11 Bereavement Leave

Each Employee can take up to seven (7) consecutive calendar days per occasion in the event of a death in the Employee's family (as per Article 3 – Definitions), which must include the day of the memorial service which may be scheduled at a later time. During such period, the Employee shall be paid for those days which are not regularly scheduled days of rest for that Employee.

An Employee can take up to three (3) consecutive calendar days per occasion in the event of a death of an aunt, aunt-in-law, uncle, uncle-in-law. During such period the Employee shall be paid for those days which are not regularly scheduled days of rest for that Employee.

One (1) unpaid day for compassionate leave for other relatives and significant friends may be taken.

The Employer shall continue to pay benefits while Employees are on bereavement leave. The Employer may grant an Employee an additional day or days of leave of absence with or without pay where it is necessary because of distance to travel to a memorial service.

18.12 Medical and Dental

The Employer will grant paid medical and dental leave to attend routine or periodic medical and dental appointments.

18.13 Family Responsibilities Leave with Pay

Each Employee shall be entitled to take up to five (5) days of paid leave per calendar year to care for family for the purpose of attending medical, dental, school, or other such essential appointments. This includes but is not limited to leave with pay to provide for the immediate and temporary care of a sick or elderly member of the Employee's family and to provide an Employee with time to make alternate care arrangements where the illness is of a longer

duration; and leave with pay for needs directly related to the birth or to the adoption of the Employee's child.

18.14 Volunteer Leave

Each Employee shall be entitled to take up to one (1) day of paid leave per calendar year for volunteer work with a charity or community organization.

18.15 Care of Family Leave Without Pay

An Employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- a) an Employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
- b) leave granted under this clause shall be for a minimum period of two (2) weeks;
- c) the total leave granted under this clause shall not exceed two (2) calendar years during an Employee's total period of employment.

18.16 Personal Leave

Each Employee shall be entitled to take one (1) personal leave days per calendar year.

18.17 There is no carry over of paid family responsibilities, volunteer or personal leave.

18.18 Relocation of Spouse Without Pay

At the request of an Employee, leave without pay for a period of up to one (1) year shall be granted to an Employee whose spouse is relocated. Seniority will continue to accrue for a period of up to one (1) year.

18.19 Domestic and Sexual Violence Leave

In each calendar year, the Employer shall grant each employee paid leave for domestic and sexual violence without loss of seniority for up to two (2) weeks. If the Employee needs further leave, it will be available as per clause 18.01 Leave of Absence Without Pay after these weeks have been exhausted.

The Employer and the Union recognize the importance of confidentiality in matters of domestic violence and will endeavor to protect the privacy of Employees during this process.

Employees shall not be discriminated against for accessing domestic violence leave.

- 18.20 Employees returning to work from leave will be reinstated to their substantive position at the applicable rate of pay unless the leave exceeds twenty-four (24) months or the position has been discontinued in which case all relevant layoff and recall provisions shall apply. Employees returning to work from leave in excess of twenty-four (24) months will be given priority to vacancies, provided they have the skills and abilities to perform the work of the position.
- 18.21 Where Employees are using any of the leave provisions under this Collective Agreement, they shall be entitled to all bargained increases and any allowances should be adjusted accordingly.
- 18.22 The Parties agree that the provisions of Article 18 shall be no less than those in the *Ontario Employment Standards Act* and *Employment Insurance Act* or any other relevant Ontario legislation in effect at the time of signing this Agreement and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the *Acts*.
- 18.23 Employees are entitled to access additional forms of leave entitlement not otherwise covered in this Collective Agreement and which are newly enacted by Ontario legislation during the term of this Collective Agreement.
- 18.24 Where the *Employment Insurance Act*, *Employment Standards Act* or other relevant legislation provide a greater right or benefit, Employees shall be permitted to access such leave and supplement it with any relevant leave provided under Article 18.

ARTICLE 19 – STAFF DEVELOPMENT

- 19.01 The parties agree that an Employee's ability to perform his/her duties may be enhanced by further education or training through participation in courses, seminars, webinars, webcasts, conferences or workshops, including education and training in Canada's official languages.
- As such, the parties agrees that the Employer and Employees share a joint responsibility to identify training opportunities relevant to the Employee's position. Employees are encouraged to submit training requests to the Employer for approval. The Employer will assume the costs of such approved training, including the costs of any textbooks, if applicable. Time spent in such training will be considered time worked. If a course falls on a non-work day, the Employer will provide the Employee with a flexible work schedule to avoid working excess hours.
- 19.02 Employees shall have the right to be absent from work with pay for one (1) day per approved course for the purposes of studying for or writing any required final exam, provided that the Employer is given two (2) weeks' advance notice prior to taking this day off.

ARTICLE 20 – LABOUR AND MANAGEMENT COMMITTEE

- 20.01 The Union and Employer jointly agree to recognize a Labour-Management Committee of two (2) Employees who shall be selected by the Union. There will be equal representation on the Committee by the Employer.
- 20.02 The Labour-Management Committee may meet at the request of either party. Terms of reference will be developed and amended by mutual agreement in writing by the Union and the Employer.
- 20.03 It is understood that the Union Committee members will be paid for all time spent at such meetings, which will be held during their regular working hours. The Union representative may attend such meeting.
- 20.04 Minutes shall be recorded and distributed within a reasonable time following meetings of the Committee. The Committee members will review and provide feedback within the next five (5) working days. Minutes will be approved signed by both parties thereafter. Signed copies of the minutes will be posted on the bulletin board (hard copy) made available by the Employer and reserved for Union business, within five (5) working days of being signed.
- 20.05 The parties agree to consult on matters which they consider to be of mutual interest. Within a reasonable period of time before the introduction of a major change or improvement in structures that will significantly impact Employees, the Employer will inform the Union in writing to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to discuss issues that may arise.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01 The Employer agrees to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly lighted, heated, ventilated and air-conditioned working environment.

The Employer shall comply with applicable provincial health and safety legislation and regulations.

When conducting a risk assessment and determining the control of hazards in the workplace, the precautionary principle (to take every precaution reasonable in the circumstances for the protection of Employees) shall apply where there is scientific uncertainty regarding either the severity of the hazard itself and the harm it may cause, or the likelihood that the hazard will affect Employees.
- 21.02 Employees may request an ergonomic evaluation if they are experiencing discomfort in their workstation. The Employee must present a medical practitioner's note supporting such a request. If the Employee agrees with the recommendations, the Employer will assist the Employee in implementing any recommendations.
- 21.03 The Union shall appoint one health and safety representative, and an alternate, and inform the Employer in writing. Such representatives shall receive health

and safety training from the Workers Health and Safety Centre, paid for by the Employer. All workplace supervisors and managers shall take the three-hour (3-hour) Awareness Training for Supervisors from the Workers Health and Safety Centre.

- 21.04 The Employer recognizes the right of Employees to refuse unsafe work. Where potentially unsafe working conditions have been identified, the Employer and Union shall work to immediately address said risks.

All workplace hazards, including but not exclusive to chemicals, shall be identified by the health and safety representative and shall be eliminated, substituted or reduced by the Employer to ensure worker safety from exposure.

The Employer shall consult with the health and safety representative for recommendations on safe implementation before introducing new equipment, technological changes, or undertaking renovations. The health and safety representative shall provide its recommendations in a timely fashion.

- 21.05 The Employer reserves the right to close the office, require Employees to telework or send Employees home to telework for the remainder of their normal work day, as applicable:

- a) in the case of severe winter storm conditions that make traveling to or from work difficult or unsafe; or
- b) in the case of a breakdown in office air-conditioning, heating or ventilation which results in temperature conditions which falls below the lower limit (i.e., 18° C) set by the *Ontario Occupational Health and Safety Act* or exceeds 28° C for at least four (4) consecutive hours of the working day.

In the event the AJC office closes for any of the above reasons, there will be no loss of pay as a result.

- 21.06 It is agreed that Appendix II: Anti-Harassment shall form a part of this Agreement.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 A grievance within the meaning of the Agreement shall be any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

- 22.02 The purpose of the grievance procedure is to amicably and fairly settle any complaints and disagreements without, so far as is possible, resorting to arbitration.

22.03 Individual, Group, Policy Grievances

Step 1

An Employee or Employees having a grievance shall first discuss and attempt to settle it with their immediate supervisor/manager with a Steward/representative of the Union present, within twenty-five (25) days after the alleged grievance has arisen. The Employer may also bring an advisor to the meeting. The supervisor/manager shall give their decision in writing within five (5) days. Grievances not adjusted in this way may be referred to Step 2.

Grievances arising from general application of the Collective Agreement may be submitted by the Employer or Stewards on behalf of the Bargaining Unit as Policy Grievances.

Step 2

If the decision at Step 1 is not satisfactory, the grievor/Union shall submit the grievance in writing to the AJC President and in the case where the immediate supervisor/manager is the AJC President, the VP Administration or their designate (Step 2 Grievance Officer). The Step 2 Grievance Officer shall meet with the Steward, the Grievor and the Union Representative within ten (10) days to review and attempt to settle the matter. The Step 2 Grievance Officer may also bring an advisor to the meeting. A written decision shall be given within seven (7) days after such meeting.

22.04 In determining the time which any action is to be taken as prescribed in this procedure Saturdays, Sundays and designated holidays and End of Year Closure Dates shall be excluded.

22.05 In all cases involving dismissal or discipline, the burden of proof shall be on the Employer to establish its case. All policy grievances may also go directly to Step 2 of the grievance procedure.

22.06 Any and all time limits set forth in this Article 22 for the taking of action by either party or by an Employee may be extended at any time by mutual agreement, in writing, of the parties.

ARTICLE 23 – ARBITRATION

23.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 22, it shall notify the other party, in writing, within ten (10) days from the decision of the Employer under Article 22 or of the Union under Article 22.

23.02 In any case in which arbitration shall be required under the Agreement, the written notice referred to in Article 22 shall contain the names of at least two (2) proposed arbitrators from the list provided by the Ministry of Labour Office of Arbitration. The recipient of such notice shall, within ten (10) days of receipt of

the notice, agree to one (1) of the proposed arbitrators or propose the names of two (2) different arbitrators from the above-mentioned list in the written reply thereto. If the parties fail to agree upon an arbitrator within thirty (30) days from the date the matter was referred to arbitration under Article 22, either party may request the appointment be made by the Minister of Labour in accordance with Section 48 of the *Labour Relations Act*.

- 23.03 The issue(s) raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue(s). The decision of the arbitrator shall be final and binding on the parties to the Agreement.
- 23.04 In no case shall the arbitrator be authorized to alter, amend or modify any part of this Agreement.
- 23.05 The parties will each pay half (1/2) of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 23.06 Any and all time-limits fixed by Article 23 for the taking of actions by either party may be extended at any time by mutual agreement in writing of the parties.

ARTICLE 24 – DISCHARGE AND DISCIPLINE

- 24.01 No Employee shall be disciplined or discharged without just cause. The Employer shall address disciplinary matters in a timely fashion.
- 24.02 An Employee who may be the subject of disciplinary action shall be informed by management and given the right to have a representative of the Union present during all disciplinary interviews. The Employer shall provide notice in advance of the time and place of the meeting.
- 24.03 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy.
- 24.04 The Employer shall not withhold wage increases or adjustments as a form of disciplinary action.
- 24.05 All disciplinary notations shall be removed from personnel files after twelve (12) months without subsequent discipline relating to the same infraction.
- 24.06 Employees, upon request, shall be permitted to view their personnel file. When discipline is being considered, the Union shall be provided with a copy of the Employee's previous disciplinary notations.

Progressive Discipline

- 24.07 Except in cases of gross misconduct, the Employer recognizes and agrees to abide by the principles of progressive discipline which may include verbal warnings, letters of reprimand, and suspensions prior to termination, depending on the circumstances.

ARTICLE 25 – LAYOFF AND RECALL

25.01 Prior to laying off Employees, the Employer shall meet with the Union to explore alternatives which will not result in layoffs.

In the event of layoff, Employees shall be laid off in the reverse order of their seniority across the Bargaining Unit, subject to each Employee's skills and abilities to do the work in remaining positions.

25.02 An Employee who is given layoff notice due to their position being eliminated shall have the option to choose to accept the layoff, or, where they are entitled due to seniority, to bump a less senior Employee whose job they have the skills and abilities to perform. Such laid-off Employee shall have seven (7) days to exercise their bumping rights from the date of the notice of layoff.

Any Employee displaced by bumping shall be entitled to the same layoff and recall rights under this clause.

25.03 During periods when laid-off Bargaining Unit Employees are awaiting recall, the Employer shall not contract out bargaining unit work. The recall period shall be one (1) year from the date on which the notice of layoff was issued.

25.04 The Employer shall provide laid-off Employees three (3) months of working notice or three (3) months of salary and benefits in lieu of working notice.

25.05 Employees shall be recalled in the order of their seniority. The Employer shall give notice of recall by registered mail to the Union and to the last recorded address of the employee. An employee who fails to return to work within thirty (30) calendar days of receipt of the notice, shall be deemed to have abandoned their recall rights.

25.06 Where employment is severed following the expiration of the recall period due to a permanent reduction in the workforce, the Employer shall pay equal to four (4) weeks' pay for each year of service, up to a maximum of fifty-two (52) weeks, or in accordance with the *Employment Standards Act* if it provides a greater benefit. Such amounts are deemed to be inclusive of any notice and severance pay amounts under the *Employment Standards Act*.

25.07 Notwithstanding the above, where an Employee bumps into or is recalled into a position they have not performed in the past, they shall be provided adequate training and a familiarization period during the first sixty (60) days. If after ninety (90) days of the bumping, the Employer determines that the Employee is unable to perform the duties of such position, then the Employer will place the Employee back on the recall list.

25.08 Subject to the insurance carrier's policies, an Employee may opt to maintain health and dental benefits for a period of up to one (1) year from the date of lay-off, the full cost of the premium to be paid by the Employee.

25.09 Employees who are laid off and subsequently recalled to a position with a lower-level classification than their former substantive position, will receive salary

protection for a period of one (1) year from their date of appointment following recall.

Thereafter, such Employee will receive the salary applicable to the lower classification level to which they were appointed. For clarity, if the salary of their former substantive position is at the top of the salary scale, the Employee will receive the top of the salary scale of the lower classification level. If the salary of their former substantive position is at the mid-point of the salary scale, the Employee will receive the mid-point salary applicable to the lower classification level.

ARTICLE 26 – PERSONNEL FILES

- 26.01 Each Employee and, with the Employee's written consent, his/ her Union representative, shall have access at any reasonable time to his/her personnel file, upon providing the Employer with a minimum of two (2) working days' notice.
- 26.02 An Employee shall have a right to one (1) copy per calendar year of any element of his/her file, at the Employer's expense.
- 26.03 An Employee shall have the right to add any comment to any element(s) of his/her file up to thirty (30) days following receipt of an annual performance evaluation, disciplinary notation or pay issue.
- 26.04 Subject to Article 26.02 above, an Employee's personnel file shall not be revealed to anyone other than (a) management, or (b) any member of the AJC Executive Committee involved in the administration of this Agreement.

ARTICLE 27 – TECHNOLOGICAL CHANGE

- 27.01 The Employer agrees to provide as much advance notice as is practicable that it wishes to introduce any technological change which might result in changes in employment status or working conditions or duties of members as provided for in this Agreement. All affected Employees must be offered retraining and minimally, the advance notice will include time for all Employees affected to be offered and to undertake retraining at the Employer's expense. A plan for the implementation of the proposed change will be made available to all Employees, and it will include scheduled retraining sessions. No Employee shall be laid off or placed on part-time status or have his/her salary reduced for reasons relating to technological change.

ARTICLE 28 – SUCCESSOR RIGHTS

- 28.01 In the event that the Association of Justice Counsel merges or is absorbed by another agency, all Employees included in the Bargaining Unit prior to the merger shall continue to be covered under this Collective Agreement until a new collective agreement can be ratified.

In the instance that the AJC decertifies as a professional association and/or no longer provides representation to AJC members and/or is the subject of merger or acquisition, employees laid off within the first twelve (12) months following such decertification, merger or acquisition, as the case may be, shall receive two (2) times the amount outlined in Article 25.06 subject to the maximum of fifty-two (52) weeks, and benefits shall continue for one year.

ARTICLE 29 – STATEMENT OF DUTIES

Upon written request, an Employee shall be entitled to a complete and current statement of duties and responsibilities of their position.

Following the coming into force of this Agreement, every Employee in the Bargaining Unit will be given the opportunity to provide input to the job description for their substantive position. The Employee has a minimum of twenty (20) working days and a maximum of thirty (30) working days to provide the input. The timeline to grieve begins when the Employer provides a final draft to the Employee.

ARTICLE 30 – USE OF EMPLOYER’S PREMISES

- 30.01 When the Union wishes to use the Employer's premises for Union business, it will seek approval from the Employer's delegated representative in advance. Use of these premises will not be unreasonably withheld. Meetings of the Employer shall take precedence.
- 30.02 The Employer shall provide bulletin boards at locations mutually agreed to by the parties, exclusively for the business of the Union in order to post notices of meetings and such other Union notices as may be of interest to the Employees.
- 30.03 The Employer shall provide each new Employee with a copy of the Collective Agreement. One Union representative will be allowed thirty (30) minutes during regular work hours to advise new Employees of the terms and conditions set out in this Agreement, within thirty (30) days of that Employee beginning employment.

ARTICLE 31 – NOTICES

- 31.01 Any notice in writing which either party gives to the other shall be posted by personal service or registered mail, postage prepaid, or email addressed as follows:

To the Employer:

The Association of Justice Counsel
300-2725 Queensview Drive
Ottawa, ON
K2B 0A1

c/o President at admin@ajc-ajj.ca

To the Union:

COPE Local 225

P.O. Box 19, Station A

Ottawa, ON

K1N 8V1

c/o President at president@cope225sepb.ca

31.02 The Employer or the Union may change the address for service of notice at any time by notice as set out in Article 31.01.

ARTICLE 32 – STRIKES AND LOCKOUTS

32.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

32.02 Employees covered by this Agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of a labour dispute.

ARTICLE 33 – DURATION OF CONTRACT

The contract shall be effective the date of its signing and expire on June 30, 2023.

ARTICLE 34 – COPIES OF AGREEMENT

34.01 Subsequent to ratification of this agreement, the Employer shall provide each Employee with one (1) updated electronic copy of the Agreement in both official languages.

Signed this ____ day of June, 2021.

For the Employer



David McNairn



Ian Bradley



Sandra Guttman

For COPE 225



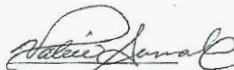
Lise Hogue



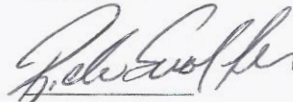
Patty Clancy



Mary Stalteri



Valerie Gamache



Rick Swoffer

APPENDIX I: RATES OF PAY

1. Each Employee shall be paid in the range of rates presented below for the classification level of the position to which the Employee has been appointed.
2. Employees who as of January 1 of a given year have already passed their probationary period shall receive the following economic increases:
 - A. Effective January 1, 2022: 2.0%
 - B. Effective January 1, 2023: 1.5%

The Employer will implement economic increases within 30 days following the effective date.

Notwithstanding anything to the contrary, where the 2022 and 2023 annual economic increases fall below the incremental cost of living allowance increase based on the preceding September 30 annualized Statistics Canada report for the province of Ontario, Employees shall receive the greater increase.

3. Salary Ranges are as follows:

X: Current

A: Effective January 1, 2022

B: Effective January 1, 2023

Level G2

- Membership Liaison Officer/Administrative Coordinator
- Executive Assistant/Assistant to the Corporate Secretary

X (\$): 47,339 – 68,122

A (\$): 51,880 – 74,594*

B (\$): 52,658 – 75,712

Level G3

- Labour Relations Officer
- Senior Labour Relations Officer

X (\$): 79,672 – 114,651

A (\$): 80,867 – 116,371

B (\$): 82,080 – 118,116

Level G4

- Research Analyst

X (\$): 79,672 – 114,651

A (\$): 80,867 – 116,371

B (\$): 82,080 – 118,116

Level G5

- Communications Director

X (\$): 79,821 - 114,863

A (\$): 94,476* - 135,538*

B (\$): 95, 893 - 137,388

Performance-Based Incremental Increases

4. In addition to the economic increases outlined in paragraph 2 above, Employees who are not at the top of the salary range and who receive a performance rating of satisfactory or better are eligible to receive a discretionary increase of up to 5.5%. At no time, however, shall an Employee's salary exceed the top of the range.

Performance Pay in the form of a Lump-sum Payment

5. Employees who are already at the top of the salary range during the relevant evaluation year and who receive a performance rating of satisfactory or better are eligible to receive a discretionary lump-sum payment of up to 5.5% in recognition of their annual performance. Such payouts shall not form part of the Employee's salary except for pension purposes.

APPENDIX II: ANTI-HARASSMENT

A.II.1 COMMITMENT

The Parties agree that harassment at work or in any situation related to employment is prohibited.

A.II.2 DEFINITION

Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. It includes actions, comments, or displays. It may be a single incident or continue over time.

A.II.3 EMPLOYER'S RESPONSIBILITIES

The Employer is responsible for fostering a safe working environment, free of harassment. The Employer must deal with situations of harassment immediately on becoming aware of them, whether or not there has been a complaint.

A.II.4 EMPLOYEES' RESPONSIBILITIES

All Employees have the responsibility not to engage in harassing behaviour. All Employees are responsible for respecting the confidentiality of anyone involved in a harassment complaint.

A.II.5 COMPLAINT AND INVESTIGATION GENERAL PROVISIONS

A.II.5.1 Cost of Complaint Investigation

The Employer agrees to incur the costs of any investigation, mediation or related processes engaged to resolve a complaint under this Article, except in situations where the Union has invoked the grievance procedures under Article 19.

A.II.5.2 Grievances

At any stage of the harassment procedure or as an alternative to the procedure, the Union has a right to file a grievance on behalf of the complainant or respondent pursuant to Article 19 of the Collective Agreement.

A.II.5.3 Outside Mediator

If a mediator is appointed pursuant to the Procedures in Appendix II, the mediator must meet the following qualifications:

- (a) demonstrated experience as a mediator in human rights/harassment, grievances/complaints
- (b) recognized neutrality in dealing with parties to a grievance/complaint
- (c) knowledge of harassment and human rights law
- (d) knowledge and sensitivity to the issues of harassment including the consequences to harassment victims

A.II.5.4 Outside Investigator

If an investigator is appointed pursuant to the Procedures in Appendix II, the investigator must demonstrate experience as an investigator, with particular preference given to investigators with experience in human rights investigations.

A.II.6 TIME LIMITATIONS

The Executive Committee may extend any time limitations in this Article or the procedures identified in Appendix II in accordance with reasonableness, due process and natural justice considerations as well as the Employer's duty to accommodate individuals on the grounds identified in the Ontario Human Rights Code.

A.II.7 HARASSMENT OFFICER

No Employee shall be assigned the duties of Harassment Officer at an AJC event.

MEMORANDUM OF AGREEMENT WITH RESPECT TO POST-RETIREMENT BENEFITS

The parties agree that a joint committee composed of two (2) representatives from each of the Union and Management will be struck to identify available post-retirement health and dental benefit options for retired Employees and their dependents.

Subject to the availability, affordability, market practices related to post-retirement benefits, the Employer shall make reasonable efforts to identify health and dental post-retirement benefit options for Employees who retire with a minimum of fifteen (15) years of service and are at least fifty-five (55) years of age. The Employer shall retain the services of consultants as may be required from time to time to support the work of the Committee. The Joint Committee members shall have input on the suitability, expertise and scope of work as appropriate.

The Joint Committee shall, following a review of the options and the criteria set out above, submit a joint recommendation to the Employer's Executive and COPE for review and ratification which shall include a proposed post-retirement benefit option, funding model and whether a change of the current Group Benefit Plan provider is required to secure such option, having regard to the Employer's commitment under Article 17 of the Collective Agreement not to reduce benefits without the prior consent of COPE.

Should the Parties be unable to reach a joint decision, the matters in dispute shall be referred to the Arbitration process outlined in this Agreement.

The Committee shall meet no later than thirty (30) days following ratification of this agreement and shall provide their recommendations not later than one hundred and eighty (180) days from ratification, unless otherwise agreed to.

Signed this 10th day of September 2021

David McNairn,
AJC President

Lise Hogue
President, COPE 225

LETTER OF UNDERSTANDING REGARDING THE LEGAL COUNSEL POSITIONS

As of the date of the signing of this letter, the AJC has two legal positions: the Legal Counsel position and the General Counsel position. These positions are combined with other functions.

As soon as practically possible following ratification, the AJC will sever the Legal Counsel/Labour Relations Officer (LRO) function and hire an additional full-time LRO. Once the AJC hires an additional LRO, the current Legal Counsel/LRO position will be repurposed to that of Legal Counsel/Manager of Representation Services. The Legal Counsel's LRO functions will be subsumed by the new LRO and existing LROs over a six-month (6-month) transition period.

To avoid professional conflicts of interest, the AJC requires two excluded Legal Counsel positions. Both Legal Counsel positions are expected to provide legal advice on internal and external labour relations matters, as appropriate.

Should the AJC require more than two (2) Legal Counsel positions, the AJC will incorporate any such additional Legal Counsel positions in the Bargaining Unit.

The parties agree that this Letter of Understanding Regarding the Legal Counsel Positions forms part of the Collective Agreement and that any alleged violation of this Letter of Understanding may be grieved and referred to arbitration according to the procedures set out in this Collective Agreement.

Signed this 10th day of September 2021



David McNairn,
AJC President



Lise Hogue
President, COPE 225