

# **COLLECTIVE AGREEMENT**

BETWEEN

**NORTH OF SUPERIOR  
COMMUNITY MENTAL HEALTH  
PROGRAM CORPORATION**

AND

**CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 3253**

**APRIL 1, 2023 TO MARCH 31, 2026**

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## **ARTICLE 1 – PREAMBLE**

### **1.01**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees and to provide just and settled conditions of employment.

### **1.02**

Definitions in this document shall be as follows:

- a. **“EMPLOYER”** shall mean the North of Superior Counselling Programs.
- b. **“UNION”** shall mean the Canadian Union of Public Employees and its local 3253.
- c. **“THEY”/ “THEM”/ “THEIRS”** are pronouns used to denote persons both singular and plural, as the context so requires. Whenever the gender neutral (they/them/theirs) appears in this Collective Agreement it shall also mean all genders.
- d. **“PERMANENT STAFF”** shall mean all regular full time and part time employees who have successfully completed their probationary period.
- e. **“REGULAR PART TIME STAFF”** shall mean an employee who works on a pre-determined regular schedule up to one hundred and twelve and a half (112.5) hours per month. Part time employees shall not be scheduled for less than thirty-seven and one half (37.5) hours per month.

Part time employees shall be covered by the terms of the Collective Agreement except they shall not be covered by Article 16, clause 16.01. Article 19, and Article 22 unless the part time employee qualifies for HOOPP under clause 22.02.

- f. **“REGULAR FULL TIME EMPLOYEE”** shall mean an employee who is regularly scheduled to work 37.5 hours per week.
- g. **“TEMPORARY STAFF”** shall mean an employee engaged to meet a temporary labour demand caused by illness, pregnancy or parental leave or other leave of absence for not more than a total of eighteen (18) months, or in accordance with the Ontario Employment Standards Act.

Temporary staff shall be covered by the terms of the Collective Agreement except that temporary staff shall not be covered by the benefit package available to permanent staff nor shall they accumulate seniority. Should a temporary staff person become a permanent staff person, their seniority shall date from the first date of hire.

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- h. **"CASUAL EMPLOYEE"** is an employee who is hired to work on an irregular or on a as needed basis, and may be called in to replace for sick leaves, vacation leaves, and or on an emergency basis. Casual employees will be paid the start rate of the position they are hired to replace. Casual employees will progress on the wage grid as per Schedule "A". Casual employees will receive vacation and statutory holiday pay in accordance with the Employment Standards Act as amended.
- Any available extra work will be offered to part-time staff first based on seniority then to Casual employees.
  - Casual employees shall accumulate seniority based on hours worked.
  - Casual employees will be placed on a call-in list within their individual office(s) in order of seniority and will be offered work on a rotational basis.
  - It is understood that the use of Casual employees will not result in the loss or reduction of regular hours of work for Permanent full-time or part-time employees.
  - Casual employees are entitled to bid on any internal postings.
  - Casual employees who successfully post into a permanent position will have their seniority as casuals recognized as per Article 13.03, once they have completed the probationary period as per Article 14.05.
  - Continuity of service shall be considered broken and employment terminated when a Casual employee refuses three (3) consecutive offers to work without a reasonable explanation.
  - All newly hired Casuals shall be on probation for a period of 975 hours of work from their date of hire.
  - Casual employees shall not be covered by the following Articles 15, 16, 17, 19, 22.
  - Casual employees work hours will not exceed (37.5) hours per month unless covering extended absences with the exception of pregnancy, parental/adoption leave(s).
  - It is understood that casual work assignments are to be made within individual offices and not across the entire Agency.
- i. **"BOARD"** shall mean the Board of Directors of the North of Superior Community Mental Health Program.
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- j. **"NORTH OF SUPERIOR PROGRAMS"** shall mean North of Superior Community Mental Health Program.
- k. **"DIRECTOR"** shall mean the Executive Director of the North of Superior Community Mental Health Program.
- l. **"PRESIDENT"** shall mean the President of Canadian Union of Public Employees Local 3253.
- m. **"BROKERAGE POSITION STAFF"** shall mean an employee engaged to perform bargaining unit tasks on a yearly basis. The term of employment shall be determined by the funding received for such positions. Brokerage position staff shall be covered by the terms of the Collective Agreement except that they shall not be covered by the benefit package available to permanent staff. These positions will not require a Degree or Diploma and will be paid in accordance with Schedule "A".

When new Brokerage Positions are created within the bargaining unit, the Employer shall meet with the Union to discuss the position duties and rates of pay.

- n. **"SUPERVISOR"** shall mean the Clinical Service Manager of one or more of the Agency's programs.

### **1.03 FUNDING**

It is understood by both parties that all funding for all segments of the Program is dependent upon levels of funding agreed to by the Provincial Government Ministries involved. The continuance of the Program is also dependent upon continued funding.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that the management of the Employer's operations and directions of the working force are fixed exclusively with the Employer and shall remain solely with the Employer, except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- a. To operate and manage its business in all respects in accordance with its commitments, responsibilities, operational goals, values, budget, and Ministry guidelines.
  - b. To maintain order, discipline and efficiency and to establish, amend, and enforce rules, regulations, policies, and procedures to be observed by employees.
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- c. To select, hire, transfer, classify, promote, demote, lay off, recall, assign duties, and to suspend, discipline or discharge any employee for just cause.
- d. To plan, direct, evaluate and control the work of the employees and the operations of the local offices including the right to introduce new procedures or equipment and to determine work schedules and supervision.
- e. To provide staff that the Board deems necessary for the operation of the Program.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 BARGAINING UNIT**

The Employer recognizes the Canadian Union of Public Employees and its Local 3253 as the sole and exclusive bargaining agent for all employees in the employ of the Employer save and except the Executive Director, Supervisors and persons above the rank of Supervisor, Executive Assistant, persons performing functions related to finance, human resources, administration, and information technology.

### **3.02 NO OTHER AGREEMENTS**

No employee shall be required to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

### **3.03**

This Agreement shall not be applicable to any employee hired by this Employer under special government grants for extra programs. Government grant employees will not be hired to replace regular employees of the Program but may supplement these employees with special tasks.

### **3.04 UNION ORIENTATION**

The Employer shall provide the Secretary of the Union with the names of newly hired employees within one (1) week of hiring. An officer of the Union shall be given an opportunity to meet with each new employee, within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment. The purpose of the meeting shall be to acquaint the new employee with the Collective Agreement, union membership and their responsibilities and obligations as a Union member.

### **3.05 UNION ACTIVITY**

No employee shall engage in Union business at the Employer's premises, or during working hours, unless authorized by the Employer. This includes not using the Employer's equipment such as long distance phone services, photocopiers computers

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or fax machines. This Article does not apply to posting notices on the bulletin board, reasonably necessary Union Steward activities, or attending meetings called between the Union and the Employer. Such employees shall not suffer any loss of pay or benefits, while performing union business during approved working hours.

### **3.06 CUPE NATIONAL REPRESENTATIVE**

The members of the Union shall have the right, at any time, to have the assistance of the CUPE National Representative.

### **3.07 CONTACT INFORMATION**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone numbers (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary), and if the employee is on leave of absence, the nature of leave.

The employee contact list will be provided in an electronic report to the Local President and the CUPE National Representative twice a year, January and June. All employees will be required to update their information with the Employer, in accordance with established process.

## **ARTICLE 4 - HUMAN RIGHTS**

### **4.01**

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rates and raising, upgrading, promotion, transfer, lay off, recall, discipline, classification, discharge, or any other action by reason of race, creed, colour, ancestry, national origin, religion, political affiliation or activity, place of residence, sex, sexual orientation, marital or parental status, disability, nor by reason of their membership or activity in the Union.

It is the policy of the Employer to incorporate into its employment practices the meaning and the intent of the Ontario Human Rights Code and any other relevant legislation. However, the Employer recognizes that there may be circumstances in which the needs of the communities served require the employment of staff with specific cultural, geographical or linguistic background.

### **4.02 NO HARASSMENT**

The Agency and the Union agree that there will be no discrimination or harassment practiced by any party to this Agreement on the basis of criteria set out in the Ontario

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Human Rights Code nor by reason of an employee's membership or non-membership or legal activity in the Union.

## **ARTICLE 5 - UNION DUES**

### **5.01**

- a. The Employer shall deduct from every employee dues properly levied by the Union.
- b. Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses and classifications of employees from whose wages dues deductions have been made. Employees shall provide their consent in writing for the provision of this information at the time of hire.
- c. At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union Member in the previous year.

## **ARTICLE 6 - LABOUR - MANAGEMENT RELATIONS**

### **6.01**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

All correspondence between the parties shall pass to and from the Human Resources, Executive Director or designate and the President or designate with a copy to the Recording Secretary of the Union.

### **6.02**

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee. In the event negotiations take place during the normal working week, three (3) representatives of the Union who are employees of the Employer may participate in such negotiations without loss of pay for time spent in

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negotiations during normal working hours (no overtime or comp time will be permitted). The Union will cover the cost of meals, travel and accommodations.

### **6.03**

All matters pertaining to collective Bargaining shall be referred by the Union Bargain Committee to the Employer for discussion and settlement.

### **6.04**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

## **ARTICLE 7 - RESOLUTIONS AND REPORTS OF THE BOARD**

### **7.01 COPIES OF RESOLUTIONS**

Copies of all motions, resolutions, by-laws or rules, and regulations adopted by the Board which are directly related to the manner in which the employees are required to perform their work will be available to the employees or to the Union at the office of the Executive Director. This shall not include confidential material. A copy of the Board minutes will be sent to each office of the Employer.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 DEFINITION OF GRIEVANCE**

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement and without limiting the generality thereof, shall include grievances arising out of discharge or suspension of employees.

### **8.02 SETTLING OF GRIEVANCE**

An earnest effort shall be made to settle the grievance fairly and promptly in the following manner, however, nothing in the Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in this Article without prejudice to their respective positions:

### **COMPLAINT**

An employee who has a complaint must, either alone or accompanied by a Steward, within seven (7) working days of the occurrence giving rise to the complaint, meet with their immediate Supervisor to discuss the complaint prior to a grievance being filed. The immediate Supervisor shall have seven (7) working days to respond to the employee's complaint.

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## **STEP 1**

Failing satisfactory settlement at the complaint stage, a grievance must be submitted by the Union to the Executive Director within ten (10) working days. The Executive Director shall render their decision within fifteen (15) working days.

## **STEP 2**

The parties agree that prior to arbitration the parties will use a mediation process to settle disputes either with an independent mediator or as part of the mediation/arbitration process.

### **8.03 POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, it will be heard at Step 1 of this Article.

### **8.04 UNION MAY INSTITUTE GRIEVANCES**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, with the written consent of the affected employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

### **8.05 EMPLOYER'S GRIEVANCES**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee(s) covered by this Agreement), by forwarding a written statement of said grievance to the Recording Secretary of the Local Union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Recording Secretary of the Union shall give the Union's decision in writing seven (7) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 9.

### **8.06 REPLIES IN WRITING**

All Grievances and replies to grievances, stating reasons, shall be in writing at all stages commencing at Step 1.

### **8.07 PERMISSION TO LEAVE WORK**

In order that the work of the Employer shall not unreasonably be interrupted, no union grievance committee member or steward shall leave their work to investigate disputes and present adjustments as provided in this Article, without obtaining the permission of

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the immediate supervisor. Such permission shall be given as soon as reasonably possible.

## **ARTICLE 9 – ARBITRATION**

### **9.01 A. COMPOSITION OF BOARD OF ARBITRATION**

In the event the parties are unable to reach a settlement of a grievance under the Grievance Procedure as set out in Article 8, the aggrieved party must, within five (5) working days of exhausting the Grievance Procedure, request that the grievance be submitted to arbitration. The request shall be made by letter sent by registered mail or email to the other party of the agreement. Unless both parties have prior to this letter or email being sent, agreed to the appointment of a single Arbitrator in writing, the letter shall also state the name of the party's nominee to an arbitration board indicating the name of its nominee on an arbitration board. Within five (5) working days of receiving the letter, the other party shall answer by registered mail or email indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial Chairperson.

### **9.01 B. FAILURE TO APPOINT**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### **9.01 C. DECISION OF THE BOARD**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

### **9.02 EXPENSES OF THE BOARD**

Each party shall pay:

- a. the fees and expenses of the arbitrator it appoints.
- b. one-half (1/2) the fees and expenses of the Chairperson.

### **9.03 A. MANDATORY TIME LIMITS**

The time limits set out in the grievance and arbitration procedure are mandatory. Failure to comply with such time limits shall result in the grievance being conclusively

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deemed to have been abandoned and shall not form the subject matter of a new grievance. This clause shall not apply in the event that an Arbitrator orders a grievance to be heard as a result of a successful Duty of Fair Representation Complaint.

### **9.03 B. MUTUAL AGREEMENT TO AMEND TIME LIMITS**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of both parties to this Agreement.

### **9.04 WITNESSES**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, provided that sufficient staff remain on duty to staff the Employer's various offices. The Employer agrees that employee(s) of the North of Superior Counselling Programs will not suffer any loss of pay while attending a grievance or arbitration procedure as a grievor or witness. The Employer agrees to pay for hotel and meal expenses of such employees in accordance with the policy of the North of Superior Counselling Programs. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer's premises.

### **9.05 PLACE OF HEARING**

Arbitration hearings shall be held at a time and place fixed by mutual agreement of the parties.

## **ARTICLE 10 - RIGHTS OF STEWARDS**

### **10.01**

A Steward shall have the right to investigate complaints of an urgent nature while on duty by first obtaining the permission of their Supervisor. Permission for leave shall not be unreasonably sought nor withheld.

### **10.02**

Where a Steward has been granted permission as referred to in 10.01 above, they shall upon return to their duties notify their Supervisor of their return.

### **10.03**

Stewards shall recognize their responsibilities to the Employer prior to performing to their duties as Stewards and shall limit their steward duties as much as possible while on duty as provided in 10.01.

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#### **10.04**

The Union agrees to provide the Employer with a list of Representatives subsequent to the ratification of this Contract and shall submit any and all changes or amendments to this list as they occur during the life of this contract.

#### **10.05**

The Employer will not be responsible to pay expenses (e.g. mileage) in connection with any of the above.

### **ARTICLE 11 - DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **11.01 A.**

The reasons for discipline, suspension, or discharge shall be given in writing to the employee, and further the duration of suspension shall also be given in writing within two days of the disciplinary action. This clause does not apply to probationary employees.

#### **11.01 B.**

Employees shall have a right to see their personnel files and respond in writing to any document contained therein. Employees must contact Human resources in advance to arrange for a viewing appointment.

#### **11.01 C.**

Any adverse report, letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction.

#### **11.02 DISCHARGE PROCEDURES**

In all instances, disciplinary action, including suspension or discharge of all employees, except probationary employees will be taken only after a full investigation which will be conducted as follows:

#### **11.02 A.**

The Employer will inform the employee concerned and the Union of the complaint or allegations made against the employee. The Employer will further inform the employee and the Union that an investigation will be held at a time and place determined by the Employer. The Employer must either provide the Union with forty-eight (48) hours' notice of the time and date of the meeting to ensure Union representation is available or the Employer must agree to reschedule the meeting to a time which is agreeable to both

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the Union and Employer. In no event will the meeting occur later than seven (7) working days after the union is notified.

**11.02 B.**

The employee affected will be given the opportunity to respond to the allegations against them, either personally or with the assistance of a representative of the Union, as they so choose.

**11.02 C.**

Employees may only be suspended or dismissed by the Employer for just cause. Such suspension or discharge is subject to the Grievance and Arbitration process where applicable.

**11.02 D.**

The Employer shall provide notice of termination and/or termination pay, severance, and/or continuation of employee's benefits where required by the Employment Standards Act. Employees shall provide at least two (2) weeks' notice of their intention to resign.

**11.02 E. DISCHARGE, SUSPENSION AND DISCHARGE**

An employee may be suspended or dismissed for just cause. Such suspension or discharge is subject to the Grievance and Arbitration process where applicable. Should it be found at arbitration that the employee was unjustly suspended or dismissed, such employee may be reinstated to their former position, and be compensated for time lost in an amount which is just and equitable in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

**11.02 F. DISCHARGE PROCEDURES**

No employee will be disciplined for necessary actions taken because of their professional judgment in accordance with their governing/professional bodies, code of ethics.

**ARTICLE 12 - PERFORMANCE APPRAISAL**

**12.01 PERFORMANCE**

To ensure that the Program provides efficient and effective service, it is essential that staff performance is appraised on a regular basis. The purpose is to ensure that the employee's work is meeting established standards and that the employee is aware of the quality of their performance.

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### **12.01 A.**

An initial appraisal of performance will be conducted by their supervisor for all new employees within the first six (6) weeks of employment. The purpose of this evaluation is to provide an early identification of potential problems in order to assist the employee in achieving a successful completion of their probationary period.

### **12.01 B.**

Upon completion, performance appraisals will be submitted to Human Resources for inclusion in the employee's confidential personnel file.

### **12.01 C.**

A final evaluation will be conducted for all new employees at the end of their probationary period. On a basis of this evaluation, the employee's supervisor or manager will notify the employee in writing whether permanent status has been conferred, the probationary period extended, or employment terminated.

## **12.02**

Performance appraisals will be scheduled for employees in accordance with the Employer's Human Resource Management Policies, and will be used for the sole purpose of setting personal goals and objectives and may not be used for disciplinary purposes.

The performance appraisal will be in a form which allows the employee to participate actively in the evaluation.

If in disagreement with the supervisor's evaluation, the employee will be advised that such disagreement can and should be submitted in writing and appended to the evaluation document.

Performance appraisals shall be included in the employee's personnel file for future use as a professional development tool by both the Employer and employee.

## **ARTICLE 13 – SENIORITY**

### **13.01 SENIORITY DEFINED**

Seniority for permanent staff is defined as the length of continuous service with the Employer from date of hire. Part time staff will accrue seniority based on actual hours worked.

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### **13.02 SENIORITY LIST**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date Seniority List shall be sent to the Union and posted in each area office in January and July of each year.

### **13.03**

It is understood that the regular service of temporary and part time employees will be converted to the equivalent full time service when the employee becomes permanent full time. For the purpose of determining the full time service equivalent, one thousand nine hundred and fifty hours (1,950) shall be one year of service. Absences for illness, injury or any other approved absence will be deemed to be time worked for purposes of this article. The number of hours an employee accrues in seniority per week of absences shall be calculated based on an averaging of the hours of work the employee worked in the twelve (12) weeks prior to the absence. Should a full time employee accept a temporary job or move to a part time position for a fixed period of time, any absences from work due to illness, injury or an approved leave will be deemed to be time worked for the purposes of this clause.

### **13.04**

All part time staff accumulates seniority on the basis of hours worked. For the purposes of Annual pay grid increments as outlined in Schedule "A" (a,b,c,d), part-time staff will receive step increases on the anniversary of their confirmed permanent status from year to year until the last step on the grid has been reached. Part time staff shall be subject to a nine hundred and seventy-five (975) hour probationary period or nine (9) months whichever is the lesser.

### **13.05 A. PROBATION FOR NEWLY HIRED EMPLOYEES**

A newly hired employee shall be on probation for a period of six (6) working months of active service from the date of hire. During the probationary period, the employee shall be entitled to rights, benefits (subject to carrier's waiting period) and wage rates as set out in this Agreement.

In the event that the Employer requires additional time to assess the employee's performance, the probationary period may be extended by the Employer, for an additional three (3) working months of active service. The Employer shall not extend the probationary period until the employee's performance has been discussed between the Employer and employee, after the employee has been provided a corresponding written performance appraisal, and until the Employer has advised the Union of their intention to extend the employee's probation period. Written notice of such an extension must be given by the Employer to the employee before the end of this initial six (6) month probationary period. After completion of the probationary period, seniority shall be effective from the original date of hire.

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The following articles of the Collective Agreement will not apply to probationary employees:

- Article 11.01 A;
- Article 11.02;
- Article 12.02.

**13.05 B.**

The purpose of the probationary period for newly hired employees is to determine over a relatively short period of time whether or not the employee is suitable for their position. This may include but is not limited to a consideration of one or more of the following factors: whether the employee is able to meet the requirements of the position, whether the employee is able to work well with people they interact with as part of their job, the employee's ability to comply with employer policies and procedures, etc.

The dismissal of a probationary employee may be based on the lesser standard of "suitability", rather than the "just cause" standard that applies to permanent employees.

**13.06 LOSS OF SENIORITY**

An employee shall lose their seniority and shall no longer be employed by the Employer in the event:

**13.06 A.**

They are discharged for just cause and is not reinstated;

**13.06 B.**

They resign; (after a twenty-four (24) hour reconsideration period)

**13.06 C.**

They are absent from work without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

**13.06 D.**

They fail to return to work following a lay-off within seven (7) calendar days of being notified of a request to return to work by registered and certified mail or email to the last email address on file, unless such failure is caused by personal sickness or other just cause. In such case, the employee must immediately notify the Employer of such personal sickness or other just cause, within the said seven (7) calendar days. It shall be the responsibility of the employee to keep the Employer informed of their current address and email address;

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**13.06 E.**

They are laid off for a period longer than eighteen (18) months;

**13.06 F.**

They are absent from work on account of illness or injury for a period exceeding twenty-four (24) months, subject to the requirements of the Ontario Human Rights Code;

**13.06 G.**

They are absent from work as a result of an accident or illness for which Worker's Compensation benefits are paid, for a period exceeding twenty-four (24) months subject to the requirements of the Workplace Safety and Insurance Act and the Ontario Human Rights Code; or

**13.06 H.**

The employee has resigned.

**ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

**14.01 JOB POSTINGS**

When a vacancy occurs or a new bargaining unit position is created, other than a casual position, the Union will be notified in writing and the job will be posted electronically to every permanent employee. The Employer shall have five (5) business days from the closing of the posting to post externally, unless the Union and Employer agree the position may be posted concurrently internally and externally. Any vacant bargaining unit position shall be distributed no later than thirty (30) days from when the position has been declared vacant.

**14.02 INFORMATION IN POSTINGS**

Such notice shall contain the following information: nature of position, qualifications, location (for informational purposes only), wage or salary rate or range. Although such required qualifications may vary from time to time, they may not be established in an arbitrary or discriminatory manner.

All job postings shall be compliant with the Employer policies pertaining to Accessibility, Occupational Health & Safety and Equity, Inclusion, Diversity and Anti-Racism.

**14.03 NO OUTSIDE ADVERTISING**

No outside advertising for any vacancy shall be posted until five (5) working days after the job posting in Article 14.01. The Employer may advertise externally for a vacancy

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prior to the expiration of the aforementioned five (5) days once it has made a request to do so to the President of the Union and that request has been approved by the Union.

#### **14.04 METHOD OF MAKING APPOINTMENTS**

Both parties recognize that job opportunities should increase in proportion to length of seniority and, therefore, in making staff changes, transfers or promotions to fill any vacancy or new position within the bargaining unit, an appointment shall be made of the applicant having the required qualifications with the greatest seniority.

#### **14.05 TRIAL PERIOD**

The successful applicant shall be placed on a trial period for a period of three (3) months. If, upon the completion of the trial period, the Employer finds that the employee is suitable for the position, the employee shall be declared permanent.

In the event the successful applicant proves unsuitable the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee is dissatisfied with the new position they shall be returned to their former position, wage or salary rate without loss of seniority or service. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority or service.

#### **14.06 TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their former position in the bargaining unit during the employee's trial period but no later than three (3) months after leaving the bargaining unit. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without the loss of seniority. An employee who is transferred to a position outside of the bargaining unit shall be deemed to be covered by this Collective Agreement during the three (3) month trial period. The employee shall continue to pay union dues during the three (3) month trial period.

#### **14.07 NOTIFICATION TO EMPLOYEE AND UNION**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to the Secretary of the Local.

#### **14.08 DEGREE REQUIREMENT**

The Union and the Employer are agreed that the Employer may require applicants possess a Bachelors or Masters of Social Work Degree or social worker diploma or

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equivalent qualifications, in accordance with industry standards, to meet the requirement for employment with the Employer for counselling positions.

#### **14.09 TEMPORARY TRANSFER OF A PERMANENT EMPLOYEE**

An employee currently occupying a permanent position may apply for a temporary vacancy. Permanent employees will be entitled to all benefits under the collective agreement. The employee must complete the temporary assignment and may not apply for another temporary assignment, until the initial assignment is completed. At the conclusion of the temporary assignment the employee will be returned to their previous held position. Clause 14.05 Trial Period will continue to apply for Temporary vacancies.

### **ARTICLE 15 - LAY-OFFS AND RECALLS**

#### **15.01 ROLE OF SENIORITY IN LAY-OFFS AND RECALLS**

In the event of a proposed layoff within the bargaining unit, the Employer will give the Union thirty (30) days notice. Should the Union wish to meet with the Employer to discuss the proposed layoff, such meeting will occur within the thirty (30) day notice period.

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, and shall be recalled in order of their seniority, providing they are qualified and willing to perform the available work and provided the remaining employees have the necessary qualifications to perform the work. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and willing to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

The parties agree that no employee will be laid off as a result of virtual meetings or appointments. The Employer shall provide training in respect of any new technology it implements and requires employees to use in the workplace.

#### **15.02 DEFINITION OF LAY-OFF**

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours and or regular work week as defined in this Agreement.

#### **15.03 NO NEW EMPLOYEES**

No new employees shall be hired until those laid off have been given the opportunity to recall, provided the laid off employees possess the necessary qualifications for the necessary work.

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#### **15.04 ADVANCE NOTICE OF LAY-OFFS**

Advance notice of lay-offs will be in accordance with the Employment Standards Act as amended.

#### **15.05 CONTINUATION OF BENEFITS**

The Employer agrees to continue to pay the Employer's portion of the full coverage for all employee benefit plans for employees laid off for the balance of the working month. In the event of a longer lay-off, but not exceeding twelve (12) calendar months, employees so affected shall have the right to continue this coverage by paying 100% of the cost of the benefits through direct payments by the employee to the carrier, provided the carrier agrees to continue benefits in the manner required by this Article.

#### **15.06 GRIEVANCES ON LAY-OFFS AND RECALLS**

Grievances concerning lay-offs and recalls shall be initiated at step 1 of the Grievance Procedure.

### **ARTICLE 16 - HOURS OF WORK**

#### **16.01 HOURS OF WORK**

The normal work week shall be thirty-seven and one half (37.5) hours scheduled Monday to Friday. The regular work day shall be seven and one-half (7.5) hours normally scheduled between the hours of 8:30 a.m. to 5:00 p.m. with an unpaid lunch break of sixty (60) minutes, or between the hours of 9:00 a.m. to 5:00 p.m. with an unpaid lunch break of thirty (30) minutes. Clinical work must not occur before 9:00 a.m. The Employer expressly retains the right to schedule adequate staff coverage all Employer operations during all hours of operation.

#### **16.01 B.**

There shall be a summer hours schedule between the hours of 8:30 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch break during the period July 1<sup>st</sup> to Labour Day (the "summer"). Employees who want an unpaid sixty (60) minute lunch break during the summer must request permission from their supervisor/manager to work from 8:30 a.m. to 5:00 p.m. Lunch breaks must be scheduled in accordance with the Employment Standards Act. If there is any dispute regarding office coverage it shall be decided by seniority.

#### **16.01 B. (i) FLEXIBLE HOURS**

The Employer recognizes that individual employees may from time to time wish to flex their working hours to accommodate clients, family or personal matters. A flex schedule is a pre-arrangement made between the employee and Employer for a set period of time that is mutually agreed to between the Employer and employee.

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An employee who wishes to flex their work week may do so upon mutual agreement with their immediate supervisor. An approved flex schedule will allow for an employee to alter their starting and stopping times and/or days of the week excluding Saturday or Sunday in each pay period. Hours in excess of the normal work day or work week as a result of an approved flex arrangement will not qualify for overtime. If either party wishes to discontinue the flex arrangement they must give the other party at least one week advance notice. Under no circumstances will the Employer initiate a flex arrangement to avoid any premium payment found in this agreement or to reduce any benefit which may normally accrue to an employee.

An employee who wishes to flex their work day will notify their supervisor as soon as possible.

#### **16.01 C.**

Time worked in excess of seven and one half (7.5) hours per day and or thirty-seven and one half (37.5) hours per week will be deemed to be overtime and will be compensated for on the basis of one and one-half (1 ½) hours for each one (1) hour of overtime worked. Employees may request that they receive time off in lieu of overtime pay ("compensatory time"). Such compensatory time shall be granted at the rate of one and on-half (1 ½) hours off for each one (1) hour of overtime worked. All overtime must be preapproved by the employee's Supervisor or Designate.

#### **16.01 D.**

The use of compensatory time in excess of seven and one-half (7 ½) hours requires the prior approval of the employee's supervisor. In the best interest of the employee, and the operation of the Agency, the excessive accumulation of compensatory time is discouraged. All compensatory time must be used within a month from the date that it is incurred.

#### **16.02 HOURLY RATE**

In arriving at hourly rates of pay for employees, where the occasion arises, the annual wage rate for the particular classification as set in the Salary Schedule will be divided by 1950 hours.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.01 PAID HOLIDAYS**

The Employer recognizes the following as paid holidays for employees:

New Year's Day  
Family Day  
Good Friday

Thanksgiving Day  
Christmas Day  
Boxing Day

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Easter Monday  
Victoria Day  
Canada Day  
Labour Day  
National Day for Truth and Reconciliation

Civic Holiday

### **Entitlement**

An employee shall qualify for a paid holiday under this article where they qualify for a holiday within the meaning of the Employment Standards Act, 2000.

If the government decides to rescind the Family Day holiday then the employees will revert to Remembrance Day.

Employees will receive any holiday proclaimed by the Provincial Government.

National Day for Truth and Reconciliation

The Parties wish to honour First Nations, Inuit and Metis Survivors and their families and communities and to ensure that public commemoration of their history and the legacy of residential schools remains a vital component of the reconciliation process.

### **17.02 COMPENSATION FOR HOLIDAYS FALLING ON SATURDAY**

When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

### **17.03 COMPENSATION FOR HOLIDAYS FALLING ON SUNDAY**

When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

### **17.04 A. HOLIDAY CLOSURE**

This Article addresses the period of time from December 24 to January 1 inclusive (the "Winter Break"). During the Winter Break, employees shall be entitled to time off work without loss of pay, save and except those days which are paid holidays under Article 17.01. Paid holidays under Article 17.01 which occur during the Winter Break shall be treated as paid holidays within the meaning of 17.01.

If December 24<sup>th</sup> falls on a Saturday or a Sunday, employees shall be entitled to be off work without loss of pay on the Friday prior to December 24<sup>th</sup> for a half day beginning Friday at noon.

## **17.04 B.**

Despite 17.04 A., employees may volunteer to work during the Winter Break, subject to supervisor/manager approval.

Employees that work Holidays under Article 17.01 during the Winter Break shall be compensated in the same manner as employees who must work Holidays within the meaning of the Employment Standards Act, 2000. Employees who work the days which are not Holidays during the Winter Break shall receive a replacement day off without loss of pay. Hours accumulated during the holiday closure must be taken prior to the end of August of the following calendar year.

## **17.05 FLOATERS**

Employees shall also be entitled to three (3) floater holidays which are to be treated as a paid holiday within the meaning of Article 17.01. Such floaters shall be pro-rated in the employee's first year of employment, as rounded up to the nearest half-day (e.g. if the employee starts on July 1, they shall receive 1.5 floater holidays).

## **ARTICLE 18 – VACATIONS**

### **18.01 VACATION PERIOD**

The vacation period shall be the period from April 1 of any year to March 31 of the following year. All employees shall be credited with their vacations on April 1, this will include additional weeks/days of vacation earned within the same vacation period, outlined in 18.07 (i) and will not be pro-rated. All days credited on April 1 must be taken by the end of that vacation period, which is March 31. New employees' vacation will be pro-rated for their first year of employment. Vacation shall also be pro-rated in a vacation period where the employee is not actively employed for more than one (1) month in a vacation period. It is understood that vacation is a work-related earned benefit.

### **18.02 SCHEDULING VACATIONS**

- i. Vacation leave will be granted at a time that is suitable to the employee and the operation of the Program.
  - ii. Vacation requests shall be submitted to an employee's immediate supervisor for the vacation period beginning April 1 no later than January 30<sup>th</sup> and will be approved in order of seniority no later than February 15<sup>th</sup>.
  - iii. Vacation requests may be made after January 30<sup>th</sup> but such requests will be granted on a first come first serve basis.
  - iv. Employees must request all outstanding vacation no later than December 1<sup>st</sup> for the vacation period ending March 31<sup>st</sup>. Any vacation not requested by
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December 1<sup>st</sup>, the Employer will send out a reminder to employees via email to submit a request to schedule any remaining vacation days.

### **18.03 VACATION WAIVER**

Vacations are not cumulative from vacation period to vacation period except with the written consent of the Executive Director.

### **18.04 APPROVED LEAVE OF ABSENCE DURING VACATION**

Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence, provided the employee provides an Attending Physicians Statement verifying their sickness and length thereof. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a time to be taken at the discretion of the Employer.

### **18.05 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a mutually agreeable time.

### **18.06 VACATION PAY ON TERMINATION OR RETIREMENT**

An employee whose employment is terminating or who is retiring before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, which shall be paid no later than the next payroll date immediately following their termination or retirement.

In the event an employee has taken vacation in advance, such unearned vacation pay will be refunded by the employee or recovered by the Employer by deducting the amount owing from the employee's terminal cheque.

### **18.07 (i) LENGTH OF VACATION**

Full-time employees will earn paid vacation in the following manner:

- a. an employee with one (1) year of continuous service shall receive four (4) weeks paid vacation.
  - b. an employee with six (6) years of continuous service shall receive five (5) weeks paid vacation.
  - c. an employee with ten (10) years of continuous service shall receive six (6) weeks paid vacation.
  - d. An employee with fifteen (15) years of continuous service shall receive seven (7) weeks paid vacation.
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- e. an employee with twenty (20) years of continuous service shall receive seven (7) weeks, plus, six (6) days paid vacation.

**18.07 (ii)**

All part time, casual and temporary employees shall be entitled to vacation time as follows: eight percent (8%) of salary earned or pro-rated holiday days earned.

**ARTICLE 19 - SICK LEAVE PROVISIONS**

**19.01 A. SICK LEAVE DEFINED**

For the purpose of collecting sick time under HOODIP an employee will qualify if they meet the eligibility requirements determined by HOODIP.

**19.01 A. (i)**

In the event of a proven total disability by a physician, staff will be required to submit written documentation from said physician that is satisfactory to the Employer supporting any extended Short Term Disability up to fifteen (15) weeks.

Part-time, temporary or contract staff employees who have commenced employment during the previous calendar year will have their Short Term Disability entitlement pro-rated according to active service in a calendar year.

**\*NOTE:** The Employer agrees to provide employees with totals for sick leave, comp time and vacation time every two weeks with payroll.

**19.01 A. (ii)**

Any vacation credits earned by the employee prior to their LTD leave will be paid out by the Employer if the employee instructs the Employer to do so.

**19.01 B.**

The Employer will pay 100% of the billed premium towards coverage of employees under the long term disability portion of the Plan (HOODIP). For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three months or more of service shall be deemed to have three months of services.

The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

### **19.01 C. QUALIFYING PERIOD TOP UP AND FAMILY ILLNESS**

Employees are entitled to thirteen (13) non cumulative days per year, paid at 100% of the employees regular rate, to be used to top up the HOODIP qualifying period, however, three (3) of these days may be taken to provide sick care for an immediate family member.

### **19.01 D.**

An employee shall be required to produce proof of sickness in the form of a Medical Certificate for any absence of three (3) working days or more duration, and where there is doubt that absenteeism is not due to sickness, the Employer may require proof of sickness by Medical Certificate for any absence. All medical certificates required under this clause or requested by the Employer will be reimbursed by the Employer.

### **19.01 E.**

All employees and the Employer shall be subject, in respect to Employment Insurance and Compensation coverage, to provisions set forth by the Employment Insurance Act, the Workplace Safety and Insurance Act of Ontario and the Health Services Insurance Act and their related amendments.

### **19.01 F. (i)**

Employees off sick for more than ten (10) consecutive working days shall be required to submit a Functional Abilities Form ("FAF") to their immediate supervisor, prior to their return to work. The FAF shall at least specify an estimated return to work date, the employee's prognosis, whether they are capable of resuming their normal duties without risk, and any work-related limitations/restrictions which may impact the employee's ability to perform their duties.

### **19.01 F. (ii)**

The Employer may require employees off sick for less than ten (10) consecutive working days to submit an FAF in the manner prescribed in 19.01 (i) prior to their return to work. Where the Employer requests an FAF in these circumstances, it will provide the employee with sufficient written reasons for its request.

### **19.01 G. ATTENDANCE SUPPORT PROGRAM**

Leaves covered under the *Employment Standards Act*, and leaves under Article 20 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance support program.

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## **19.02**

The Union will appoint a member who may be involved in return-to-work meetings or calls. The Employer shall advise the employees of the right to have a Union representative present a return-to-work meeting or calls.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 NOTICE OF LEAVE OF ABSENCE**

The employee's Supervisor may grant a leave of absence and/or extension without pay to any employee for a legitimate personal reason. A leave of absence request form must be submitted and approved by the employee's Supervisor prior to the employee commencing the leave. An employee on an approved leave of absence shall not be considered to have been laid off and their seniority shall continue to accumulate during their absence. The employee's Supervisor will not unreasonably deny such requests.

### **20.02 APPROVAL OF LEAVE OF ABSENCE**

If leave of absence of more than five (5) working days is granted, the employee shall be advised in writing with a copy to the Union.

### **20.03 LIMITATION OF ACTIVITY DURING LEAVE OF ABSENCE**

Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, they will be deemed to have quit and will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer. This shall not be deemed to include leave of absence for Union business.

### **20.04 OVERSTAYING LEAVE OF ABSENCE**

An employee who has been granted leave of absence of any kind, and who overstays their leave, unless they obtain permission or provides satisfactory explanation, shall be considered to have terminated their employment without notice.

### **20.05 A. LEAVE OF ABSENCE FOR UNION BUSINESS**

Upon request to the Employer at least two (2) weeks in advance, an employee elected or appointed to represent the Union at conventions Union training sessions, conferences or for Union educational purposes, may be allowed leave of absence with pay and without loss of benefits or seniority. Union leave will also include any bargaining unit member elected or selected to a position with CUPE's Provincial and or National structure. Such leave may not exceed twenty (20) working days in total for the bargaining unit in any calendar year. The salary and benefits of an employee on Union leave will continue uninterrupted during their absence. Such wages and benefit cost shall be reimbursed by the Union upon the employee's return. An additional ten (10)

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days will be granted for members of the bargaining unit to attend the Union's Provincial and or National Conventions.

#### **20.05 B. MODE OF PAYMENT**

Employees on such leave of absence for Union business will be paid their regular wages and benefits by the Employer who will be reimbursed by the Union for the amount paid to the employees.

#### **20.06 A. BEREAVEMENT LEAVE**

An employee shall be granted five (5) consecutive working days off, called bereavement leave, commencing upon the employee learning of the death of a parent, brother, sister, child, former guardian, current; wife, husband, common-law partner, foster child, fiancée or step-parents. Employees on bereavement leave shall not suffer a loss of pay and benefits. Three of these days may be deferred per Article 20.06 E.

#### **20.06 B.**

An employee shall be granted three (3) consecutive days of bereavement leave without loss of pay and benefits commencing upon the employee learning of the death of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents, grandchild, aunt and uncle, niece, nephew, spouse's grandparents.

#### **20.06 C.**

Where the burial occurs outside the North of Superior area Counselling Program's catchment area, travel time may be granted as may be appropriate to long distance trips at the discretion of the Executive Director at a maximum of three (3) working days.

#### **20.06 D.**

Where an employee qualifies for bereavement leave during their vacation period, there shall be no deduction from vacation credits for such absence, provided the employee provides such documentation as may be requested. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

#### **20.06 E.**

Employees entitled to bereavement leave under 20.06 A. or B. may elect to defer up to three (3) days of bereavement leave to be taken consecutively for attendance at the actual interment, or celebration of life or funeral.

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## **20.07 PREGNANCY AND PARENTAL LEAVE**

### **20.07 A.**

Leave of absence without pay for pregnancy or adoption shall be granted in compliance with the Ontario Employment Standards Act.

### **20.07 B.**

During this period full seniority shall accumulate and the employee shall retain their full employment status and rights, subject to any exemptions as specified in this Agreement. Time spent on such leave shall be counted for pay increment purposes.

### **20.07 C.**

The Employer shall provide for the continuance of the employee's benefits in accordance with Article 22.01 of this Agreement.

### **20.07 D.**

On return from pregnancy and/or adoption and/or parental leave the employee shall be placed in their former position (if it exists), an equivalent position, or the position the employee posted into while on leave.

### **20.07 E.**

The Employer agrees to provide a top up to equal 100% of an employee's regular wage who is in receipt of EI benefits as a result of pregnancy, parental and/or adoption leave. The top up will be paid out and will equal the difference between the EI allowable maximum and the employee's regular weekly wage rate until a two-week regular net wage payment has been reached. An employee claiming payment under this clause must produce the most recent EI paystub to Human Resources in order to be paid.

## **20.08 COURT ATTENDANCES**

### **20.08 A.**

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or as a witness or who is subpoenaed by the Crown or in respect of previous employment if they are requested to attend by or on behalf of the Employer, in any Court.

On completion of their jury or witness services, such employees shall present to their supervisor, a satisfactory certificate showing the period of such services.



**20.08 B.**

The employee shall be paid their full salary or wage for the period of such jury or witness service, provided that they pay over to the Employer the full amount of compensation received for such service excepting any monies received for meal allowance or travel expenses.

**20.08 C.**

The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

**20.09 LEAVE OF ABSENCE RULES**

Where the leave of absence without pay exceeds four (4) weeks:

**20.09 A.**

The Employer shall pay its share of any and all health and welfare benefits for the balance of the calendar month.

**20.09 B.**

Subject to the Employment Standards Act, 2000, if the leave of absence exceeds the time specified in 20.10 (a), benefits coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each month period in excess of the time specified in 20.10 (a).

**20.09 C.**

If the leave of absence exceeds one (1) month such employee shall continue to accumulate seniority to a maximum of six (6) months.

**20.10 EDUCATIONAL LEAVE**

**20.10 A. EDUCATIONAL LEAVE**

The Employer agrees that it is to the mutual benefit of the Employer and the employees to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with three (3) years employment who wish to further their education related to the North of Superior Counselling Programs major objectives, shall be permitted up to two (2) years educational leave without pay. The employee shall be placed in a position equivalent to that which they held prior to the educational leave, if the position still exists. Each application for leave shall be judged on its own merit and the operational requirements of the organization.

Length of service and seniority, as well as benefits based on service and seniority that are accrued prior to the leave, shall be retained but will no longer accumulate upon

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commencement of the leave. Further, upon commencement of the leave the Employer will no longer pay for any health and welfare benefits for the employee, this includes HOODIP. Coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer at the beginning of each calendar month.

#### **20.10 B. TEMPORARY POSITION FOR EDUCATIONAL LEAVE**

The Employer may hire a temporary replacement for the employee away on approved educational leave or to fill a temporary vacancy created as a result of such educational leave.

#### **20.10 C. TRAINING**

Subject to funding, the Employer agrees that it is to the mutual benefit of the Employer and the employees to improve the skills and educational standards of the workforce. Accordingly, the Employer agrees that they will provide opportunities to employees who wish to participate in any approved training and/or workshops which will further their education and skills related to the North of Superior Counselling Programs major objectives. All training must be pre-approved by the Executive Director or Designate. Where training falls on a regular work day the employee shall not lose pay to attend. Where training occurs outside the employees work week or work day, the employee shall have the option of:

Flexing their work day or work week to accommodate the training and/or travel or;  
Banking the hours at straight time to be taken as time off in lieu at a mutually agreeable time.

Travel time related to training will be compensated at straight time.

### **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

#### **21.01 PAY DAYS**

The Employer shall pay salaries and wages bi-weekly (26 pay periods per year) in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

#### **21.02 MILEAGE ALLOWANCE**

An employee using their own automobile for the Employer's business shall be paid a mileage allowance of fifty-eight cents (\$.58 cents) per kilometer. Effective the date of ratification.

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### **21.03 EMPLOYEES MOVING TO OTHER POSITIONS**

Any employees moving from their position to a position having an equal or higher starting rate than their current position will receive the greater rate on the starting date for the new position.

### **21.04 MEAL ALLOWANCE**

The "Employer" agrees to reimburse employees for meals as outlined below. Reimbursement will not be claimed by employees for meals provided at conferences, workshops and meetings. Itemized receipts are required. No debit or credit card receipts will be accepted. (No reimbursement will be made without receipts.) Employees will have the flexibility to use their meal allowance on one or more allowable meals up to the daily maximum.

**Note:** If purchasing personal items at the same time, please process separately in order to obtain a correct itemized receipt connected to your meal(s).

Breakfast	\$15.00
Lunch	\$25.00
Supper	\$30.00
Total Daily amount	\$70.00

## **ARTICLE 22 - EMPLOYEE BENEFITS**

### **22.01 HOSPITAL AND MEDICAL INSURANCE**

All full-time employees are eligible to participate in the following benefits in accordance with the plan provisions. The Employer agrees to contribute the following amounts toward employee benefits for its full-time employees in accordance with the terms and provisions of the plans as follows:

- a. 100 % Manulife Semi-Private coverage
  - b. 100% Extended Health Care
  - c. 100% Basic Group Dental Plan (current ODA rate) which includes a vision plan providing three hundred (\$300.00) dollars per eligible family member every two (2) years. Effective the date of ratification.
  - d. 100% Group Life Insurance
  - e. 100% Hospitals of Ontario Disability Income Plan
  - f. 100% Chiropractic Plan
-

## **22.02 RETIREMENT BENEFITS**

The Hospitals of Ontario Pension Plan (HOOPP) is mandatory for all permanent employees. Contributions will be made to the plan by way of payroll deductions in accordance with the prescribed schedule. The Employer contributes an amount in accordance with the prescribed schedule. A brochure outlining the conditions of the plan will be provided to all employees.

## **22.03 SURVIVOR BENEFITS**

If an employee dies, their survivor shall have the option of continuing the benefit plans for a period of two (2) years, with the survivor paying the full cost at no cost to the Employer. For this clause, survivor is defined as spouse and/or dependents that were covered by the benefit plan prior to the death of the employee.

## **22.04 – EMPLOYEE BENEFITS**

The Employer may substitute another carrier for any of the insured benefit plans provided that an equivalent level of benefits are maintained. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

## **ARTICLE 23 - JOB SECURITY**

### **23.01 RESTRICTIONS ON CONTRACTING OUT**

Whenever it becomes necessary for the Employer to contract out work performed by the employees of the bargaining unit, such contracting out shall not result in the layoff of any employee, or have their regularly scheduled work day or regularly scheduled work week reduced.

### **23.02 CONSULTATION**

The Employer agrees to consult with the Labour Management committee on matters affecting the job security of any member such as mergers, program closures, layoffs, service changes, or program restructuring. Where possible the Employer will give the committee at least two (2) months' notice of any proposed changes and will meet with the committee within thirty (30) days of giving such notice.

## **ARTICLE 24 – GENERAL**

### **24.01 JOB DESCRIPTIONS**

The Employer agrees to provide job descriptions for all employees in the bargaining unit in consultation with the employees.

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## **24.02 BULLETIN BOARDS**

The Employer shall provide one bulletin board in each local office, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **24.03 CHANGES IN CLASSIFICATION**

When a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for such new or changed classification. The Employer shall prepare a new or amended job description, notify the Local Union of the same and supply the new or amended job description within seven (7) working days. If the Union challenges the rate it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer. Any change mutually agreed to from such meeting shall be retroactive to the date that the notice of the new rate was given by the Employer or the date of change in amended job duties. If the parties are unable to agree, the dispute concerning the new rate or amended rate may be submitted to arbitration as provided in the agreement within fifteen (15) working days of such meeting.

## **ARTICLE 25 - TERM OF AGREEMENT**

### **25.01 DURATION**

This agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within a period of ninety (90) calendar days prior to March 31, 2026 that it desires its termination or amendment.

### **25.02 CHANGES IN AGREEMENT**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

The parties agree that the Employer will email the agreement to all employees. The Employer will also provide a hard copy to each of its offices.

## **ARTICLE 26 – WAGES**

### **26.01**

The employees shall receive wages as set out in Schedule "A" annexed hereto.

## **26.02 RETROACTIVITY**

All employees on staff or approved leave as of the date of ratification will receive retroactive pay on all paid hours for the period April 1, 2023 to the date the new wage scales are implemented.

## **ARTICLE 27 – LABOUR MANAGEMENT COMMITTEE**

### **27.01**

Both parties agree to establish a Labour Management Committee consisting of up to four (4) Union members elected by the bargaining unit and up to four (4) management employees. Meetings will be held not less than three (3) times per calendar year with time, date and location to be jointly agreed to by both parties. Any meetings may be cancelled or deferred providing that both the Union and Employer agree. Meetings will consist of three (3) teleconferences and one face-to-face meeting. The Employer agrees to cover all costs. The purpose of the committee is to discuss and exchange ideas and information on matters of mutual concern.

Additional meetings can be scheduled as needed with Labour Management Committee majority agreement. Consideration will be given to all Labour Management meetings being face to face based on a Labour Management Committee majority decision and available funding. Minutes of all committee meetings will be provided to the Board. If the Labour Management Committee is unable to resolve an issue raised at a meeting, a special meeting may be schedule at either party's request to deal with such issue at which time an invitation will be sent to the Board inviting one member of the Board to attend.

### **27.02**

Minutes shall be taken at all meetings and approved by the Employer and Union.

### **27.03**

Nothing in this Article shall be construed so as to infringe upon any rights of the Employer or the Union as set forth in this Agreement.

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## **LETTER OF INTENT**

**Between**

**North of Superior Community Mental Health Program Corporation**

**and**

**The Canadian Union of Public Employees and its Local 3253**

**Re: Job Sharing Bargaining Unit**

**NORTH OF SUPERIOR PROGRAMS AND THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3253 AGREE TO IMPLEMENT JOB SHARING ON AN ONGOING BASIS AND THIS AGREEMENT SHALL BE SUBJECT TO CHANGES IN THE COLLECTIVE AGREEMENT AND/OR LEGISLATION.**

**THIS AGREEMENT IS SUBJECT TO RATIFICATION BY THE MEMBERSHIP OF CUPE, LOCAL 3253 AND BY THE BOARD OF DIRECTORS OF NORTH OF SUPERIOR PROGRAMS.**

- 1. Job sharing is defined as an arrangement where a permanent, full time position can have two incumbents who equally share the responsibilities and benefits of the position. The intent is that the two employees are totally interchangeable vis-à-vis the duties of the position.**
  - 2. All terms, conditions and provisions of the Collective Agreement between North of Superior Programs and the Canadian Union of Public Employees Local 3253 shall apply to job sharing.**
  - 3. Job Sharing a position can only be initiated and approved at the request of an existing employee and such request must be forwarded to the Employer through the Union.**
  - 4. The decision to approve any applications for job sharing rests solely on with the Employer.**
  - 5. Once the approval to job share a position is granted, job sharing will not commence until two incumbents have been appointed to the job shared position.**
  - 6. All complement employees participating in ongoing job shared positions, except in the case where one of the sharers is the previous full-time incumbent, will**
-

relinquish all rights to any position they held prior to being appointed to the job shared position. Where one of the sharers is the previous full-time incumbent and where the position is reverting back to full-time, for whatever reason, then this sharer shall have the right to reclaim the job without posting.

7. Once an application of job sharing is approved, the employee initiating the application shall be appointed as a job sharer in that position and the other half of the position will be posted as per the Collective Agreement.
8. A complement position may be withdrawn from job sharing by the Employer, if in the opinion of the Employer, the job sharing arrangement is not adequately meeting the needs of the Employer and a full-time incumbent is required.


A month's notice of the Employer's intention to withdraw a position from job sharing shall be given to affected incumbents. An employee wishing to withdraw from the job share must give the Employer a month's notice.

9. Due to service requirements, job sharers may from time to time accept other time limited assignments as approved by the Employer.

**(Originally signed July 14, 1995)**

DATED at Nipigon this 15 day of NOVEMBER, 2023

Signed on behalf of the  
North of Superior Community  
Mental Health Programs

  
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\_\_\_\_\_

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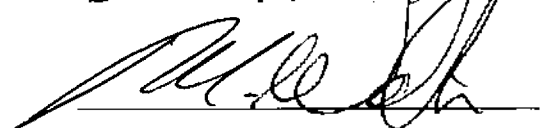
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Signed on behalf of the  
Canadian Union of Public  
Employees and its Local 3253

  
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**JOB SHARING**  
**BARGAINING UNIT**

**THE PROCESS**

1. An employee who wishes to initiate job sharing must submit a completed application as outlined in Appendix "A" to their Employer.
2. The Employer will refer the application to the Job Sharing Review Committee for approval or denial based on the criteria outlined in Appendix "P".
3. **Temporary Vacancies:**
  - a) When temporary vacancies in job shared position occur, normal posting requirements under Article 14 of the Union Agreement will apply.
  - b) If normal posting requirements have been unsuccessful in filling the vacancy the balance of the job shared position may be assigned, by mutual consent to the remaining job sharer on a temporary basis. The Employer will continue to post the position as per the Union Agreement in an attempt to successfully fill the position. Any complement employee will revert to their previous position upon completion of their temporary assignment/appointment to a job shared position.
  - c) If any leave of absence is extended, the temporary appointment to job sharing will also be extended automatically.

4. **Permanent Vacancies:**

When a permanent vacancy in a job shared position occurs, the following conditions apply:

- a) Prior to the posting of the position as a full-time complement, the remaining job sharer has the opportunity to apply to the Employer to continue to job share the position.
  - b) If the Employer approves the application to continue job sharing the position, the vacant portion of the position will be posted and normal staffing procedures shall apply.
  - c) If the Employer denies the application to continue job sharing the position, the position must be posted as a full-time position and the normal staffing procedures shall apply.
-

- d) The remaining job sharer may choose not to re-apply to job share the position. The position must be posted as a full-time position and normal staffing procedures shall apply.
5. A written request to withdraw an on-going job shared position must be initiated by the Regional Director responsible for the office affected and submitted to the Job Sharing Review Committee for decision.



**JOB SHARING  
BARGAINING UNIT**

**GUIDE TO PREPARING A WRITTEN JOB SHARING PROPOSAL**

Describe in your proposal the following:

1. How duties in the job description could be assigned.
  2. How the service to clients will be provided without significant interruptions.
  3. How communication will occur
    - other job sharers
    - other workers in the Agency
    - with your Regional Director
  4. How attendance at meetings, training opportunities or requirements will occur.
  5. How supervision will occur.
  6. How overtime will be avoided.
  7. How holidays will be scheduled.
  8. What are the scheduled hours of work for each job sharer.
  9. The advantages you see to job sharing this position.
  10. Anything else that will assist the Job Sharing Review Committee in reaching their decision.
  11. Include employee's signature, dates and Regional Director's recommendations.
-

**JOB SHARING  
BARGAINING UNIT  
FACT SHEET**

**WHAT YOU SHOULD KNOW BEFORE COMMENCING JOB SHARING**

**1. Individual Rights**

All employees participating in job shared positions will relinquish all rights to any position they held immediately prior to being appointed to a job shared position. This does not mean that your seniority is effected but it does mean that you will have to bid back into a full-time position or another position if you choose to change jobs. The only exception to this is when the Employer is forced to withdraw a position from job sharing because it is not adequately meeting the needs of the organization. All affected incumbents may exercise their seniority rights.

**2. Process When Someone Leaves Job Sharing Permanently**

If one of the individuals sharing the job leaves the continuing job sharing arrangement on a permanent basis, the following scenarios are possible:

- a) Prior to the posting of the position as a full-time complement, the remaining job sharer has the opportunity to apply to the Employer to continue to job share the position.
- b) If the Employer approves the application to continue job sharing the position, the vacant portion of the position will be posted and normal staffing procedures shall apply.
- c) If the Employer denies the application to continue job sharing the position, the position must be posted as a full-time position and the normal staffing procedures shall apply.
- d) The remaining job sharer may choose not to re-apply to job share the position. The position must be posted as a full-time position and normal staffing procedures shall apply.

**3. Process When The Employer Withdraws a Job Shared Position**

A complement position may be withdrawn from job sharing by the Employer if, in the opinion of the Employer, the job sharing arrangement is not adequately meeting the needs of the Employer and a full-time incumbent is required.

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If a job shared is withdrawn by the Employer, affected incumbents may be transferred to vacant positions; or if no vacancies are available, employees may be placed in a lay-off position.

A month's notice of the Employer's intention to withdraw a position from job sharing shall be given to affected incumbents.

#### **4. Benefit Coverage For Complement Employees**

For the purpose of this fact sheet, employee benefits are classified as: Life Insurance, Long Term Disability, Extended Health Care, Accidental Death and Dismemberment, Dental, Vision, Pension and Worker's Compensation.

#### **5. Leaves**

For the purpose of this fact sheet, paid holidays, vacation, sick, compassionate, medical, pregnancy, adoption, parental leaves are administered on a pro-rated basis based on the number of hours the employee works in accordance with the Union Agreement.

#### **6. Seniority**

This is a full-time position and shall accumulate seniority as per Article 13.01 of the Union Agreement. This full seniority shall be pro-rated between incumbents of the position.



**APPENDIX "A"**

Received in Administration Office: \_\_\_\_\_

**BARGAINING UNIT  
APPLICATION TO JOB SHARE**

(Please forward completed Application to the Administration Office)

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Position Name: \_\_\_\_\_

Present Incumbent: \_\_\_\_\_

Office: \_\_\_\_\_

Regional Director: \_\_\_\_\_

Date Employee Completed Application: \_\_\_\_\_

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Please attach your written proposal. (See attached Guide)

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Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional,

Union's Recommendation: \_\_\_\_\_

Date: \_\_\_\_\_

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Regional Director's Recommendation: \_\_\_\_\_

Date: \_\_\_\_\_

Disposition of Application:

Application Approved: \_\_\_\_\_ Application Denied: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Chair, Job Sharing  
Review Committee

\_\_\_\_\_  
Date



## **APPENDIX "B"**

### **BARGAINING UNIT**

#### **JOB SHARING REVIEW COMMITTEE**

##### **1. Membership of the Job Sharing Review Committee**

- Executive Director
- Regional Directors
- Administrative Assistant

##### **2. Role of the Job Sharing Review Committee**

The role of the Job Sharing Review Committee will be to receive, review and approve or deny:

- All job sharing applications
- All requests to withdraw an on-going position from job sharing
- If the Job Sharing Review Committee is unable to reach a decision by consensus, the final decision will be made by the Executive Director
- To evaluate annually this process as to its ongoing viability.

##### **3. The Review Process**

###### **3.1 Application Process:**

3.1.1. The completed application is received in the Administration office.

3.1.2. The Job Sharing Review Committee will meet within thirty (30) days to review the application unless, exceptional circumstances exist.

3.1.3. Each review will entail:

- Interviewing the applicant by affected Regional Director
- Review of the proposal

3.1.4. During the review process, if there is need to provide further clarification and/or information, target dates to provide this will be mutually determined. Failure to meet target dates will result in the incomplete application being reviewed and a final decision rendered by the Job Sharing Review Committee.

3.1.5. The Job Sharing Review Committee will render its decision to the employee by written notification within one (1) week of finalization of the review.

3.1.6. If the application is denied, the written notification will contain the rationale for this decision.

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### **3.2 Position Withdrawal Process:**

- 3.2.1 1. The request for withdrawal shall be completed by the Regional Director affected and submitted to the Administration office.
- 3.2.2 2. The written request must include justification for the withdrawal unless exceptional circumstances exist.
- 3.2.3. During the review process, if there is a need to provide further clarification and/or information, target dates to provide this will be mutually determined with the Regional Director who submitted the request.
- 3.2.4. The Job Sharing Review Committee will render its decision to the Regional Director who submitted the request by written notification within one (1) week of finalization of the review.
- 3.2.5. The written notification will contain the rationale for their decision.
- 3.2.6. If the position is withdrawn, thirty (30) days written notice will be given to the affected incumbents.

### **3.3 Criteria**

When making their decision, the Job Sharing Review Committee will take into consideration the following principles:

- 3.3.1. The job sharing arrangement must continue to meet the service needs assigned to the position.
  - 3.3.2. The job sharing arrangement must not result in a significant negative impact on the continuity of service to clients or the organization.
  - 3.3.3. The job sharing arrangement must not result in significant increased costs to the Employer, particularly as it relates to overtime or additional straight time hours.
  - 3.3.4. The job sharing arrangement must provide flexibility around scheduling to meet service demands which may include activities such as staff meetings and vacation scheduling.
  - 3.3.5. The job sharing arrangement must not have a significant negative impact on the workload of other staff in the Unit or Agency.
  - 3.3.6. The job sharing arrangement must not result in any significant workload increase for other staff in the office, the Regional Director and/or the Agency.
-

## **DEFERRED SALARY LEAVE PLAN**

Between: North of Superior Community Mental Health Program  
(hereinafter referred to as the "Agency")

and

Canadian Union of Public Employees, Local 3253  
(herein referred to as the "Union")

The Agency agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

### **Preamble**

The Pre-Paid Leave Plan (PLP) is developed to afford eligible employees the opportunity of taking a leave of absence without pay and financing the leave through the deferral of salary.

The Agency and the Union assume no responsibility for any consequences arising out of this Plan relative to effects on pensions, income tax arrangements, employment insurance, Canada Pension Plan or any other liabilities incurred by a staff member as a result of participation in the Plan.

### **Terms of Reference**

1. The Plan is not established to provide retirement benefits.
  2. The Plan is set up to fund a leave of absence of not less than six (6) consecutive months and not more than twelve (12) consecutive months, through deferral of salary for the purpose of financing the leave.
  3. The leave of absence must commence immediately after the deferral period but not later than six years after the deferral salary begins.
  4. The annual deferral cannot exceed 33 1/3% of the employee's expected annual salary.
  5. Amounts deferred are held in trust and income earned by the trust will be paid to and taxed annually in the hands of the employee.
  6. During the leave of absence, the employee is not entitled to receive any salaries or wages from the Employer or from a person or partnership with whom the Employer does not deal at arm's length, except the amount deferred plus any accrued interest.
-

7. The arrangement provides for an obligation on the part of the employee to return to work for a period, after the leave of absence, which is not less than the period of the leave of absence.
8. All deferred amounts must be paid to the employee no later than one year after the leave of absence commences.
9. Contributions to HOOP will be in accordance with HOOP policy.
10. Employees participating in the PLP may not withdraw from the Plan in circumstances other than financial or other hardship such as loss of employment due to employees becoming redundant or upon termination of employment.
11. Any employee who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP and shall receive lump sum payment of monies deferred less statutory withholding deductions.

### **Eligibility**

Any full-time employee having greater than three (3) years' seniority is eligible to apply for participation in the Plan.

Approval of individual requests to participate in the Plan rests solely with the Employer.

### **Application**

Eligible employees must give six (6) months written notice of their desire to participate in the PLP. Decisions regarding applications will be forwarded to the employee no later than three months prior to the proposed commencement date of the salary deferral.

### **Deferral Plans**

The following shall constitute the PLP's available:

- (I) two (2) years deferral of 33 1/3% of annual salary followed by one year of leave \_\_\_\_\_
  - (II) three (3) years deferral of 25% of annual salary followed by one year of leave \_\_\_\_\_
  - (III) four (4) years deferral of 20% of annual salary followed by one year of leave \_\_\_\_\_
  - (IV) five (5) years deferral of 16.67% of annual salary followed by one year of leave \_\_\_\_\_
-

- (V) Other \_\_\_\_\_  
(please specify)

### **Terms and Conditions**

The payment of salary and benefits during the deferral period and the period of leave shall be as follows:

- (I) In each year of the PLP, preceding the period of the leave, the employee will be paid a reduced percentage, in accordance with the PLP chosen by the employee.

(II) **Benefits Structuring**

During the years of the PLP prior to the period of leave, and during the leave, any benefits related to the salary level shall be structured according to the salary the participant would have received during the deferred period had the employee not been in the prepaid leave plan. (CPP premiums are based on the employee's salary net of deferral and on the deferred amount during the leave.)

(III) **Premium Cost**

A participant's coverage for all health, medical, pension, and long term disability plans that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave of absence. However, all premium costs of such plans shall be paid by the participant during the leave.

(IV) **Vacation**

During the period of leave, the employee shall not continue to accumulate paid vacations, holidays, sick leave, and salary progression. However, during the years preceding the leave, the employee will receive full vacation, holiday, sick leave, benefits, seniority and salary progression. Seniority will be in accordance with Article 20.13 c.

(V) **Assignment on Return**

On return from leave, a participant will be assigned to the same position. If the position was eliminated or layoffs have taken place, the layoff provisions of the Collective Agreement will apply.

### **Replacement of Employee While on Leave**

The Union and Agency agree that an employee hired to replace an employee who is on deferred leave shall be considered to be a temporary employee.



(Originally signed March 1, 1996)

DATED at Nipigon this 15 day of NOVEMBER, 2023

Signed on behalf of the  
North of Superior Community  
Mental Health Programs

Crawley

Cassidy

\_\_\_\_\_

\_\_\_\_\_

Signed on behalf of the  
Canadian Union of Public  
Employees and its Local 3253

John Offens

Gillian Patterson RP

Ronnie Connelly

M. J. H.



# LETTER OF UNDERSTANDING

Between

**North of Superior Community Mental Health Program Corporation**

and

**The Canadian Union of Public Employees and its Local 3253**

**Re: ARTICLE 18.07 VACATION**

**WHEREAS** the 2020-2023 Agreement referenced a vacation period from January 1 to December 31;

**AND WHEREAS** the 2023 Agreement establishes a new vacation period from April 1 to March 31;

**AND WHEREAS** the Parties wish to address vacation accrual for those employees existing during the transition period from a January 1 to April 1 start date to the vacation period;

**NOW THEREFORE the Parties agree as follows:**

1. The preamble shall form an integral part of this Letter of Understanding.
  2. This Letter of Understanding shall form part of the Collective Agreement between the Parties.
  3. Upon ratification of the Collective Agreement beginning in 2023, employees existing at the time of ratification shall receive an additional 25% of their annual vacation entitlement under Article 18.07 (i) for the period beginning January 1, 2023 to March 31, 2024. Such employees shall be governed under the regular vacation provisions of this Agreement beginning April 1, 2024.
  4. All employees shall have the one-time opportunity to request vacation for the period of January 1, 2024 to March 31, 2024. Vacation requests shall be submitted to an employee's immediate supervisor no later than October 1, 2023 and will be approved in order of seniority no later than October 15, 2023. Vacation requests may be made after October 1, 2023 but such requests will be granted on a first come first served basis. Employees must request all outstanding vacation no later than December 1 for this vacation period. Any
-

vacation not requested by December 1, the Employer will send out a reminder to employees via email to submit a request to schedule any remaining vacation days.

5. Employees beginning on or after April 1, 2023 shall be governed by the regular vacation provisions of this Agreement.
6. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

DATED at Nipigon this 15 day of NOVEMBER 2023

Signed on behalf of the  
North of Superior Community  
Mental Health Programs

CPawes  
Carole Balth  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the  
Canadian Union of Public  
Employees and its Local 3253

Valerie Peters  
Gillian Patterson RP  
Quinn Coulter  
Michelle



# LETTER OF UNDERSTANDING

Between

**North of Superior Community Mental Health Program Corporation**

and

**The Canadian Union of Public Employees and its Local 3253**

**Re: ARTICLE 16.01 HOURS OF WORK**

WHEREAS the Agreement ratified in 2023 establishes new hours of work under Articles 16.01 (a) and 10.01 (b) such that a regular work day shall be scheduled between the hours of 8:30 a.m. and 5:00 p.m.;

**AND WHEREAS** some employees existing at the time of the ratification of the 2023 Agreement work a schedule ending at 4:30 p.m.;

**NOW THEREFORE** the Parties agree as follows:

1. The preamble shall form an integral part of this Letter of Understanding.
2. This Letter of Understanding shall form part of the Collective Agreement between the Parties.
3. The following employees shall be permitted to work until 4:30 p.m.:



Brandi Moore  
Emma Summers  
Janna Albin  
Kathy Jones  
Melissa Howe  
Sophia McGill  
Luiza Lobo  
Darcie Donaldson  
Gillian Patterson  
Kaitlyn Roen  
Karli Chalifoux  
Erin Bourke  
Sam Cloutier  
Amy Dart  
Stephanie Cossettee

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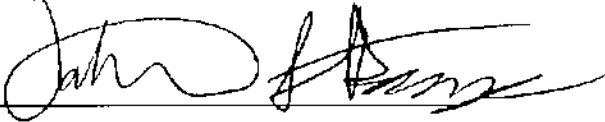


4. If any of the employees contemplated in paragraph 3 wish to permanently change their schedules to end at 5:00 p.m., they shall then be governed by the regular hour of work and operations provisions of the Agreement, and not be permitted to revert back to hour of work ending at 4:30 p.m.
5. Employees beginning on or after the ratification of the Agreement beginning in 2023 shall be governed by the regular hours of work and operation provisions of the Agreement.
6. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

DATED at Nipigon this 15 day of NOVEMBER 2023

Signed on behalf of the  
North of Superior Community  
Mental Health Programs

Signed on behalf of the  
Canadian Union of Public  
Employees and its Local 3253

  
Gillian Patterson RP  
  




**PREPAID LEAVE PLAN APPLICATION FORM**

Name of Employee: \_\_\_\_\_

I have read the terms and conditions for participation in the Prepaid Leave Plan and hereby make application to participate in the Plan. I wish to defer salary from

\_\_\_\_\_ to \_\_\_\_\_  
on the basis as indicated below:

- (I) Two (2) years deferral of 33 1/3% of annual salary followed by one year of leave \_\_\_\_\_
- (II) Three (3) years deferral of 25% of annual salary followed by one year of leave \_\_\_\_\_
- (III) Four (4) years deferral of 20% of annual salary followed by one year of leave \_\_\_\_\_
- (IV) Five (5) years deferral of 16.67% of annual salary followed by one year of leave \_\_\_\_\_
- (V) Other \_\_\_\_\_  
(please specify)

\_\_\_\_\_

The period of leave I am requesting shall be from:

\_\_\_\_\_ to \_\_\_\_\_ inclusive.

Submitted by:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Recommended by:

\_\_\_\_\_  
Immediate Supervisor

\_\_\_\_\_  
Date



Approved by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

**This application form is submitted to the employee's immediate Supervisor for recommendation and then to the Director for approval. It is then forwarded to Administration for preparation of a Prepaid Leave Agreement.**



**NORTH OF SUPERIOR PROGRAMS  
SCHEDULE "A" SALARY GRID**

**Effective April 1, 2023  
2% Increase**

<b>Level</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Centralized Intake Clinician	65,711.04	66,648.28	67,600.29	70,167.79	71,111.28	72,053.94	73,389.78
Clinical Counsellor	61,935.95	62,878.29	63,817.87	66,408.58	67,348.20	68,286.46	69,227.46
EASE Coordinator	55,361.35	56,302.30	57,240.57	59,833.98	60,773.58	61,710.52	62,652.82
Adult Case Manager/ Housing Coordinator	52,543.82	53,480.74	54,425.77	57,015.10	57,956.07	58,892.99	60,237.65
Family Support Worker	50,378.38	51,303.15	52,230.62	54,809.16	55,735.28	56,660.05	57,584.82
Program Assistant	40,818.16	41,453.66	42,094.39	44,336.36	44,973.20	45,622.69	46,616.34

- a) Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
- b) Annual increments or step changes will be made on the anniversary of confirmation of the employee's permanent status.
- c) An employee who is promoted or reclassified to a higher-rated classification within the bargaining unit, will be placed in the step of the higher-rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification, provided that they do not exceed the wage rate of the classification to which they have been promoted or reclassified to.
- d) Pre-employment experience shall be determined as follows: one (1) grid placement may be allowed for each three (3) years of accepted experience to a maximum of three (3) grid placements. The Employer shall have the right to request a letter of verification of years of experience from the employee's prior employer(s). A maximum of nine (9) years pre-experience shall be considered. Despite this, the Employer shall have the discretion to place a new employee higher on the wage grid upon consideration of the nature and length of an employee's experience.

**NORTH OF SUPERIOR PROGRAMS  
SCHEDULE "A" SALARY GRID**

**Effective April 1, 2024  
1.5% Increase**

<b>Level</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Centralized Intake Clinician	66,696.71	67,648.00	68,614.29	71,220.31	72,177.95	73,134.75	74,490.63
Clinical Counsellor	62,864.99	63,821.46	64,775.14	67,404.71	68,358.42	69,310.76	70,265.87
EASE Coordinator	56,191.77	57,146.83	58,099.18	60,731.49	61,685.18	62,636.18	63,592.61
Adult Case Manager/ Housing Coordinator	53,331.98	54,282.95	55,242.16	57,870.33	58,825.41	59,776.38	61,141.22
Family Support Worker	51,134.06	52,072.70	53,014.08	55,631.30	56,571.31	57,509.95	58,448.59
Program Assistant	41,430.43	42,075.46	42,725.81	45,001.41	45,647.80	46,307.03	47,315.59

- a) Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
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**NORTH OF SUPERIOR PROGRAMS  
SCHEDULE "A" SALARY GRID**

**Effective April 1, 2025  
1.5% Increase**

<b>Level</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Centralized Intake Clinician	67,697.16	68,662.72	69,643.50	72,288.61	73,260.62	74,231.77	75,607.99
Clinical Counsellor	63,807.96	64,778.78	65,746.77	68,415.78	69,383.80	70,350.42	71,319.86
EASE Coordinator	57,034.65	58,004.03	58,970.67	61,642.46	62,610.42	63,575.72	64,546.50
Adult Case Manager/ Housing Coordinator	54,131.96	55,097.19	56,070.79	58,738.38	59,707.79	60,673.03	62,058.33
Family Support Worker	51,901.07	52,853.79	53,809.29	56,465.77	57,419.88	58,372.60	59,325.32
Program Assistant	42,051.89	42,706.59	43,366.70	45,676.43	46,332.52	47,001.64	48,025.32

- a) Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
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**SIGNING BONUS**

The Employer agrees to pay each employee existing at the time of ratification a one-time signing bonus in the amount of \$350.00, subject to regular statutory deductions withing 30 days of the ratification of the Collective Agreement.

