



Nipissing Transition House
La Maison de Transition

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

COLLECTIVE AGREEMENT

BETWEEN

NIPISSING TRANSITION HOUSE
(Hereinafter called the "Agency")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4720-3
(Hereinafter called the "Union")

Term: April 1, 2019 to March 31, 2023

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Agency and the employees covered by this Agreement, to facilitate the co-operative resolution of problems when they arise, to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Employer recognizes the Union as the sole collective bargaining agent of all employees employed by Nipissing Transition House save and except office and clerical employees, supervisors, and persons above the rank of supervisor.
- 2.02** The Agency agrees that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03** The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion, or intimidation exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge by reason of any prohibited ground set out in the *Human Rights Code*, nor by reason of their membership, non-member, activity or non-activity in the Union.
- 2.04** The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

ARTICLE 3 - DEFINITIONS

3.01 Permanent Full-Time Employee

A permanent full-time employee shall mean any person who has successfully completed her probationary period and who is regularly employed for more than twenty-four (24) hours per week for work that is expected to last for more than twelve (12) months.

3.02 Permanent Part-Time Employee

A permanent part-time employee shall mean any person who has successfully completed her probationary period and who is regularly employed for not more than twenty-four (24) hours per week for work that is expected to last for more than twelve (12) months.

3.03 Temporary Employee

A temporary employee shall mean any person who is hired under a time specific contract of three (3) consecutive months or more and less than twelve (12) consecutive months. At the end of the time specific contract, the temporary employee shall return to the employee's former status as either a permanent full-time employee, a permanent part-time employee or relief employee.

In instances involving long term disability, pregnancy or parental leave, the Union agrees to enter into an agreement to extend the period to a length applicable to the situation.

3.04 Casual Employee

A casual employee shall mean any person who is hired on an as-need, casual basis.

3.05 All references to spouses in this Agreement shall include common-law spouses of either gender.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Agency to manage and to direct its operations and affairs in all respects, and without limiting or restricting this right and function which said right includes, but is not limited to, job content, scheduling, job assignment, the ability to lay off staff and the ability to determine organizational structure and reporting relationships.

4.02 To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees.

4.03 In the event that any of the terms of the Agreement are found to be invalid, only such term shall be void. All other terms and conditions shall remain in full force and effect.

4.04 To hire, retire, assign work, assign overtime work, promote, layoff, recall, transfer, direct, demote, suspend and to discharge employees for just cause.

4.05 To generally manage the affairs of the Agency and, without limiting the generality of the foregoing, determine the nature of the work to be undertaken, the number of

employees to be employed, the services to be rendered and methods and work procedure to be undertaken at any time as long as it does not contravene the Collective Agreement.

4.06 The Agency shall not act in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

5.01 All employees of the Agency shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

5.02 The Agency shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Agency in writing of the authorized monthly deductions to be checked off.

5.03 Deductions from employees shall be made from each payroll and shall be forwarded to the national secretary-treasurer of the Union no later than the fifteenth day following the end of the month. Such remittance shall be accompanied with an electronic list of the names, total wages, and the amount of dues deducted from each employee. The Employer shall forward a copy of this electronic list to the secretary-treasurer or designate of the Local.

5.04 At the same time that Income Tax (T-4) slips are made available; the Agency shall type on the amount of Union dues paid for each employee in the previous year.

5.05 In all of the above cases, the Union shall indemnify and save harmless the Agency, its agents and/or employees acting on behalf of the Agency, from any and all claims, demand, actions, or causes of action arising from, or in any way connected with the collection of dues.

ARTICLE 6 - NO STRIKES - NO LOCKOUTS

6.01 There shall be no strike or lockout (as they are defined by the *Labour Relations Act*) during the term of this Collective Agreement.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 The Agency will recognize as a steward not more than two (2) employees, provided such employees have completed the probationary period. The Agency shall be advised of the names of stewards and shall be notified of any changes from time to time. The steward shall not lose income for scheduled hours for required attendance at grievance meetings.

- 7.02** The parties agree that the stewards have their regular duties and responsibilities to perform for the Agency and shall not leave their regular duties without first obtaining permission from the Executive Director. Such time away from regular duties shall be used for the prompt handling of problems arising from the administration of this Collective Agreement and shall be without loss of pay. The Union agrees to reimburse the Agency for stewards' wages and benefits while on union leave outside of the Agency. Such permission for leave shall not be unreasonably denied.
- 7.03** It is agreed that the Union will elect or otherwise select a Negotiating Committee consisting of two (2) employees to exclusively carry out negotiating for the renewal, with or without amendment of the Collective Agreement. Employees on the Negotiating Committee shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer up to the point that an application for conciliation is made.
- 7.04** A Labour Management Committee consisting of two (2) representatives of the local Union and up to two (2) representatives of the Agency shall be established to discuss matters of mutual concern as may arise from time to time. The parties will meet a minimum of two (2) times per year and dates for such meetings will be predetermined in January of each year. Should the parties mutually require to meet more often than a minimum of two (2) times per year, on notification by either party, a date for a meeting will be arranged within two (2) weeks, if possible. Each party will provide the other with a written agenda for such meeting. The committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement.
- 7.05** The Agency and the Union agree to co-operate in the promotion and improvement of health and safety, and to comply with the *Occupational Health and Safety Act*. In order to do so, the Union shall appoint a Health and Safety representative. On a monthly basis, the Health and Safety representative and a member of management shall jointly conduct a security and safety inspection of the building.
- 7.06** For the purpose of meeting with management representatives, the Grievance Committee shall be comprised of a Steward/Vice-President and/or the National Union Representative.
- 7.07** The agenda and the minutes for regular meetings of the Board of Directors shall be sent to the two stewards and/or President or designate as soon as they are available.
- 7.08** Time spent on the Labour Management Committee and Grievance Committee meetings shall not result in lost wages for hours regularly scheduled during the meeting period.
- 7.09** The recognized Negotiating Committee will not lose regular wages for scheduled hours for time spent at the negotiating meetings for the renewal of this Agreement.

7.10 Right of Fair Representation

- a) The Union shall have the right at any time to have the assistance of representatives of the Union or any other advisors when dealing or negotiating with the Agency. Such representative shall have access to the Agency's premises in order to deal with any matters arising out of this Collective Agreement provided such representative informs the Executive Director prior to his/her visit.
- b) The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the premises of the Agency during the employees' working hours except by agreement with the Executive Director. This provision shall not apply to brief casual discussions at any time.
- c) An employee shall have the right to have a union representative at meetings at which the Agency intends to impose discipline.

7.11 Correspondence Between Parties

All correspondence between parties, arising out of this Agreement shall pass to and from the Secretary and Vice-President of the local of the Union.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.01** Disciplinary letters shall be removed from the employee's personnel file if an employee has been free of discipline for a period of twelve (12) months. Discipline related to serious occurrences as defined by the Ministry shall be retained for three (3) years.
- 8.02** An employee is entitled to be accompanied by a Union steward when interviewed in the course of a disciplinary investigation. The Agency will establish the time and place of such meeting allowing sufficient time for the employee to secure union representation.
- 8.03** The termination of probationary employee shall not be the subject of a grievance or arbitration and shall not be considered a difference between the parties under this Collective Agreement. A claim by an employee who has completed her probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of grievance is filed by the employee with the Executive Director at Step 2 within seven (7) calendar days following the date on which notice of discharge was issued.
- 8.04** Where the Agency disciplines an employee, a copy of the discipline notice will be given to the employee and to the Steward/Vice-President.

8.05 A grievance referred to in this Article may be settled under the grievance or arbitration procedure.

8.06 Access to Personnel File

Upon twenty-four (24) hours' notice from the employee to the Executive Director, an employee may review her personnel file in the presence of the Agency. An employee shall have the right to make copies of any material contained in their personnel record.

- 8.07**
- a) Where the employee's behaviour, in the opinion of the Agency, appears to put in jeopardy the welfare of participants and/or other staff, the Agency may exercise the right to immediately suspend the employee with pay for the purpose of investigating a complaint prior to determining whether disciplinary action is warranted.
 - b) Where it is found after the investigation that there was an absence of just and sufficient cause, the Agency agrees to communicate this to the employee and the Union in writing. All material in the employee's personnel file pertinent to the incident shall be removed forthwith.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance

A grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement.

9.02 At each step of the grievance and arbitration procedure, the grievor shall have the right to be present.

9.03 Complaint Stage

It is generally understood that an employee has no complaint or grievance until the employee has first given the employee's immediate supervisor or designate the opportunity of discussing the issue. Such issue shall be discussed, within ten (10) working days after the circumstances giving rise to the issue or ought reasonably to have come to the attention of the employee. Where the matter involves an interpretation of the Collective Agreement, the employee may request the assistance of her steward. If the issue is not settled within ten (10) working days of the discussion with the employee's immediate supervisor or designate, the following procedure shall apply:

Step 1 A grievance may be submitted in writing within fourteen calendar days after the Union knew, or ought to have known, about the grievance to the

employee's immediate supervisor or designate. The written grievance shall be signed by the grievor and the steward and shall identify the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to be violated. The employee's immediate supervisor or designate shall convene a meeting with the Union's Grievance Committee, which shall be composed of the president or designate and a steward of the Union. Such meeting will take place within seven (7) calendar days after the receipt of the grievance. The employee's immediate supervisor or designate shall give her decision delivered in writing to the local president or designate within seven (7) calendar days of such meeting. Where the employee's immediate supervisor is the Executive Director, Step 2 may be omitted.

Step 2 If the grievance is not settled at Step 1, it shall be submitted to the Executive Director within fourteen (14) calendar days of receipt of the response at Step 1. The Executive Director will convene a meeting of the parties (including the National Representative of the Union) within seven (7) calendar days of the receipt of such grievance and shall render a decision in writing within five (5) working days following the meeting. The decision shall be sent to the local president or designate and the grievor.

9.04 The time limits as outlined in this article may be extended at the mutual written consent of the Agency and the Union. If, in any step, the Agency fails to give a written answer within the required time limit, the Union may submit the grievance to the next step at the expiration of the time limit. It is agreed that the purpose of the article is best served both when time limits are adhered to and when the parties mutually agree to the extension of time limits where it is appropriate to do so.

9.05 A policy grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of the Collective Agreement, which arises directly between the Agency and the Union. It shall be submitted directly at step 2 subject to the time limits set out in this article. The provisions of this section may not be used with respect to a grievance directly affecting individual employees or a group of employees.

ARTICLE 10 – ARBITRATION

10.01 Failing settlement under the above procedure, the grievance may be submitted to the separate and different arbitration provision as hereunder provided, within twenty-one (21) calendar days after the decision at Step 2 has been given.

Specifically, where a difference arises between the parties relating to interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after exhausting the grievance procedure as herein provided, notify the other party in writing of its desire to submit the difference or allegation to arbitration. If no written notice of referral to

arbitration is received within twenty-one (21) calendar days after the decision under the grievance at step 2 is given or should have been given, the grievance shall be deemed to have been abandoned.

- 10.02** Under normal circumstances, the parties agree that the arbitration process will be by a single arbitrator agreed between the parties or failing agreement within thirty (30) days of written notice of arbitration, through a Ministry appointment in accordance with Section 49 or the Ontario Labour Relations Act.
- 10.03** Where particular arbitration is in the opinion of either party, of critical importance to them and/or requiring the assistance of expert knowledge, the following process may be used.
- 10.04** The two (2) parties will be required to agree upon the name of an Arbitrator who will be asked by them to sit as a single arbitrator.
- 10.05** The decision of the Arbitrator established in the above manner shall be final and binding on the Agency and the Union.
- 10.06** Each of the parties to this Agreement will jointly share the expense of the Arbitrator.
- 10.07** No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance unless agreed to by the parties.
- 10.08** An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, to alter, modify, or amend any part of this Agreement.
- 10.09** The time limits may be extended by mutual written consent of the parties.

ARTICLE 11 - BULLETIN BOARD

- 11.01** The Agency agrees to provide a bulletin board on which to display notices pertaining to Union business, advice regarding meetings, and other material of interest to members. All such notices shall be submitted to the Executive Director or designate for approval before posting. Such approval shall not be unreasonably denied.

ARTICLE 12 - SENIORITY

- 12.01** a) Seniority is the principle of granting preference to employees in accordance with their length of continuous employment since last date of hire with the Agency for vacancies and promotions within the bargaining unit, layoff, and recall from layoff, applied as set out below and vacation scheduling as set out in Article 25.04.

- b) The Agency will post a seniority list showing the employee's current classification and the date when each employee's employment commenced. Where two (2) or more employees commence work on the same day, seniority shall be determined by drawing names from a hat.
- c) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. If an employee does not challenge the Employer's seniority standing as indicated on the seniority list within thirty (30) days from the date the seniority list is posted, then the employee shall be deemed to have the proper seniority standing. The Agency shall make a correction to the seniority list, when applicable, within seven (7) calendar days of the date an employee notifies the Agency that the seniority standing as indicated on the list is incorrect.
- d) Probationary Period:
 - (i) Newly hired permanent and temporary employees shall be considered to be on probation for a period of four (4) months from the date of last hire.
 - (ii) Newly hired relief employees shall be considered to be on probation for a period of sixty (60) days worked.
 - (iii) Where an employee is absent from scheduled work during the probationary period, the period shall be extended by the number of scheduled work days that the employee was absent.
 - (iv) An employee will have no seniority rights during the probationary period and may be terminated at any time during the probationary period. Such termination shall not be the subject of a grievance or arbitration nor considered to be a difference between the parties.
 - (v) An employee's probationary period may be extended upon such conditions as may be established by mutual agreement between the parties.
 - (vi) Upon successful completion of the probationary period, an employee shall receive a seniority date of the employee's date of last hire.

- 12.02**
- a) Employees who have accumulated seniority in the bargaining unit shall retain seniority when transferred to a non-bargaining unit position. Notwithstanding the above, where the absence from the bargaining unit is for a specific period not to exceed twelve (12) months, seniority will continue to be accumulated and the employees' position in the bargaining unit will be filled on a temporary basis as necessary to allow the employee to return to the position within the time limits above. This clause applies only to permanent bargaining unit members who transfer out of the bargaining unit for a period. It shall not

apply to non-bargaining unit persons who become temporary employees and return to their former status.

- b) Seniority shall operate on a bargaining unit wide basis, for layoff and recall.
- c) There shall be one seniority list for all employees.

12.03 Seniority shall continue to accumulate for a maximum period of twenty-four (24) months where an employee has completed her probationary period and is absent from work due to illness or injury or approved leave of absence.

12.04 An employee on maternity leave shall continue to accumulate seniority for the duration of such leave.

12.05 An employee shall continue to accumulate seniority when absent from work due to vacation, paid holidays, or any leave of absence.

ARTICLE 13 - LOSS OF SENIORITY

13.01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- a) Voluntarily resigns, quits, retires or is discharged and the discharge is not reversed through the grievance or arbitration procedure.
- b) Is absent from work more than twenty-four (24) months by reason of illness, or other disabilities, subject to the *Human Rights Code* and/or governing legislation.
- c) Is absent from work due to layoff for a period of twenty-four (24) continuous months from the last day worked.
- d) Fails to return to work after layoff within fourteen (14) calendar days after being requested to do so by management, by registered mail sent to the last address recorded by the employee and appearing on the records. This time limit may be extended by the Agency for justifiable reasons.
- e) Takes work elsewhere during a leave of absence or sick leave without written consent of the Agency.
- f) If the employee is absent for scheduled work, without a reason satisfactory to the Agency, for a period of three (3) consecutive working days.

ARTICLE 14 - JOB POSTING

14.01 In the event new jobs are created or vacancies occur in the existing job classifications, which the Agency intends to fill, they shall be handled in the following manner:

The Executive Director shall post all vacancies and new jobs created on the main bulletin boards inside offices where all employees may see them, and they shall remain posted for a period of seven (7) calendar days, excluding statutory holidays. Such notice shall include the name of the position, minimum qualifications required, wage rate and regular hours of work. For internal applicants, the Agency reserves the right to hold interviews for vacancies and new jobs when those vacancies or jobs are designated jobs or when it involves a change of classification for the applicant.

14.02 a) Employees shall have the right to make written application to fill such vacancies or new jobs during the posting period. The Agency will consider the applications on the following basis:

(i) The experience, qualifications, skills and ability to do the work and the efficiency of the employees concerned shall be the primary consideration.

(ii) Where two applicants are relatively equal on the above factors, seniority shall govern.

(iii) In considering applicants for a posted position, the Employer shall use the following priority: firstly, permanent employees; secondly, temporary employees; thirdly, casual employees.

b) An employee who moves into a new classification will be on trial for forty (40) working days in that new position. Such an employee will be able to return to her former position within forty (40) working days if either:

(i) The employee feels that she is not suitable for the position and wishes to return to her position, or

(ii) The Agency feels that the employee is not suitable for the position and requires that she returns to her former position.

14.03 a) In the event that an employee returns to her former position in accordance with 14.02 a) and b) the second most senior applicant would be given the original posted vacancy.

b) Temporary vacancies of more than three (3) months and less than twelve (12) months shall be posted as soon as the Executive Director becomes aware of

the vacancy. Nothing will prevent the Agency from filling vacancies temporarily as long as the vacancies are filled by seniority.

ARTICLE 15 - LAYOFF AND RECALL

15.01 Definition of Layoff

A layoff shall be defined as a lack of work necessitating a reduction in the workforce or reduction in hours of work. Should a layoff situation arise, the Agency will discuss with the Union the most desirable approach of dealing with the matter in the interests of both the employees and the Agency.

15.02 In the event of a proposed layoff of a permanent nature, the Agency agrees to:

- a) provide notice to the Union of no less than thirty-five (35) days written notice of a proposed layoff unless the reason for the layoff is a reduction in the Agency's funding in which case the Agency will inform the Union as soon as it is known that the reduction in funding may result in layoffs.
- b) provide notice to the affected employee(s) in accordance with the *Employment Standards Act*.

15.03 Employees shall be laid off in accordance with 12.02(b) in reverse order of their bargaining unit wide seniority provided that the remaining employees are qualified and are willing to do the work, which is then available.

15.04 New employees shall not be hired for a position until those who are laid off and who are qualified for the position have been recalled.

15.05 Permanent positions in existence as of September 1st, 2003, shall not be contracted out.

ARTICLE 16 - EMPLOYEE PROTECTION

16.01 The Agency shall take every reasonable precaution to protect an employee, or employees, in the case of a work-related threat or intimidation to an employee's personal safety. When such a threat is received, the employee(s) shall inform a member of management of the incident. The Agency shall be responsible for instituting and maintaining a workable procedure for monitoring such incidents.

16.02 a) The Union and the Agency recognize the right of employees to work in an environment free from harassment. Therefore, the Union and the Agency agree to cooperate in resolving any complaints of harassment, which may arise in the workplace

- b) It is understood that the grievance procedure applies to Article 16 and that grievances under this clause will be handled with all possible confidentiality.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 An employee may be granted a leave of absence without pay for personal reasons provided:

- a) She requests it from the Agency in writing at least thirty (30) days prior to such leave.
- b) The leave is for good reason and does not interfere with operations.
- c) An emergency request for a leave of absence without pay would be considered and granted at the management's discretion.
- d) Such request shall not be unreasonably denied.

17.02 All leaves of absence granted for a period of twelve (12) calendar months or less under Article 17.01 above are predicated on:

- a) The Agency's commitment to reinstate the employee, upon the expiration of the leave of absence, to the employee's former position and classification, or if the former position no longer exists, to a comparable position and classification, provided that the employee meets the criteria of Article 14.02.
- b) If on the return from an authorized leave of absence an employee's job no longer exists and there is no comparative job, the employee may exercise her seniority to obtain a job to which she is fully qualified and suitable, and in accordance with the criteria of Article 14.02 and will be paid at the salary level of the new job.

17.03 a) Leave of absence without pay shall be granted to attend union meetings, conferences or conventions provided however, that the said leave will not total more than ten (10) working days per year, that sufficient notice of such leave of absence will have been provided to the Agency, that such leave will not unduly interfere with the proper functioning of the Agency, and that not more than two (2) employees shall be granted leave at any one time.

- b) During such leave the employee(s) salary shall be maintained by the Agency on the basis of what the normal regular hours of work would have been, provided that the Union reimburses the Agency within thirty (30) working days of billing.

- c) Approval for such leave shall not be unreasonably withheld.

ARTICLE 18 - BEREAVEMENT LEAVE (Full-Time and Part-Time Only)

- 18.01**
- a) In the event of a death in the immediate family, an employee shall be granted upon request, five (5) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral or attending to the affairs of the deceased.
 - b) "Immediate family" shall mean spouse, common-law spouse, (which shall mean a person of either gender) as defined in the *Family Law Act*, parent, sibling, child, stepchild, grandchild, father or mother-in-law, son or daughter-in-law, grandparents and step-parents.
 - c) In the event of a death of the employee's brother or sister-in-law, uncle or aunt, niece or nephew, foster parent or ward of the employee, an employee will be granted, upon request, up to a maximum of three (3) days without loss of regular pay, for the purpose of attending and/or making arrangements for the funeral or attending to the affairs of the deceased.
- 18.02** Additional leave with pay of up to three (3) working days may be granted by the Executive Director where out of town travel is required or in exceptional circumstances.
- 18.03** Additional unpaid time may be made available for bereavement leave as required by special circumstances with the mutual agreement of the employee and Executive Director. On request, the employee will provide proof to support the need for additional bereavement leave. Such additional leave shall not be unreasonably denied.

ARTICLE 19 - EDUCATION LEAVE (Full-Time and Part-Time Only)

- 19.01** Where the Agency instructs an employee to attend a seminar or conference directly related to the Agency's programs, it shall provide leave of absence for such employee, without loss of pay from the employees regularly scheduled working hours to attend such seminars and conferences. In addition, the Agency shall pay the fees for such seminar and conferences.
- 19.02** **Sabbatical**
- Staff who completed four (4) years or more of employment may be granted at the discretion of the Executive Director or designate up to one (1) year of leave for educational purposes. The foregoing shall be predicated on:
- a) No wages or benefits shall be paid.
 - b) If there is more than one request, the second shall be granted only on the ability of the agency to accommodate said request.

19.03 The Agency may arrange a flexible schedule to allow an employee to take courses to upgrade her qualifications related to the work of the shelter.

ARTICLE 20 - JURY DUTY AND SUBPEONA

20.01 An employee, when called for jury duty or subpoenaed as a witness in court, will be paid in accordance with her regular schedule of work. The employee must notify and provide proof to the Agency as soon as she has received the notice for jury duty or notice of being subpoenaed as a witness in court and provides proof that she reported for jury duty or attended as a witness. Where the employee's attendance is not required for the whole day, the employee shall return to work immediately upon the employee's release from duty. Where an employee is subpoenaed to be a witness in a matter which arises out of the scope of their employment, the employee shall be paid in accordance with the Collective Agreement for all hours required to be in court.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

- 21.01**
- a) Pregnancy and parental leave shall be administered in accordance with the provisions of the *Employment Standards Act*.
 - b) An employee requesting pregnancy and/or parental leave shall give her supervisor at least two (2) months notice of the date pregnancy leave and/or parental leave is to begin together with a medical certificate setting out the expected birth date.
 - c) An employee returning to work after a period of pregnancy and/or parental leave shall provide the Executive Director or designate with a minimum of fourteen (14) calendar days' notice in writing.
 - d) The employee shall continue to accumulate seniority and service credits during the period of leave.
 - e) The employee will retain her bidding rights for internal job postings for the period of the leave.

ARTICLE 22 - HOURS OF WORK

22.01 The following 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 per week. The normal hours for full-time employees shall be thirty-six (36) hours per week. For full-time employees, the normal hours of work shall be 1872 hours per year.

22.02 Work schedules covering a twelve (12) month period will be posted on March 1, to be effective the pay period closest to April 1 of each year for the coming year.

Employees may be permitted to exchange shifts or days off at the discretion of the Executive Director, providing notice is given, no less than twenty-four (24) hours prior to the start of the changed shift. It is understood that any such exchanges will not result in added cost or penalty to the Agency.

22.03 An employee will be allowed two (2) rest periods of fifteen (15) minutes each and one paid sixty (60) minute meal period in a shift of seven (7) hours or more. The Employer will ensure that scheduled employees receive the meal period away from work. Employees working a shift of five (5) hours and up to seven (7) hours shall receive one 30-minute paid meal period.

22.04 Where an employee is directed by the Employer to either attend earlier or stay later than normal shift times in order to exchange change-of-shift information, such employee shall receive time in lieu of 15 minutes at the employee's regular straight time hourly rate to provide or receive the report. Only one employee shall be eligible for such payment.

22.05 Temporary employees shall be assigned the work schedule of the employee(s) they are replacing. In the event a temporary employee is hired to address overflow or as a result of extra funding, the Executive Director shall provide as much advance notice as is reasonably possible. The parties also recognize that in the case of temporary employee workers advance scheduling may not always be possible, but the Executive Director agrees to provide as much advance notice as is reasonable possible.

ARTICLE 23 - OVERTIME

23.01 Hours which have been approved by the Executive Director and have been worked by permanent full-time, permanent part-time or temporary employees in excess of thirty-six (36) hours per week will be compensated by granting time off in lieu and one half (1/2) hour for each excess hour worked. This time may be taken at a time mutually agreeable upon by the Executive Director and the employee within the current budget year.

Time worked by a relief employee in excess of forty-four (44) hours per week shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate.

23.02 Time spent on staff development, workshops outside the Agency, which are required by the Agency, and staff meetings of not more than four (4) hours shall be considered time worked for the purpose of the overtime provision.

ARTICLE 24 - VACATION

24.01 For the purpose of computing vacations, the term "full year of service" shall refer to twelve (12) months of continuous full-time service.

- 24.02** Vacations will be scheduled by April 1st each year for the ensuring vacation period. Due consideration will be given by the Agency where possible. In the event of a conflict in vacation scheduling, the more senior person will be given preference. After April 1st, vacations not then scheduled will be on a first come first served basis.
- 24.03** Permanent full-time employees may carry over one (1) week of vacation into the next year with the permission of the Executive Director or designate.
- 24.04** A permanent full-time employee will receive vacation after service at April 1 in each year on the following basis:
- | | | |
|--------------------------|---|-----------|
| Less than one (1) year | - | 72 hours |
| More than one (1) year | - | 108 hours |
| More than five (5) years | - | 180 hours |
- 24.05** A permanent full-time employee whose employment terminates at any time in the vacation year prior to using her earned vacation will be entitled to a proportionate payment of her vacation entitlement that was earned prior to the date of termination.
- 24.06** Where a permanent full-time employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled, upon submission of written proof, to bereavement leave in accordance with Article 19.01. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.
- 24.07** A permanent full-time employee who becomes seriously ill or is injured during the employee's scheduled vacation period will have the remainder of their vacation credits re-instated upon submission of evidence acceptable to the Employer. The remaining vacation credits shall be rescheduled at a mutually agreed upon time.
- 24.08** A temporary employee shall receive vacation pay in the amount of four percent (4%) of the employee's regular straight time earnings.

ARTICLE 25 - STATUTORY HOLIDAYS

- 25.01** Each permanent full-time employee will be entitled to the following statutory holidays annually:

New Years Day	Labour Day	Family Day
Good Friday	Thanksgiving Day	1 floater day
Victoria Day	Christmas Day	
Canada Day	Boxing Day	

provided the employee works the employee's scheduled work day on each of the scheduled working days immediately preceding and following the holiday, unless the employee is absent due to vacation, or absent due to an illness or injury which commenced within two (2) months of the date of the holiday, or a paid leave of absence or union leave, provided the employee is not otherwise compensated for the holidays.

For the purposes of this Article, permanent full-time employee shall receive a compensating holiday time bank of eighty (80) hours at the beginning of each fiscal year to be used for statutory holiday time.

25.02 Should a recognized holiday as defined in 25.01 fall during a permanent full-time employee's vacation, the extra day or days may be added to the vacation or taken at a later date at a time mutually agreed between the employee and the Executive Director, or at a time directed by the Executive Director.

25.04 Where a permanent full-time employee is scheduled to work on a recognized holiday and the employee does, such employee shall be paid at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate for all hours so worked.

25.05 In lieu of statutory holidays and any insured health and welfare benefits, temporary employees shall receive four percent (4%) of the employee's regular straight time earnings.

ARTICLE 26 - WAGES

26.01 The wage scales and classifications shown in *Schedule "A"* attached to and forming part hereof shall be effective as shown during the term of this Agreement.

26.02 It is agreed that if any new bargaining unit job classification is established during the life of this Agreement which is not covered by the schedule of wages now in effect, the rate of such new job classification will be determined by the Agency after consulting with the Union.

26.03 Salaries will be paid on a bi-weekly basis.

26.04 A temporary employee shall be paid the same hourly rate as permanent workers, excluding the Family Court Support workers. If any new positions are coming up, the parties agree to discuss prior to applying for the funding.

ARTICLE 27 - SICK LEAVE

27.01 a) Sick leave means the period of time an employee, or a dependent child residing with the employee is ill, during which the employee is granted a leave of absence from scheduled working hours due to being ill or disabled.

- b) Permanent full-time employees shall accumulate sick leave credits at the rate of 108 hours per calendar year. Part-time employees shall accumulate sick credits pro-rated on the basis of hours worked. Sick credits are non-cumulative.
- c) Temporary employees shall accumulate one (1) day of sick leave credit per month for every month of active work. Sick leave credits are not refundable and are non-transferable at the end of a temporary assignment.

27.02 Sick leave accrued has no cash value, including at the time of termination.

27.03 Staff must bring in a medical certificate from a doctor, if they are away from work on sick leave for three (3) consecutive days or more, or when requested by the Executive Director or designate.

27.04 Staff must endeavour where possible to give notice of at least eight (8) hours for the overnight and four (4) hours for the day shift if they are ill. Staff must provide a satisfactory explanation for their inability to do so.

27.05 Sick credits shall be neither accumulated nor drawn out when an employee is on short-term or long-term disability.

27.06 Temporary employees shall accumulate one shift of sick leave credit per month for every month of active work. Sick leave credits are not refundable and are non-transferable at the end of a temporary assignment.

ARTICLE 28 - HEALTH AND INSURANCE BENEFITS

28.01 The fringe benefits provided to permanent full-time employees as of September 1st, 2003, shall be maintained.

28.02 Permanent Employees Filling Temporary Positions

Permanent employees who are receiving benefits under Article 28.01 above at the time they begin working in a temporary position with more hours of work per week than their permanent position will have their insured benefits increased to match those hours and they will receive vacation, sick and stat time pro-rated for the period of the contract based on the contract hours per week. They will not receive (accumulate) vacation, sick and stat time for their permanent position while working the temporary position.

Permanent employees who are receiving benefits under Article 28.01 above at the time they begin working a temporary position with less hours of work per week than their permanent position will have their insured benefits reduced to match those hours and they will receive vacation, sick and stat time pro-rated for the

period of the contract based on the contract hours per week. They will not receive (accumulate) vacation, sick and stat time for their permanent position while working the temporary position.

Permanent employees who are not receiving benefits under Article 28.01 above at the time they begin working a temporary position will receive 4% in lieu of insured benefits and they will receive vacation, sick and stat time pro-rated for the period of the contract based on the contract hours per week. They will not receive (accumulate) vacation, sick and stat time for their permanent position while working the temporary position.

28.03 Any temporary employee not covered under Article 28.02 shall receive 4% of the employee's regular straight time earnings in lieu of statutory holidays and any insured health and welfare benefits.

ARTICLE 29 - KILOMETRAGE

29.01 Travel reimbursement for kilometrage shall be forty cents (40¢) per kilometre.

ARTICLE 30 - JOB CLASSIFICATION

30.01 If the Agency establishes a new classification in the bargaining unit, the Agency shall advise the Union of the new classification and the rate established. If requested, the Agency agrees to meet with the Union to discuss the wage rate.

ARTICLE 31 - REPRODUCING THE AGREEMENT

31.01 The Agency will cover the cost of reproducing the Collective Agreement for all of its employees.

ARTICLE 32 - RENEWAL, AMENDMENT AND TERMINATION

32.01 This Agreement shall continue in effect until March 31, 2023, from the date of ratification and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing, within ninety (90) days prior to the annual expiration date, that they desire to amend or terminate this Agreement.

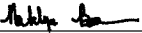
32.02 In the event of notification being given as to amendment of the Agreement, negotiations between the parties shall begin within forty-five (45) days following such notification.

32.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or

completion of the proceedings prescribed under the *Labour Relations Act*, of the Province of Ontario which culminate in a strike or lock out.

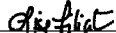
DATED at North Bay, this 12th day of October 2021

FOR THE AGENCY




Natalya Brown (Oct 12, 2021 12:04 EDT)

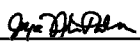
FOR THE UNION




Lise Filiatrault (Oct 12, 2021 12:00 EDT)



Danielle Foren (Oct 12, 2021 11:50 EDT)



Joyce Nelson-Palmateer (Oct 12, 2021 21:16 EDT)



Robin Campagnaro (Nov 23, 2021 12:12 EST)

SCHEDULE A - SALARY

The hourly rate for permanent employees shall increase as follows:

CLASSIFICATION	HOURLY RATE AS AT January 01, 2019	HOURLY RATE AS AT April 01, 2019	HOURLY RATE AS AT April 01, 2020	HOURLY RATE AS AT April 01, 2021	HOURLY RATE AS AT April 01, 2022
Casual Workers Front Line Worker Outreach Workers Child Support Worker Cook Family Court Support Worker	25.19	25.32	25.44	25.70	25.95

NOTE: Wages will be adjusted as per the Letter of Understanding on page 24.

Pay Equity rates will be adjusted accordingly.

LETTER OF UNDERSTANDING

Between

NIPISSING TRANSITION HOUSE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4720-3

The Employer will jointly work with the Union to consider a new benefits carrier and will cooperate in providing the proposed carrier with the necessary demographic data by January 31, 2013, provided that the following two conditions are met prior to providing the data:

The proposed carrier will enrol all currently eligible permanent full-time and permanent part-time employees without any exclusion for pre-existing conditions.

Management employees will be enrolled as part of the group.

DATED at North Bay, this 11th **day of** June, **2019.**

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

NIPISSING TRANSITION HOUSE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4720-3

The Parties agree to the following:

If the Ministry provides additional funding for salaries, for year 2016, 2017 or 2018, the Employer will advise and disclose to the Union as soon as the Ministry confirms the funding and will apply the funding in a manner prescribed by the Ministry.

Additionally, the Employer will provide a lump sum payment of 0.5% the annual hourly wage in each April 1 of 2016 and 2017.

Note: The Employer has already provided the 0.5% lump sum hourly wage in each year for April 1, 2016 and 2017. The Employer agrees to provide the union with financial information which will demonstrate that the payment was duly paid.

The Employer will provide a general wage increase of 0.5% on April 1, 2018 to all employees.

Pay Equity increases shall continue to be made each January 1 until Pay Equity is achieved.

DATED at North Bay, this 11th day of June, 2019.

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]