

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD

District of Nipissing
Social Services
Administration Board



Conseil d'administration
des services sociaux
du district de Nipissing

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4720-01, C.L.C.

CUPE·SCFP

Term: February 1, 2024, to January 31, 2027

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ARTICLE 1- PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Board and the Union, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Board recognizes the Canadian Union of Public Employees and its Local 4720-01 (Social Services) as the sole and exclusive collective bargaining agent for all its employees save and except the Contract Specialist, Executive Assistant, Business Analyst, HR representatives, Corporate Services Clerk, Communications Officer, Data Coordinator, Supervisors, persons above the rank of Supervisor, students employed during the school vacation period and persons hired in a non-union capacity under government subsidized programs for a specific term or project with a duration not to exceed six (6) months, Day Student and any other employee for whom any union held bargaining unit rights as of the effective date of this Agreement

(Note: The six [6] month duration associated to persons hired under government subsidized programs may be extended up to twelve (12) months on mutual agreement with the Union. Agreement will not be unreasonably withheld)

2.02 Work of the Bargaining Unit

a) Persons whose regular jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for purposes of instruction, experimentation or in emergencies when regular employees are not available.

b) On mutual agreement between the Union and management, incremental positions may be created under funding arrangements with various Provincial, Federal and/or Municipal organizations and where required, the criteria of the funding agent will be applied. Agreement will not be unreasonably withheld.

- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives that may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 a) Employee shall be:

Permanent Full-time Employee: The status of an employee will be defined as

permanent full-time so long as the employee has completed the probationary period and who is thereafter regularly employed for more than twenty-four (24) hours per week and who is declared the incumbent of a permanent position included in Schedule "A" to this Agreement.

Permanent Part-time Employee: The status of an employee will be defined as permanent part-time so long as the employee has completed the probationary period and who is thereafter regularly employed for twenty-four (24) hours or less and declared the incumbent of a permanent position included in Schedule "A" to this Agreement.

Temporary Employee: The status of an employee will be defined as temporary so long as the employee has completed the probationary period and:

- (i) Is not declared the incumbent to a permanent position, and
- (ii) Occupies a temporary position or temporary vacancy, or
- (iii) Is on the call-in list, or
- (iv) Is hired in a union capacity under a government subsidized program.

Probationary employee: Shall mean a newly-hired employee who will not be placed on a seniority list until they have completed 90 working days (630 hours) (including a temporary or part-time employee) employment with the Board, during which period the Board may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period, the employee's seniority will be computed from the last date of hiring. A probationary employee's employment may be terminated by the Board without recourse to the grievance procedure except in cases of discrimination as defined in existing legislation. Periods of absence in excess of ten (10) working days shall not be included in the probationary period and the probationary period shall be extended in consideration of such lost time.

b) A position shall be:

Temporary Position: A temporary position can be either full-time or part-time in nature. Temporary positions can be established to cover absences due to illness, vacations, various leaves of absence, or for a specific term or project. Temporary positions shall be periods not exceeding twelve (12) months, unless mutually agreed by the parties to extend. Such request shall not unreasonably be denied. Where it is known that such assignments will exceed a continuous period of ninety (90) working days, the posting provisions of article 11 of this Agreement shall apply.

The parties agree that for positions expected to last less than ninety (90) working days, the Employer has the right to select who will be placed into the assignment. It is further agreed that the time may be extended by mutual agreement.

Permanent Position: A permanent position shall be defined as a position determined to be part of the total permanent compliment of the Board.

c) Recall: Applies to those persons who have been laid off in accordance with 10.01 and are being called back to work.

d) Call-in: Applies to those persons on a call list who are called for relief purposes.

3.02 "Day student" shall mean a full-time day student in a recognized school under the Ontario Ministry of Education who is used in a job-training program established by their school and is employed without wages during the normal school year. The employee's term of employment shall not exceed four (4) months during any calendar year. It is agreed that such employment shall not be construed to cause the discharge of any member or staff.

ARTICLE 4 – CORRESPONDENCE

4.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer, the President or Vice-president of the Union and the Recording Secretary of the Union, except as provided for elsewhere in this Agreement.

4.02 The Union shall be notified of all appointments, hires, lay-offs, recalls and terminations of employment involving employees in the bargaining unit.

4.03 Where possible and practicable, the Employer shall fulfill requests for information pertaining to bargaining unit employees within thirty (30) days of a written request from the Union President or Vice President provided that such information is relevant to the administration of the Collective Agreement, does not violate confidentiality, and is not obtainable by the union through its own resources. Denials of such requests shall not be subject to the grievance process.

4.04 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit, including name, home address, and phone numbers, where provided.

The employee contact list will be provided in an electronic report to the Union contact designated by the Local Executive on a bi-annual basis in the months of January and July.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union, acknowledges that it is the exclusive right and authority of the Employer

subject to the terms and provisions of this agreement:

- a) to maintain order, discipline, and efficiency;
- b) to hire, direct, classify, transfer, promote, demote, lay-off, suspend or discharge and discipline employees for just cause;
- c) generally, to manage and operate the business in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the allocation and number of employees required from time to time, and all other matters concerning the Employer's operations not otherwise specifically dealt with in this Agreement;

5.02 The Board has the right to make and alter, from time to time, rules, and regulations to be observed by employees provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. No change to the rules and regulations shall be made by the Board without prior written notice to the Union President and Vice-President via email, and such changes shall be shared via the DNSSAB server for all other employees.

5.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any provision of this Agreement may be the subject of a grievance.

ARTICLE 6 - NO DISCRIMINATION

6.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, coercion, or intimidation exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, age, creed, colour, national origin, political or religious affiliation, sex, marital status, or any other protected ground under the Ontario Human Rights Code, nor by reason of membership or activity in the Union.

6.02 All employees covered by this Agreement have a right to freedom from harassment in the workplace as defined in the Human Rights Code and the Occupational Health and Safety Act.

6.03 A written grievance alleging discrimination or harassment against the Employer shall be filed at the next level of management in accordance with Article 12.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 It is agreed by the parties hereto that there shall be a compulsory check-off of dues from all employees, including probationary employees, of the bargaining unit who have completed thirty (30) days employment with the Board. The Board shall provide to the CUPE National Office along with a copy to the Union, a monthly statement of the regular earnings paid to employees of the bargaining unit from whom dues have been deducted.
- 7.02 The Board agrees to deduct the dues from the earnings of each employee in the amount certified by the Union to be currently in effect according to its constitution and by-laws.
- 7.03 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the CUPE National Office with a copy to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following accompanied by a duplicate list of the names of all employees from whose wages the deductions have been made.
- 7.04 In consideration of the deducting and forwarding of union dues in accordance with the foregoing by the Board, the Union agrees to indemnify and save harmless the Board against any claim for liability arising out of or resulting from the operations of this article.
- 7.05 The amount of union dues deducted by the Board from an employee's earnings during the previous year shall be included on the annual "T4-Statement of Remuneration Paid" issued by the Board.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 Stewards and committee members shall be employees of the Board. The Union shall advise the Board in writing of the names of its officers, stewards and members of its committees and any changes thereto. Similarly, the Board shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

Notwithstanding the above, in the event the President of the Local is elected from another bargaining unit, the Board shall recognize the President as an officer of the Local. It is understood and agreed by the parties that the Board shall be under no obligation regarding any payments to the President in these circumstances.

- 8.02 The Board shall recognize a Unit Vice-President or designate, and up to three (3) stewards who shall be employed in the bargaining unit. The number and distribution of stewards may be altered by agreement from time to time, as conditions change.
- 8.03 The Board shall recognize a Grievance Committee of three (3) employees of whom one (1) shall be the President and/or Unit Vice-President of the Local and/or their representative, the Chief Steward and/or a steward.

- 8.04 A Bargaining Committee shall consist of not more than three (3) committee members of the Union and three (3) appointees of the Board. The Union shall advise the Board in writing of the names of its Committee members.
- 8.05 Meetings between the Board and Union committees shall be held at times mutually agreeable to both parties. However, such meetings must be held not later than twenty (20) working days after the request has been given.
- 8.06 a) Representatives of the Union shall not suffer any loss of pay or benefits for time involved in joint meetings with the Board during the employee's regular working hours.
- b) Representative of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent in grievance and arbitration procedures.
- 8.07 Union stewards and members of committees must obtain permission from their supervisors before absenting themselves from their place of duty in order to deal with grievances or other time-sensitive union business connected with this Agreement. If no supervisor is available, the steward or member must obtain permission from the manager or director. Such persons shall not be unreasonably refused permission, having regard for the efficiency of operations.
- 8.08 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees and any other assistance when dealing with the Board. The Board shall have the right to have any assistance when dealing or negotiating with the Union. Notice to the other party will be provided within a reasonable time frame, excluding arbitration.
- 8.09 An employee elected or appointed to represent the Union at meetings with the Board shall be granted leave of absence without loss of normal pay sufficient to attend to the business for which the leave is requested, provided such leave does not seriously interfere with the efficiency of operations.
- 8.10 The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such a meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed thirty (30) minutes duration.
- 8.11 When an employee is called to a meeting with a representative of the Employer pertaining to accommodation plans or workplace harassment investigations as defined in the Workplace Respect Policy, the employee shall have the option to have a Union Steward present during the meeting.

ARTICLE 9 – SENIORITY

- 9.01 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Board.
- 9.02 In January of each year, the Board shall prepare a list of all employees covered by this Agreement. Such list shall include the name, classification and seniority date of each employee of the bargaining unit at December 31 of the previous year. Where more than one (1) employee has been hired on the same day, employees shall be granted their rank in seniority based on the chronological order of the date on which they submitted their application to the Employer. A copy of the seniority list shall be provided to the Union in January of each year and copies posted on the Board's bulletin boards.
- 9.03
- a) Protests with regard to the above-mentioned list shall be submitted in writing to the Chief Administrative Officer within twenty (20) working days of the date the list is posted on the Board's bulletin boards. When proof of error is presented by the employee or the Union representative, such error shall be corrected and when so corrected, the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority standings shall be made.
 - b) The Union shall be notified immediately in writing of any protests concerning the posted seniority list.
 - c) If an employee is absent from work, such employee may protest their seniority standing within the first thirty (30) calendar days following return to work.
- 9.04 An employee who accepts a permanent position outside the bargaining unit shall retain their seniority acquired to the date of leaving the unit including a probationary period of six (6) months in the position outside the unit, and the employee shall not accumulate any further seniority beyond this six (6) month period. Upon expiration of the six (6) month probationary period, the employee shall lose all bargaining unit seniority rights. The Board shall notify the employee and Union in writing a minimum of thirty (30) days prior to the expiration of the six (6) month probationary period to ensure that the employee is fully aware of the provisions of this clause. If an employee chooses to return to the bargaining unit during the aforementioned six (6) month period, the employee shall have the right to revert to their former classification and salary rate, or a comparable position at a comparable rate if the former position is no longer available, as shall any other employee who was promoted or transferred by reason of such placement.
- 9.05
- a) An employee who accepts a temporary position or relieves in a position outside the bargaining unit for a period of eighteen (18) months in any eighteen (18) month

period shall retain their seniority acquired to the date of leaving the unit including the above mentioned eighteen (18) month period. If the employee returns to the bargaining unit within eighteen (18) months of leaving, such employee shall be placed in a position consistent with their seniority. However, such return shall not result in a lay-off or bumping of any employee holding greater seniority. At the expiration of the eighteen (18) month period of temporary relief, the employee shall lose all seniority rights. The Board shall notify the employee and the Union in writing a minimum of thirty (30) days before the expiration of the eighteen (18) month period to ensure that the employee is fully aware of the provisions of this clause. In instances involving Long Term Disability, pregnancy or parental leave, the Union agrees to enter into an agreement to extend the period to a length applicable to the situation, without loss of seniority.

During the term of the temporary position, the employee shall continue to pay union dues.

- b) Furthermore, any employee completing 12 months in a management position must spend 12 consecutive months in a unionized position before accepting another management assignment without losing their seniority within the union. If within the 12 consecutive months in a unionized position, the employee is required to work one (1) week or less in a management position, the Employer will advise the Union. It is further understood that the mutual consent of both parties is required to action the assignment.

During the term of the temporary position, the employee shall continue to pay union dues.

- 9.06 a) No employee shall be transferred outside the bargaining unit without their consent.
- b) When an employee is directed to relieve in a job outside the bargaining unit for a period of one (1) day or longer, the employee shall receive the greater of the minimum rate of pay for the position or their regular rate plus an additional sixty (60¢) cents per hour for the full period of the relief. The employee shall qualify for any pay increments based on length of continuous service in the temporary assignment.
- c) Where the temporary position is outside the bargaining unit, the employee shall be deemed to be covered by the Collective Agreement during the period of temporary transfer. The Board shall continue to deduct union dues from the employee to the earlier of the employee's return to their bargaining unit position or expiration of the twelve (12) month period. In instances involving Long Term Disability, pregnancy or parental leave, the Union agrees to enter into an agreement to extend the period to a length applicable to the situation.
- d) The Board shall notify the Union in writing of all appointments made with respect to

clauses 9.04 and 9.05 to this Article.

- 9.07 Except as expressly provided for in this Agreement, an employee absent from work due to illness, disability, accident, lay-off or leave of absence approved by the Board shall not lose seniority rights. An employee shall only lose seniority in the event:
- a) The employee is discharged for just cause and is not reinstated.
 - b) The employee resigns, in writing.
 - c) The employee is on permanent lay-off and fails to return to work within ten (10) working days after notification by registered mail. Should the registered mail be returned to the employer, the employer will make every effort to contact by email and telephone call. It shall be the employee's responsibility to keep the Board informed of their current address.
 - d) The employee is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off.
 - e) The employee fails to return to work on the first regular workday following expiration of a leave of absence without providing a valid reason for failure to do so.
 - f) The employee is absent from work for more than three (3) consecutive workdays without notifying their Supervisor/Manager or fails to provide a valid reason for failure to do so.

Temporary Employees and any other Person on the Call-in List:

- 9.08
- a) Notwithstanding the provisions of clause 9.07 (d) of this Agreement a part-time employee or employee on the call-in list shall lose seniority in the event that they are not called to work by the Board for a period of twelve (12) continuous months unless absent due to leave under a Provincially or Federally protected job leave.
 - b) Temporary employees or a person on the call-in list will be removed from the call-in list when the employee refuses or is not available for work for four (4) consecutive occurrences without providing reason acceptable to the employer. (i.e., illness, death in the immediate family).
 - c) The Board and the Union agree that in order to ensure that the Employment Resource Centre in Whitney remain open when the incumbent staff are absent, the Board will be able to maintain a separate call list of qualified relief staff that have been recruited specifically for that site.

In the event of a staff absence in the locations referred to above, the Board may

temporarily assign from this separate call list for backfill purposes only.

An employee's rights will not be removed if an employee refuses an assignment less than a complete day, if the location is more than 30 km's from their last assignment.

9.09 The seniority of a temporary (part-time) employee shall be established as the date of hire following the completion of the probationary period.

9.10 **Secondment**

An employee who accepts a temporary secondment to a position outside of the Board shall continue to accumulate seniority during such secondment. Such temporary secondment shall not be for a time period greater than twelve (12) months. During such secondment, the employee shall continue to pay union dues. At the conclusion of such secondment, the employee shall return to their former position in the bargaining unit and shall suffer no loss of service and/or seniority.

9.11 It is understood that the Board retains the right to cancel shifts assigned to call-list employees by reverse order of seniority as long as the senior employee is qualified to do the job where required by operational requirements. Call-list employees will be provided with as much notice as permitted if an assigned shift is cancelled as a result of operational requirements. A shift cancelled after an employee reports to work will be compensated in accordance with Article 15.05.

ARTICLE 10 - LAY-OFF, DISPLACEMENT AND RECALL

10.01 A lay-off shall be defined as a reduction in permanent positions or a reduction in the regular hours of work of permanent employees as defined by this Agreement. (Note: A permanent employee who is displaced by an employee returning from a leave, as outlined in this Agreement, will not be considered to be laid off)

10.02 Unless applicable legislation is more favourable to an employee, the Board shall provide an employee with less than thirty (30) working days' notice prior to the effective date of lay-off. If the employee has not had the opportunity to work this period of notice of lay-off, such employee shall be paid for that part of the notice period during which work was not made available. Any employee affected by the lay-off shall have five (5) days to exercise their options from the date of notice being served.

10.03 a) Both parties recognize that job security for employees shall be increased in proportion to length of service. Therefore, in the event of a lay-off at a designated location or throughout the organization, employees shall be laid off by classification in the reverse order of their seniority.

b) An employee designated to be laid off as per Article 10.01 will be eligible to exercise

any of the following options:

- (i) Displace the junior person within a classification by choice of geographic area for which the employee is qualified and competent, or
- (ii) Revert to the call-in list, or
- (iii) Apply to a posted position, or
- (iv) Accept the lay-off subject to recall within 24 months, or
- (v) Elect to accept termination pay in accordance with the Employment Standards Act, foregoing displacement rights and right to recall.
- (vi) For the purpose of this article the geographic area shall be defined as: North Bay, Sturgeon Falls and Mattawa.

10.04 Employees shall be recalled in order of their seniority, provided the employee eligible for recall is qualified and competent to perform the work available.

10.05 No new employees shall be hired until those laid off have been given an opportunity of recall provided the employee eligible for recall is qualified and competent to perform the work available.

10.06 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the Grievance Procedure.

Displacement and Call-in List

(Temporary Employees, Employees on the Call-in List and Permanent Employees in Temporary Positions)

10.07 When filling a temporary vacancy through the posting provisions or otherwise, the Board shall provide the successful employee with a letter of appointment which specifies the beginning and the end date of the temporary position. Such letter shall serve as notice of the end of the temporary position. Should the position end sooner, the Board shall provide at least five (5) working days' notice. Should the temporary position be extended beyond the initial date, an extension letter will be provided to the employee with the new end date and such letter shall serve as notice of the end of the temporary position. Where such extension requires agreement of the Local, agreement shall be secured prior to the extension.

Within five (5) working days of notice being served, the employee shall declare in writing to their immediate supervisor, the intention of exercising their rights among the following options:

- (i) Return to their permanent position previously occupied by the employee preceding the temporary assignment.
- (ii) Displace the junior person in a temporary position within a classification for which

the employee is qualified and competent to perform the work and provided there remains at least thirty (30) working days in the temporary assignment to which the employee wishes to displace.

(iii) Accept the displacement and be placed on the call-in list.

10.08 It is agreed and understood that for purposes of this Agreement, a temporary employee or employee on the call-in list shall not be considered to be on lay-off between work assignments.

ARTICLE 11 - JOB POSTING

11.01 For purposes of this Article, vacancies shall mean those vacancies in permanent or temporary positions anticipated to extend beyond ninety (90) working days. For further clarity, the parties agree that all employees employed by the Board shall be eligible to apply for all posted positions.

a) The Secretary of the Union shall be provided with a copy of all job postings by way of regular or electronic mail.

b) For the purposes of Article 11, temporary positions shall be a position established or a vacancy in a permanent position for a period of twelve (12) months or less or for the period of a pregnancy or parental leave or for the duration of a sick leave of absence, including long term disability. This period may be extended beyond twelve (12) months on mutual agreement between the parties. Agreement to an extension of this period will not be unreasonably withheld.

11.02 a) In all cases of promotions, demotions, transfers and recalls the Employer shall consider each applicant's qualifications, skills, and abilities. Applicants will be deemed relatively equal where a variance of 10% or less is established by the final interview score. In cases of relative equality, the senior candidate will be selected for appointment. Seniority shall operate on a bargaining-unit-wide basis.

b) The Employer has agreed to disregard the application of relative ability 11.02 under the following circumstances:

- i. The senior applicant is a permanent employee; and
- ii. The senior applicant is currently working in the same classification (permanent or temporary status) at the time of the posting and holds the necessary qualifications.

The Employer will apply relative ability for bulletined positions, where the senior candidate is:

- i. Not currently working in the same classification as the posting, at the time of the

posting;

- ii. Has not (within the eighteen-month period prior to the date of the posting) been bumped from the same classification (Article 10.03 b of the collective agreement)

11.03 Vacancies

- a) Vacancies which the Board intends to fill shall be posted on the Employer server for a period of seven (7) working days excluding statutory holidays. If the Board does not intend to fill a vacant position, they shall notify the Union within forty-five (45) days of the position becoming vacant.
- b) In the event that an employee elects to revert to their previous position during the trial period, as per Article 11.10, such employee will be ineligible to bid on further job postings for a period of thirty (30) working days.
- c) Newly created temporary vacancies may only be filled for a period of up to twelve (12) consecutive months unless extended by mutual consent. At the end of such period, the position shall either be posted as a permanent position or be discontinued.
- i) Permanent and temporary employees who are successful on bidding to a temporary position, cannot apply for another temporary position unless there is a change in job title or geographic area or increase in qualifications or the position is paid at a higher rate and the posting is for more than four (4) months; and the anticipated start date of the posting does not overlap with the end date of the employee's current temporary posting; and until they have completed the trial period in the first temporary posting.
- ii) Probationary employees shall be eligible to bid on postings and vacancies according to the following guidelines:
 - a) if the position or vacancy is within their current classification, they shall have the right to bid, without exclusion;
 - b) if the position or vacancy is temporary and not within their current classification, they shall be prevented from bidding until the completion of their probationary period;
 - c) if the position or vacancy is permanent, regardless of the classification, they shall have the right to bid, without exclusion.
 - d) If a probationary employee is awarded a permanent position within their current job classification, probationary hours served as a relief employee will be pro-rated and will be incorporated into the three-month trial period in the permanent position as time served.

- e) If a probationary employee is awarded a permanent position that is not within their current classification, they shall be subject to the three-month trial period specified in Article 11.10. If the probationary employee is judged unsatisfactory during the trial period, the employment relationship with the Board shall cease.

11.04 The posting shall include:

- a) The position title (classification);
- b) A summary of the major responsibilities of the position;
- c) The education, knowledge and qualifications required (such qualifications and requirements shall be those necessary to perform the job function and shall not be established in an arbitrary manner);
- d) The salary range for the position;
- e) The anticipated duration, in the event of a temporary position or temporary vacancy;
- f) The location of the position.

11.05 An employee applying for a job posting shall make application in writing providing full particulars of their qualifications within the time period specified in the posting.

It is the responsibility of the applicant to ensure that all pertinent qualifications and information are included in the written application. An incomplete written submission may result in the applicant being screened from the process.

11.06 No application from outside the bargaining unit for a job posting, as outlined in Article 11.03, shall be considered until the applications of bargaining unit employees have been considered.

11.07 Appointments from within the bargaining unit shall be made within forty-five (45) working days of the closing date of the posting. The job shall be filled by the appointee within thirty (30) working days of appointment. Should the appointee not fill the position within the thirty (30) working days, the employee will commence to be paid the applicable rate of the new position.

The name of the successful applicant shall be shared electronically within seven (7) working days of the appointment.

11.08 In the case of a multiple posting where two or more employees state a preference for a position in a particular geographical location, preference in location will be given to the most senior employee.

11.09 The Board shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.

- 11.10 An employee accepted for a posted position shall be placed in the position for a trial period of up to four (4 months), during which the employee shall be provided with a reasonable opportunity to become familiar with the job and demonstrate competency. During this period, the employee will be provided the necessary guidance in order to complete the orientation process. If the employee performance is judged unsatisfactory during the trial period or if the employee is unwilling to continue in the position, the employee shall be reverted to their former position/classification and rate, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.
- 11.11 In the event an employee returns to their former position as set out in Article 11.10 above or is successful for a position posted under Article 11.01 during their trial period (4 months), the Board may fill the position by selecting from among other qualified applicants for the position. If no other qualified applicants are available, the Board may fill the position from existing employees or by a new hire.
- 11.12 If no suitable candidate applies for a temporary vacancy, the job may be filled by less qualified candidates on an under-fill basis, where practical, or by new hires. Where a vacancy is filled on an under-fill basis, the incumbent shall be compensated at 75% of the base wage rate for the job classification or at their existing salary level, whichever is higher.

In cases where the Board opts to hire a less qualified candidate on an under-fill basis, it is agreed and understood that in so doing, the candidate is not required to carry out the full scope of positional duties. Compensation may increase and may be pro-rated as deemed appropriate in accordance with the established salary grade and job duties.

At the time of appointment, an under-fill agreement is drawn up which outlines the terms and conditions of the under-fill appointment. The agreement will specify the time period for the under-fill appointment (up to one year) and will identify specific training and experience requirements that the employee must meet before promotion to the authorized grade. If all of the requirements of the under-fill agreement are met, promotion to the authorized pay grade will be implemented.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 It is agreed that all grievances shall be taken up as promptly as possible after the matter of occurrence giving rise to such grievances. It is also agreed that no employee or group of employees shall be permitted to take a grievance to the Board or any member of the Board. It is agreed that an employee and/or their Union steward will attempt to meet with their immediate supervisor in an attempt to resolve the complaint before filing a formal grievance.

12.02 **STAGE 1:** The employee concerned, together with a steward shall take up any grievance with their immediate supervisor within ten (10) working days of the event upon which the grievance is based. The supervisor will give their decision within ten (10) working days.

STAGE 2: If not settled at Stage 1, the grievance may, within ten (10) working days be submitted by the Grievance Committee together with the employee concerned to the appropriate Manager or designated representative who shall reply within ten (10) working days.

STAGE 3: If not then settled, the Grievance Committee, accompanied by the employee shall within ten (10) working days, meet to discuss the matter with the Chief Administrative Officer or Director-Level Designate at which time a written statement of the grievance and the decisions in the preceding stages of the procedure shall be tabled. Failing settlement within twenty-five (25) working days, the matter may then be referred to arbitration as hereinafter provided.

If not settled at Step 3, the parties may, upon mutual agreement, agree to engage the services of a mediator in an effort to resolve the grievance. The parties will share equally the fees and expenses.

12.03 In the event of a group of employees (three or more) having similar alleged grievances; they shall be taken up by the Grievance Committee at Stage 2.

In the event of a termination, the grievance shall be taken up by the Grievance Committee at Stage 3.

12.04 Any difference arising directly between the Union and the Board concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other at Stage 2.

12.05 In determining the time within which any step is to be taken under the foregoing provisions of this article, Saturdays, Sundays, and paid holidays shall be excluded. Any and all time limits fixed by this article may at any time be extended by agreement in writing between the Union and the Board.

12.06 At any stage of the grievance procedure, including arbitration, conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with necessary witnesses.

12.07 When a grievance which affects an employee's rate of pay is settled in the employee's favour, it shall be made retroactive to the time the incident occurred.

12.08 All grievance submissions and replies to grievances shall be in writing at all stages.

12.09 The Board shall supply the necessary facilities for grievance meetings.

ARTICLE 13 – MEDIATION/ARBITRATION

13.01 Mediation

- a) Following attempts to resolve the dispute, the parties may agree to mediation. The Mediator shall be mutually agreed upon by the Union and the Employer. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- b) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated, or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
- c) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- d) Any grievance proceeding to mediation shall suspend the arbitration time limits until such process has concluded.
- e) The expenses of the mediator shall be borne equally by both parties.

13.02 When either party requests that a grievance be submitted to arbitration, the request shall be made within twenty (20) working days following the Chief Administrative Officer's reply at Stage 3, by email or registered mail addressed to the other party of the Agreement, indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) working days thereafter, the other party shall respond by email or registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then correspond to select an impartial Chairperson.

13.03 If the recipient of the notice fails to appoint its nominee or if the two (2) nominees fail to agree upon a chairperson within thirty (30) days of their appointments, the appointment may be made by the Minister of Labour upon the request of either party.

13.04 The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision within forty-five (45) days following completion of the hearing.

- 13.05 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement it deems just and equitable.
- 13.06 Each party shall pay:
- a) The fees and expenses of the nominee it appoints.
 - b) One-half (1/2) of the fees and expenses of the Chairperson.
- 13.07 The time limits fixed in the arbitration procedure may be extended by consent of the parties.
- 13.08 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 14.01 No employee shall be discharged, suspended, or disciplined without just cause. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such action.
- 14.02 Should it be found upon investigation that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in their former position, without loss of seniority rating. The employee shall also be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension, or discipline, or by any other arrangement as to compensation that is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 14.03 When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview and advise the employee of their right to have Union representation at such meeting.
- 14.04 In instances when an employee has been issued a written warning by the Board and no further disciplinary action is required during the following twenty-four (24) month period, such written warning shall be stricken from the employee's record and will not be used by the Board when considering any future disciplinary action. Upon agreement

by the parties, the letter may be removed before the twenty-four (24) month period has ended.

The parties agree that if the discipline imposed for violence or harassment in the workplace is upheld, the disciplinary record will remain on the employee's file for a period of forty-eight (48) months.

- 14.05 a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file and also to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- b) An employee, upon request in writing shall be provided with copies of any material contained in their personnel file. Employees may be required to pay the costs associated to the copying of such material.
- c) The Union will have access to a terminated employee's personnel file and is entitled to obtain copies of any material in the file pertaining to performance assessment and/or disciplinary matters if:
- (i) A grievance challenging their termination has been filed by the terminated employee;
 - (ii) The Union obtains prior written authorization from the terminated employee.

ARTICLE 15 - HOURS OF WORK

- 15.01 a) The standard workweek shall be thirty-five (35) hours, Monday to Friday.
- b) The regular workday shall consist of seven (7) hours form 8:30 a.m. to 4:30 p.m. exclusive of a one (1) hour unpaid lunch period.

In this regard, the Employer reserves the right to alter regular hours of work to deliver services and meet client needs. Employees shall, in agreement with their Supervisor, have the option to take their unpaid lunch between 11 am and 2 pm.

- 15.02 It is agreed that the Board retains the right to schedule individual employee lunch periods from 12:00 p.m. to 1:00 p.m. or from 1:00 p.m. to 2:00 p.m. Once established, such lunch period will not be arbitrarily changed by the Board.
- 15.03 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each full scheduled seven (7) hour work period.

Temporary Employees and any other person on the call-in List:

- 15.04 Temporary employees or employees on the call-in list shall be called to work by classification and in order of seniority as required. The Board shall not be responsible for providing compensation for travel time or travel costs incurred by a temporary employee or any person on the call-in list when traveling to or from a work assignment.
- 15.05 Temporary employee or employee on the call-in list who reports for work on a scheduled workday and is sent home for any reason shall be guaranteed payment of three (3) hours pay at their regular rate.

ARTICLE 16 – OVERTIME

- 16.01 a) An employee authorized to work overtime shall receive the overtime rate of time and one-half (1 1/2X) their basic wage rate for all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week.
- b) An employee may accumulate overtime to a maximum amount equivalent to 140 hours at the employee's regular straight time hourly rate and draw against such credits to provide time off with pay. Such credits used by the employee may be replenished to the extent that the total credits on account at no time exceed the 140 hours maximum.

The scheduling of time off in lieu of payment of overtime shall be subject to the agreement of the employee and their supervisor.

Accumulated overtime not taken or paid out before December 31st of each year shall be paid at the overtime base rate at which it was earned.

- 16.02 An employee may select from any one of the following methods of payment of overtime:
- a) Payment as set out in clause 16.01 of this Agreement.
- b) In lieu of payment, time off work with pay equivalent to the overtime pay earned; or
- c) A combination of a) and b) which does not exceed the equivalent of the overtime pay earned.

- 16.03 All hours worked on a Saturday or Sunday shall be compensated for at the rate of two (2X) times the employee's regular rate of pay.

The scheduling of time off in lieu of payment or overtime shall be subject to the agreement of the employee and their supervisor.

- 16.04 When an employee performs authorized overtime work of at least three (3) hours duration, the employee shall be entitled to a fifteen (15) minute rest period.

- 16.05 There shall be no extended amounts of overtime worked while there are employees on

lay-off who are qualified to perform the work available.

16.06 Employees shall not be required to lay-off regular hours to equalize overtime or call back time worked.

Temporary Employees and any other person on the Call-in List:

16.07 A temporary employee or employee on the call-in list shall be paid overtime at the rate of time and one-half (1 ½ X) their basic wage rate for all authorized hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week. It is agreed and understood that "basic wage rate" as used in this clause does not include any premiums paid to a part-time employee in lieu of benefits.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 For purposes of this Agreement, the term holiday shall include:

- | | |
|---------------------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |
| National Truth and Reconciliation Day | |

17.02 a) On occasions when Remembrance Day or National Truth and Reconciliation Day falls on a Saturday or Sunday, an employee whose regular days of work are Monday to Friday shall be granted one (1) additional day of vacation in lieu of the holiday. Vacation in lieu day *shall be scheduled* in accordance with article #18.05.

b) When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following shall apply:

<u>Paid Holiday</u>	<u>Falling On</u>	<u>Day Off with Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday or Sunday	Monday or Tuesday following

17.03 Each employee shall be entitled to a holiday with pay on each of the days listed in clause 17.01, or a day declared in lieu thereof, or shall receive the equivalent of their regular day's pay therefore, provided the employee works the scheduled shift immediately

preceding and following the holiday, unless absence is due to verified illness, death in the immediate family, or when the employee's supervisor has granted permission of absence, in writing, for the day.

- 17.04 An employee absent from work due to lay-off or unpaid authorized leave of absence in excess of five (5) consecutive working days shall not be entitled to receive pay for any holiday occurring during such period of absence.
- 17.05 An employee who is scheduled to work on the day of the holiday and who works on such paid holiday shall receive, in addition to the pay provided in 16.03, two (2) times their regular wage rate for all hours worked on the holiday.

Temporary Employees and any other person on the Call-in List:

- 17.06 a) Each temporary employee or employee on the call-in list shall be entitled to a holiday with pay on each of the days listed in clause 17.01, or shall receive the equivalent of their regular day's pay therefore provided the employee; has earned wages on at least twelve (12) days during the four (4) workweeks immediately preceding the statutory holiday and providing also that the employee works their last scheduled shift preceding the holiday and their next scheduled shift following the holiday. For purposes of this clause, the average number of daily hours worked by the employee during the four (4) week period immediately preceding the holiday shall be utilized to determine the employee's regular day's pay.
- b) A temporary employee or person on the call-in list not qualifying for holiday pay under (a), may qualify for statutory holiday pay as prescribed under the Employment Standards Act.

ARTICLE 18 – VACATIONS

18.01 Full-time employees shall be granted vacations with pay in accordance with the following schedule:

After one (1) completed year of service..... two (2) weeks
 After two (2) consecutive completed years of service three (3) weeks
 After six (6) consecutive completed years of service four (4) weeks
 After thirteen (13) consecutive completed years of service five (5) weeks
 After twenty (20) consecutive completed years of service..... six (6) weeks
 After twenty-seven (27) consecutive completed years of service six (6) weeks plus one (1) day.

18.02 a) Vacation shall be credited on January 1st each year based on continuous service to December 31st of the calendar year.

- b) An employee shall be permitted to book vacation in excess of the vacation credits standing to their account provided that the number of vacation credits used does not exceed the total of the employee's current vacation credit balance and the number of credits the employee is expected to earn up to December 31 of the current year.
- c) In the event an employee leaves their employment prior to having replenished any vacation credits used in advance of their being earned, a payroll adjustment will be made in an amount equivalent to the debit in the employee's vacation account.
- d) An employee shall be entitled to a vacation credit for each month during which the employee is employed by the Board and is not on a leave of absence without pay for a minimum of twelve (12) days in each month.

18.03 Vacation pay shall be paid at the employee's regular salary/wage rate at the time of vacation. An employee leaving their employment with the Board at any time after their anniversary date before the employee has had vacation shall be entitled to a proportionate payment in lieu of such vacation. If an employee dies, their estate shall be paid the value of vacation credits standing to the employee's account at the date of death.

18.04 If a holiday listed in clause 17.01 falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation with pay for each such holiday in addition to their regular vacation time.

18.05 All vacations shall be scheduled so as to interfere as little as possible with the work of the Board and shall be subject to the supervisor's assessment of operational requirements. In the event of any dispute concerning the scheduling of vacations during this period, vacation requests will be granted by seniority. Once the vacation schedule has been established, it shall not be changed except by mutual agreement between the employee and the Board.

18.06 Full-time and part-time employees must submit written requests for vacation each year as follows:

<u>Submitted</u>	<u>Time Period</u>	<u>Boad Posts Schedule</u>
No earlier than February 1 and no later than March 1	May – Oct	March 31
No earlier than August 1 and no later than September 1	November – April	September 30

Vacation requests to be granted by office, by job classification. Every attempt will be made by the board to grant vacation as requested for the March 1 and September 1 requests; however, where conflicts arise amongst employees as to the choice of

vacation times, consideration shall be given to the respective length of service of such employees and staffing requirements, in the final determination of the vacation schedule. Approved vacation shall not be changed without the consent of the affected employee.

Any vacation not requested during the March 1 and September 1 deadlines shall be requested in writing to be taken within the same vacation year; such vacation shall be approved without consideration to length of service, subject to operational requirements.

- 18.07 An employee shall be entitled to carry over vacation credits from one year to the next provided that such credits standing to the employee's account do not exceed one hundred and fifty percent (150%) of the employee's normal annual vacation entitlement by the end of each calendar year.

In the case of parental leave, an employee shall be granted up to twelve (12) months from their return to work date to bring the vacation credits standing to their account to the level of 150% or less.

- 18.08 No employee shall be required to work during their scheduled vacation period. However, an employee who is requested and agrees to work during a period of scheduled vacation shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay for all such hours worked. In consideration of such payment by the Board, such hours worked shall be considered as vacation time used by the employee.

- 18.09 An employee shall not accrue vacation credits during a period of unpaid leave of absence or lay-off extending beyond eight (8) working days in a month or during a period when the employee is receiving Long Term Disability benefits through the Board's insurer. It is agreed however, that an employee on Pregnancy and/or Parental Leave who returns to regular employment upon completion of such leave shall receive the vacation credits that would have otherwise earned had the employee worked the period of leave.

Part Time, Temporary Employees, and any other person on the Call-in List:

- 18.10 Temporary part-time employees or an employee on the call-in list shall be paid vacation pay pursuant to the Employment Standards Act of Ontario. Upon completion of 3640 hours of employment, an employee shall thereafter be paid vacation pay at the rate of six (6) percent annually. Vacation pay shall be included with each regular pay.

Upon completion of 10,920 hours of employment, an employee shall thereafter be paid vacation pay at the rate of eight percent (8%) annually. Vacation pay shall be included with each regular pay.

Clauses 18.02, 18.03, 18.04, and 18.07 shall not apply to a temporary part-time employee or employee on the call-in list.

ARTICLE 19 - SICK LEAVE PLAN

19.01 a) For the purpose of this plan:

(i) "Employee" shall mean a full-time salaried employee who is classified as a permanent full-time employee of the Board and who falls within the Scope and Recognition clause of this Agreement. Incentive: An employee that has not used one sick day in the last 12 months (January-December) will be entitled to an extra day off with pay, to be used by the end of the next calendar year. Such entitlement will not be subject to carryover or payout.

(ii) "Month" shall mean a calendar month.

(Note: The provisions of Article 19 shall not apply to permanent part-time employees, temporary employees, or any employee on the call-in list.)

b) A plan of sick leave gratuities is hereby established and continued for all present and future full-time employees and subject to the control of the Board. The conduct and management of the plan shall be vested with the Chief Administrative Officer or designate.

c) The Board shall maintain a record of all sick leave credits and sick leave debits for employees in accordance with the terms and conditions of this plan. Such information shall be provided to an employee upon request.

d) (i) An employee shall be entitled to a sick leave credit for each month during which the employee is employed by the Board and is not on leave of absence without pay, which sick leave credits shall be cumulative. The sick leave credit entitlement for an eligible employee shall be as follows:

Employees normally scheduled to work 7 hours per day.....10.5 hours monthly

Employees normally scheduled to work more than 7 hours per day.....12.0 hours monthly

(ii) Sick leave credits entitlement shall cease once an employee has been absent from work for a period of four (4) consecutive months due to illness or injury.

(iii) Employees on an accommodated modified work schedule shall be entitled to sick leave credit for each month during which the employee is employed by the Board, which sick leave credit shall be earned on a pro-rated basis on all hours

worked.

- e) Absence from work on account of illness shall be deducted in hourly increments. Absence of one-half hour or less shall not be deducted from sick leave credits. Absence of more than one-half hour but less than one hour shall be deducted as one (1) hour.
- f) An employee shall report their illness to the designated point of contact or their immediate non-union supervisor within 5 hours prior to their scheduled shift. In the event the supervisor cannot be reached, a message shall be left on the supervisor's voice mail. In Ontario Works, the sick line must be called.
- g) (i) Subject as otherwise provided in this plan, an employee who is absent from work by reason of illness shall be entitled to receive sick pay in a total amount not exceeding the employee's accumulated sick leave credits. As a pre-requisite to sick leave payment, any non-compensable absence due to illness, whether or not covered by the provisions of this Article, may, at the Employer's request require verification by a medical certificate that is satisfactory to the Employer in accordance with the following circumstances:
 - (1) Sick leave is in excess of three (3) days, a medical certificate indicating date of examination; confirmation that the employee is incapable or has been incapable of attending work throughout the period of absence; and an expected return to work date;
 - (2) Sick leave is in excess of five (5) days, a medical certificate indicating that the employee is under the care of a physician and will continue to be seen by a Physician until return to work; functional capabilities and limitations for modified duties, and anticipated prognosis for return to work.
 - (3) In the event the employer requires a doctor's certificate for absences of three (3) days or less, medical certification will be required as per (1) above.
 - (4) In cases where a medical certificate is being requested for attendance support purposes (Stage 3, ASP), a functional abilities assessment will be required of the employee to determine their ability to meet the physical /cognitive demands of the job and establish their capability of maintaining regular attendance at work.
 - (5) Where the term medical certificate is referred to in this agreement, the certificate(s) deemed satisfactory by the Employer are provided in Appendix B and/or Appendix C of this agreement. Non-production of the required medical certificates in Appendix B or Appendix C shall result in denial of sick pay.

In the event the Employer requests a Medical Certificate for sick leave absences, the Employer shall reimburse the employee to a maximum of \$40, upon receipt of an invoice from the health care provider.

Where a functional abilities assessment is requested by the Employer, the Employer shall reimburse the employee to a maximum of \$80, upon receipt of an invoice from the health care provider.

(ii) An employee whose sick leave credits have been exhausted shall be entitled to use vacation credits standing to the employee's account during such period of illness.

(iii) An employee absent from work and in receipt of benefits through the Workplace Safety and Insurance Board (WSIB) due to a compensable accident or a compensable industrial disease suffered or contracted in the course of employment with the Board shall receive from the Board the difference between the amount payable from the WSIB and the regular salary during the period of disability, not exceeding nine (9) months.

(iv) Where an employee is absent from work for more than nine (9) months as aforesaid and is in receipt of WSIB benefits, such employee shall be entitled to have their sick leave credits applied for the purpose of making up the difference between the amount of WSIB benefits being paid and their regular salary.

h) There shall be no entitlement to a payout for sick leave credits standing to an employee's account at termination of employment.

19.02 Where an employee has used up all their sick leave credits and through illness is unable to carry out their ordinary duties and has not been retired on pension, the employee will be placed on leave of absence during which period they will not receive pay, vacation credits, statutory holiday pay or sick pay credits, but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period equal to the employee's accumulated seniority at the commencement of the leave of absence, or a period of two (2) years, whichever is the lesser. If the employee is not able to return to work upon expiration of the leave of absence, they shall lose all seniority rights and shall not be eligible for any benefits conferred under the Collective Agreement.

19.03 An employee receiving Long Term Disability benefits shall have the right to reclaim the job they were performing at the onset of disability, or if this job is no longer available, a comparable job at a comparable rate of pay, during the twenty-eight (28) month period commencing with the onset of disability. If the employee is unable to return to work on expiration of the twenty-eight (28) month period, they shall lose all seniority rights and

shall not be eligible for any benefits conferred under this Collective Agreement.

- 19.04 If an employee's vacation is interrupted by serious illness or injury that can be confirmed by a physician, the period of time that was interrupted by serious illness or injury shall be considered as sick leave and not deducted from the employee's vacation credits.

It is understood that "serious illness or injury" requires evidence of hospitalization or incapacitation and shall be provided to the employee's Supervisor/Manager, upon request.

- 19.05 a) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days certifying that they were absent due to illness.

b) If circumstances warrant, i.e. pattern, trend, etc., after three (3) occurrences due to illness within a twelve-month period, an employee may be required to provide a certificate from a medical practitioner for any subsequent illnesses.

- 19.06 In cases of prolonged illness, the employee's supervisor may require progress reports from time to time from the employee's physician certifying that the employee is unfit for work, the dates the employee is being advised to remain off work, and if possible, a return to work date. In such instances, the Board shall be responsible for the costs of such reports.

- 19.07 Employees may convert up to five (5) sick days to personal days, which may be used in hourly increments. It is understood that unused personal days will be converted back to sick leave credits, at the end of each calendar year. Personal days are not to be taken on a consecutive basis. Wherever possible, requests for personal days will be made at least five (5) days in advance to the employee's direct supervisor. Approval shall be subject to the supervisor's assessment of operational requirements. When personal leave is requested in relation to an emergency, notice provisions will be waived.

a) Personal day credits will come into effect January 1st, 2016. Medical/Dental leave shall conclude on December 31st, 2015, for FT members. PT and temp members will retain the 12 hour per year medical/dental leave.

ARTICLE 20 - LEAVE OF ABSENCE

Union Representation:

- 20.01 a) An employee elected or appointed to represent the Union at a conference, convention, or other Union business shall be granted leave of absence without loss of seniority and without pay sufficient to attend the business for which leave is requested provided:

- (i) Such leave is requested in writing by the Union not later than one (1) week before such leave is required; and
 - (ii) Such leave does not seriously reduce the efficiency of the department.
- b) An employee granted a leave of absence for Union business under this article shall receive their normal pay for the period of leave of absence. The Board will bill the Union for all wages and for the benefits outlined in article 24 provided the employee during the leave of absence. The Union shall reimburse the Board within forty-five (45) days following receipt of the invoice.

Bereavement Leave:

20.02 In the case of a death in the family, leave of absence, with pay and without loss of seniority, will be granted to an employee regularly scheduled to work, on the following basis:

- a) Five (5) days leave of absence with pay in the event of the death of the employee's immediate family. Immediate family means: spouse, common-law partner, children, step-children, mother, father, step-parents, siblings or step-siblings, grandchildren, and step-grandchildren.
- b) Three (3) days leave of absence with pay in the event of a death of the employee's parent-in-law, child-in-law, grandparent, spouse's grandparent, parents of a common-law partner, and sibling-in-law.
- c) One (1) day leave of absence with pay in the event of a death of the employee's aunt, uncle, niece, and nephew or a person whose relationship resembles that of an immediate family member. It should be noted, approval of bereavement for a person whose relationship resembles that of an immediate family member will only be permitted once for the duration of employment with the DNSSAB.
- d) The employee shall not be entitled to the benefits above when the employee fails upon request to furnish the Board with reasonable proof of death of the family member.

Subpoena/Jury Duty:

20.03 The Board shall grant leave of absence without loss of seniority benefits to an employee who is required by subpoena to attend a court of law or coroner's inquest. The Board shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness; excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is

subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment with the Board shall be considered as time worked at the appropriate rate of pay.

Elections/Voting:

20.04 An employee shall be provided with three (3) consecutive hours for the purpose of voting in a federal, provincial, or municipal election or referendum. Such additional time shall be given at the convenience of the Board as may be necessary to provide for such hours while the polls are open. An employee shall suffer no loss of pay for such absence.

General Leave of Absence:

20.05 If an employee requires a leave of absence for reasons other than those specified elsewhere in this Agreement, the employee may be granted a leave of absence without pay for up to twelve (12) months with the written consent of the Chief Administrative Officer. The Board will not unreasonably withhold its approval of personal leave.

Where an employee has been granted a leave of absence without pay, they must pay 100% of the premiums to retain benefits for which the Board would normally pay. Accrual of vacation and sick leave credits during an unpaid leave period are addressed under their corresponding Articles 18.09 and 19.01. Seniority shall be retained during the first six (6) months of leave and the employee shall not accumulate any further seniority beyond this six (6) month period. Such leave cannot exceed twelve (12) months in length. Further, it is understood that an employee granted leave under this Article shall not be permitted to accept other employment during the period of leave.

Preference will be given to employees seeking leave under this Article for formal education or professional development opportunities.

Pregnancy/Parental Leave:

20.06 a) Pregnancy and parental leave shall be administered in accordance with the provisions of the Employment Standards Act.

b) An employee requesting pregnancy and/or parental leave shall give their supervisor at least two (2) months' notice of the date pregnancy leave and/or parental leave is to begin together with a medical certificate setting out the expected birth date.

c) An employee returning to work after a period of pregnancy and/or parental leave shall provide the Board with a minimum of ten (10) working days' notice in writing.

d) Pregnancy and or parental leave shall be without pay, but the employee shall

continue to accumulate seniority during such periods of leave.

- e) During periods of pregnancy and/or parental leave, the employee may continue to participate in the following benefit plans unless the employee gives notice in writing that they do not intend to pay any contributions applicable.
- (i) OMERS Pension Plan
 - (ii) Life Insurance
 - (iii) Accidental Death & Dismemberment
 - (iv) Extended Health Plan
 - (v) Dental Plan
 - (vi) LTD

Except as provided in clause 18.09 to this Agreement, an employee's participation in all other benefits referred to in this Agreement shall be suspended during periods of pregnancy or parental leave.

- f) An employee on pregnancy and/or parental leave who returns to their regular employment upon completion of such leave shall receive the vacation and sick leave credits they would have otherwise earned had they worked the period of leave.
- g) The employee will retain their bidding rights for internal job postings for the period of the leave. In the event of a temporary position or temporary vacancy, the employee will be eligible to accept such a position so long as the position remains open for more than 30 working days beyond the employee's expected return from leave.
- h) The employee shall be entitled to return to the position held at the commencement of the leave. If such position is no longer available, the employee shall be placed in a comparable position at a rate that is equal to the greater of:
- (i) the rate that the employee most recently earned with the employer, and
 - (ii) the rate that the employee would be earning had they worked throughout the leave.

Note: This provision is in compliance with Section 53 of the Employment Standards Act.

Leave to Upgrade Qualifications:

- 20.07 If required by the Board, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

Where employees are required by the Board to take courses to upgrade or acquire new

employment qualifications, the Board shall pay the full costs associated with the courses.

Subject to operational requirements, the Board will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Board.

Election to Public Office:

20.08 a) An employee seeking election to public office (provincial or federal) shall be provided with a leave of absence subject to the following provisions:

- (i) Such leave of absence shall be without pay;
- (ii) The employee will provide a minimum of ten (10) working days' notice in writing prior to the commencement of leave;
- (iii) Leave will be allowed for a maximum period starting from the date the writ issued for provincial or federal elections to a date no later than five (5) working days following the release of official election results;
- (iv) The employee shall be entitled to return to the position held at the commencement of the leave;
- (v) The employee will retain bidding rights for internal job postings for the period of leave.
- (vi) The employee shall continue to accumulate seniority and service credits during the period of leave;
- (vii) The employee's participation in the Board's employee group benefit plans shall be continued during the period of leave.

b) It is understood and agreed that if elected, the employee upon written application shall be granted an extension of the leave of absence for a period of up to one year. The following conditions shall apply to this period of extension:

- (i) Such leave of absence shall be without pay;
- (ii) The employee shall have the option of continuing participation in the Board's employee group benefit plans (except Long Term Disability) during the period of leave of absence by paying 100% of premium contributions payable monthly in advance;
- (iii) The employee shall be entitled to return to the position held at the

commencement of the leave. If such position is no longer available, the employee shall be placed in a comparable position at a comparable rate of pay;

- (iv) The employee will retain bidding rights for internal job postings for the period of leave on provision that the employee must be available for work when required by the Board.
- (v) The employee shall continue to accumulate seniority but shall not accumulate any service credits during such period of leave;
- (vi) If the employee does not return to work upon expiration of the one-year extension of leave, it is agreed that their employment shall be terminated.

Elected/Selected for Full-time Union Position:

20.09 An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a maximum of two (2) years subject to the following conditions:

- a) The employee shall continue to receive their regular pay for the period of leave of absence, and the employee's participation in the employee group benefits plans described in clause 24.02 shall also be continued. The Board will invoice the Union for all wages and benefits provided the employee during the leave of absence. The Union shall reimburse the Board within forty-five (45) days following receipt of such invoice.
- b) The employee will provide a minimum of four (4) weeks' notice in writing prior to the commencement of the leave;
- c) The employee shall be entitled to return to the position held at the commencement of the leave. If such position is no longer available, the employee shall exercise their seniority as per Article 10;
- d) The employee will retain bidding rights for internal job postings for the period of leave on provision that the employee must be available for work when required by the Board.
- e) The employee shall continue to accumulate seniority but shall not accumulate any service credits during such period of leave;
- f) If requested in writing by the employee, such leave of absence may be extended beyond the two (2) year period at the discretion of the Board.

20.10 Employees may fund their own pre-paid leave programme as per the conditions

attached to this collective agreement in the Letter of Understanding RE: Deferred Salary Leave Plan.

- 20.11 Upon the return to work from any leave (paid or unpaid), or on conclusion of a temporary assignment it is understood by both parties that the employee will return to the duties of the bulletined position number that was held prior to their leave.

ARTICLE 21 – PAYMENT OF WAGES

21.01 The Board shall pay salaries bi-weekly, on every second Thursday by electronic transfer(s) to the bank, credit union or trust company account designated by the employee. An employee may designate distribution of their salary to a maximum of three accounts. In the event the electronic transfer cannot be made by Thursday due to circumstances beyond the Board's control, the transfer will be made no later than Friday of the same week. A statement of earnings and adjustments may be distributed to each employee electronically to an e-mail address of their choice. A printed statement of earnings and adjustments may be issued at the request of the employee.

- 21.02 a) When an employee is assigned to or is directed to relieve in excess of one (1) hour in any one (1) day on a job within the bargaining unit, such employee shall receive the next immediate rate in the salary range which is greater than their regular rate, or their regular rate whichever is the greater for that time.
- b) When an employee is temporarily assigned responsibilities of a lower paying position in or out of the bargaining unit, such employee shall be paid their regular rate of pay for that time.

ARTICLE 22 - JOB CLASSIFICATION

22.01 When a new position is created, or an existing position reclassified, the Board will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it shall become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Board and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter shall be submitted to arbitration. The new rate shall apply retroactively to the time the position was first filled by the employee.

For new positions, only as approved by the C.A.O., the parties also agree that the position will be evaluated by the Job Evaluation Committee once the new incumbent has been in the position for six (6) months. By mutual consent, the parties may agree to extend the six (6) month period.

An employee's salary is red circled when the duties and responsibilities of a classification have changed significantly, and following a gender-neutral re-evaluation process, are

assigned a lower value. In this case, the incumbent may keep the compensation tied to the former value of the position, but all future salary increments are frozen until the lower pay rate attached to the new lower-valued position catches up.

- 22.02 The Board agrees to draw up job descriptions for all positions for which the Union is bargaining agent. Copies of such job descriptions will be provided to the Union.

Furthermore, the Employer will provide the Union with a highlighted copy of all the changes that have occurred since the last description was sent.

ARTICLE 23 - WORKPLACE SAFETY INSURANCE BOARD (WSIB)

- 23.01 An employee prevented from performing their regular work with the Board due to an occupational accident, that is recognized by the WSIB as compensable within the meaning of the Act shall receive their regular salary from the Board for a period of nine (9) months for the same compensable accident, after which the time the employee's sick leave credits shall be utilized in making up any difference between the WSIB payment and the employee's regular pay. Such payments by the Board shall continue only while the employee is receiving temporary disability compensation from the WSIB and shall terminate at the earliest of: The employee's sick leave being exhausted, the employee receiving an award from the WSIB for a permanent total disability or a permanent partial disability, or when the employee returns to active employment. In consideration of the foregoing, the employee shall turn over to the Board all temporary compensation payments received from the WSIB.

- 23.02 An employee receiving temporary or permanent disability benefits from the WSIB in consideration of an illness or injury sustained while employed by the Board shall have the right to reclaim the job being performed at the onset of disability or, if the job is no longer available, a comparable job at a comparable rate of pay. Such employee shall also be eligible to have their participation continued in the Board's employee group benefits plans as set out in clauses 24.02 a) and b). The employee's entitlement to the privileges set forth in this clause shall be limited to a period of thirty-six (36) months from the onset of disability. Should the employee be unable to resume their regular duties prior to the expiration of the thirty-six (36) month period, the employee shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a handicap as defined in the Ontario Human Rights Code, 1981, as amended.

- 23.03 The provisions of this Article shall not apply to permanent part-time employees, temporary employees, or employees on the call-in list.

ARTICLE 24 - EMPLOYEE GROUP BENEFITS PLANS

24.01 Pension

- a) All eligible employees and those who become eligible and opt to participate shall participate in the Ontario Municipal Employees Retirement System (OMERS) as a condition of employment. The Board and the employee shall make contributions in accordance with the provisions of the plan.
- b) Active membership in OMERS may continue until the employee retires or no later than the end of the year in which they turn 71. Since OMERS pensions are paid at the beginning of each month, the pension must start no later than December 1 of the year in which the member turns 71. Contributions cease November 30 or when the member has 35 years of credited service, whichever is earlier.

24.02 The Board agrees to pay 100% of the premium costs for the following benefits for permanent full-time employees.

- a) A Major Medical Plan excluding semi-private hospital coverage and a \$2,500 maximum benefit for hearing aids during an insured person's lifetime.

Generic drug formula 100% (name brand if prescribed) except where a physician prescribes no substitutions. It is agreed and understood that the drug plan will cover only generic drugs where generic drugs are available as a substitute for name brand drugs. In the event the employee wishes to purchase name brand drugs where generic drugs may otherwise be available, and where there is no prescribed requirement for name brand drugs, the plan shall only reimburse up to the generic equivalent and the employee shall be responsible for all additional costs.

- b) A Long-Term Disability Plan (the same plan as that in effect for the former City of North Bay employees at February 1, 1999) shall be implemented effective February 1, 1999.
- c) A Group Life Insurance Plan under which the life of each employee will be insured to the extent of two times (2X) the employee's basic annual earnings.
- d) An Accidental Death and Dismemberment Plan under which an employee will be insured for a principal sum of two times (2X) the employee's basic annual earnings.
- e) A Vision Care Plan. The plan shall be the approved group benefits carrier \$500/24 months plan or equivalent. The Employer agrees to pay 100% of eye examinations every 24 months.
- f) The Board shall provide the approved group benefits carrier Dental Plan #9 or

equivalent to all employees. The plan shall provide benefits based on the current Ontario Dental Association Fee Schedule.

Dental recalls shall be according to the following schedule:

Children (18 years of age and younger)every six (6) months

Adultsevery nine (9) months

g)

Acupuncturist, Massage Therapist	\$400/calendar year
Chiropodist, Podiatrist	\$200/calendar year
X-rays	\$200/calendar year
Chiropractor	\$300/calendar year
X-rays	\$200/calendar year
Mental Health Practitioners: Clinical Counsellor, Marriage/Family Therapist, Psychotherapist, Psychologist, Psychoanalyst	\$350/calendar year
Social Worker	\$500/calendar year
Speech Therapist	\$200/calendar year
Osteopath	\$200/calendar year
X-Rays	\$200/calendar year
Naturopath	\$250/calendar year
Physiotherapist	Unlimited - Physician's prescription/recommendation is required (submitted to Manulife directly)

24.03 The Board agrees to make available an Optional Life Insurance plan providing coverage for an employee and/or their spouse. Such insurance coverage shall be available in units of \$10,000 to the maximum set out in the policy and shall be subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for paying one hundred percent (100%) of the premium costs of this plan through payroll deductions.

24.04 The Board shall have the right to determine the carrier of the benefits specified in this article. All refunds, reductions of premiums, dividends, etc., relating to contributions made by the Board shall become and remain the sole property of the Board. Benefits under any such plan shall not be reduced by the Board without the consent of the Union.

Upon request of the Union, the Board shall provide the Union with a copy of the group insurance policies covering employees or the bargaining unit or where a change in carriers is being considered, the specifications for the benefits being marketed.

- 24.05 a) An employee absent from work due to illness or injury and not in receipt of Workplace Safety Insurance Board (WSIB) benefits shall have their coverage for the benefits outlined in clause 24.02 continued for a period of four (4) months from the onset of disability.
- b) Upon expiration of the four (4) month period referred to above, the employee shall file a claim for Long Term Disability benefits. If such claim is accepted by the carrier, the employee's participation in the benefit plans will be continued for a further period of up to twenty-four (24) months.
- c) If the employee continues to qualify for Long-Term Disability benefits beyond the twenty-four (24) month period set out in clause 24.04 b) above, they may continue their participation in the benefit plans for so long as they qualify for Long Term Disability benefits by assuming responsibility for 100% of the premium cost for such coverage.

Where an employee elects to continue coverage under any or all of the above plans, premiums for such coverage shall be payable to the Board by post-dated cheque, no later than the first working day of each month of coverage. Coverage shall be terminated immediately in the event of the employee's failure to make such payment.

- d) An employee in receipt of Long-Term Disability benefits shall be considered on a leave of absence without pay. During such period, an employee shall not receive vacation credits, holiday pay, or sick leave credits.
- e) If after having been off work for a continuous period of four (4) months due to illness/injury, an employee elects to utilize their sick leave credits rather than apply for Long-Term Disability benefits, the employee's participation in the benefits outlined in clause 24.02 shall continue so long as the employee is in receipt of sick leave benefits and for a further period of up to twenty-four (24) months, if the employee then files a claim for Long Term Disability benefits and such claim is accepted by the insurer.

24.06 The Board shall continue coverage under the Employee Group Benefits Plan for a period of three (3) months following the date of lay-off if the employee qualifies for and receives severance pay as defined under the Employment Standards Act.

24.07 Each employee shall be solely responsible for notifying the Board in writing of any changes in marital status, dependents, or any other changes, which affect the employee's participation in the above plans.

Employees who choose to continue working past the age of 65 will be able to continue to participate in all benefits under Article 24.02, same as current employees, save and

except the Long-Term Disability. The Employer agrees to pay the premium costs to continue coverage.

Temporary Employees and any other person on the Call-in List:

24.08 The provisions of Article 24 this Agreement shall not apply to a part-time employees or employees on the call-in list. The following provisions shall apply to a part-time employees or employees on the call-in list.

a) A part-time employee, temporary employee or employee on the call-in list shall receive an allowance equivalent to ten percent (10%) of the employee's regular wage rate in lieu of participation in the employee group benefit plans set out in article 24 of the main body to this Agreement. Such payment in lieu of benefits will be reduced by the amount of the Board's contribution to the OMERS Pension Plan on the employee's behalf should an eligible part-time employees or employees on the call-in list elect to participate in the OMERS Plan.

b) A temporary employee or employee on the call-in list selected as the successful applicant for a temporary full-time position with an anticipated duration of three (3) months or longer will participate in the employee group benefits plans set out in article 24 of the main body to this Agreement. In such instances, the ten percent (10%) allowance in lieu of benefits shall cease upon the employee's electing coverage.

c) The employee's participation in the employee group benefits plans shall cease upon the employee reverting to part-time status, except that a part-time employee who has elected to join the OMERS pension plan shall continue to participate pursuant to the requirements of the plan.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Whenever the singular or feminine is used in this Agreement it shall be construed as if the plural or masculine gender had been used where the context of the parties so require.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 An employee shall be given sixty (60) working days' notice when the Board, by reason of technological change is unable to provide work for a displaced employee at a comparable rate of pay in a comparable class of work. Within thirty (30) calendar days of receipt of such notice, the affected employee shall elect one of the following options:

a) Accepting severance pay on the basis of one (1) week's pay at their regular rate of pay for the position last occupied for each year of employment with the Board. It is understood and agreed that election of this option will be deemed to be a termination from the Board's employment and a forfeiture of all bargaining unit rights including

the right to grieve such termination; or

- b) Foregoing the severance pay described above and electing instead to bump a less senior employee pursuant to the procedures set out in Article 10 of this Agreement.

ARTICLE 27 - MILEAGE ALLOWANCE

27.01 Effective upon ratification of this Agreement, an employee authorized by their non-union supervisor to use their personal automobile in the performance of duties shall be compensated at the rate of sixty cents (60¢) per kilometre for such use. The allowance shall cover travel from and to the employee's home-office base. The Board shall pay the cost of all receipted parking.

- 27.02 a) If an employee is authorized by their non-union supervisor to be away from their home-office base for a distance exceeding thirty (30) kilometres, the Board shall provide a meal reimbursement as follows:

Allowable Meal Reimbursement	
Within District	Out of District
B - \$10.00	B - \$15.00
L - \$20.00	L - \$25.00
D - \$25.00	D - \$45.00

- i) Breakfast (B) – if on travel status before 7:30 am and away from home-office base later than 9:30 am;
 - ii) Lunch (L) - if on travel status before 1:00 pm and away from home office base later than 1:00 pm;
 - iii) Dinner (D) - if on travel status before 6:00 pm and away from home office base later than 6:00 pm;
 - iv) Meals must not be claimed when provided as part of the meeting or function an employee is attending.
- b) Employees claiming a meal reimbursement must submit receipts and reimbursement shall be made to up to the allowable maximum in a). Employees will not be reimbursed for alcohol as per Canada Revenue Agency guidelines.
 - c) The Board shall also pay receipted costs for approved accommodations.

d) For purposes of clause a), the home-office base is the location attached to the position held by an employee, or as established in bulletined positions.

Reimbursement under this article is not applicable to employees when travel from their home office base is to the town in which they reside.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the parties agree to share the cost of reproducing this Agreement in booklet form.

ARTICLE 29 - BOARD AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

29.01 The Board agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

ARTICLE 30 - LABOUR-MANAGEMENT COMMITTEE

30.01 A Labour-Management Committee shall be established consisting of four (4) representatives appointed by the Union and four (4) representatives of the Board. The Committee shall enjoy the full support of both parties in discussing matters of mutual interest.

It is agreed and understood that under no circumstances, unless otherwise mutually agreed, shall matters be discussed that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement.

The frequency of Committee meetings will be determined by the parties but will normally be established every three (3) months at a mutually agreed upon time and place. A Committee meeting will also be held within fifteen (15) working days of receipt of the request of either party, unless mutually agreed otherwise. Each party shall supply the other with agenda topics at least ten (10) working days in advance of the scheduled meeting. Employees shall not suffer any loss of pay for time spent at joint meetings with the Board.

The Committee will be jointly responsible for determining the process for scheduling meetings, establishing meeting agendas and producing minutes of the meetings.

ARTICLE 31 - RESOLUTIONS AND REPORTS OF THE BOARD

31.01 A copy of the agenda and minutes of the Board meetings shall be shared electronically

to the Vice-president of the Union at the same time that they are shared electronically with Board members.

ARTICLE 32 - LEGAL INDEMNIFICATION

- 32.01 a) Subject to the other provisions of this article, an employee charged with and finally acquitted of a criminal or statutory offence because of acts done in the attempted performance in good faith of their duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- b) Notwithstanding clause a), the Board may refuse payment otherwise authorized under clause a) where the actions of the employee from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as an employee.
- c) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of their duties as an employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- (i) Where the Board is not joined in the action as a party and the Board does not defend the action on behalf of it and the employee as joint tortfeasors at the Board's sole expense.
 - (ii) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the employee is of the view that it would be improper for the solicitor to act for both the Board and the employee in that action.
- d) An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of their duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in representing their interest in any such inquest in the following circumstances only:
- (i) Where the Board does not provide counsel to represent the employee at the inquest at the Board's expense; or
 - (ii) Where the counsel provided by the Board to represent either or both of them along with the employee is of the opinion that it would be improper for the employee to act for both the Board and the employee in that action.
- e) Where an employee intends to apply to the Board for indemnification hereunder, the employee shall within ten (10) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by

counsel retained by the Board, apply in writing to the Board or to the officer designated by the Board to deal with such applications for approval to retain counsel and approval of the counsel to be so retained.

- f) Where the Board elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings.

- g) For greater certainty, employees shall not be indemnified for legal costs arising from:
 - (i) Grievances or complaints under this Collective Agreement;
 - (ii) The actions or omissions of employees acting in their capacity as private citizens;
 - (iii) Discipline proceedings by the Board.

- h) For the purposes of this provision, an employee shall not be deemed to be "finally acquitted" if, as a result of charges laid the employee is subsequently found guilty of or pleads guilty to other charges out of the same incident(s).

- i) For the purposes of this provision, "necessary reasonable legal costs" shall be based on the account rendered by the solicitor performing the work subject initially to the approval of the Board's solicitor, and in the case of dispute between the solicitor doing the work and the Board's solicitor, taxation on a solicitor and client basis by a Taxing Officer.

ARTICLE 33- JOINT HEALTH AND SAFETY COMMITTEE

33.01 The Board and the Union shall establish a Joint Occupational Health and Safety Committee as outlined in the Occupational Health and Safety Act of Ontario.

The Board and the Union will establish a Terms of Reference for the Joint Occupational Health and Safety Committee, which shall be binding on both parties.

ARTICLE 34 - TERM OF AGREEMENT

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

34.02 In the event that one party to this Agreement shall give notice to the other party pursuant to clause 34.04 that it desires to negotiate the Agreement in whole or in part, the parties to this Agreement shall meet at a time mutually agreed upon.

However, such meetings shall take place not later than thirty (30) days following the date

of notice pursuant to clause 34.04 and the parties agree to bargain in good faith.

34.03 Appendix "A" attached hereto shall be part of this Agreement and be binding on the parties hereto.

34.04 This Agreement shall be binding and remain in effect from February 1, 2024 to January 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the period ninety (90) days prior to expiration of this Agreement, that it desires its termination or that it be renegotiated in whole or in part.

SIGNED ELECTRONICALLY on this 17 day of September, 2024.

FOR THE BOARD

DocuSigned by:
Michelle Glabb
D0AC211D9ADF443...

DocuSigned by:
Lynn Demore-Pitre
B5E6ABF2781E4A6...

Signed by:
Stacey Cypreck
C2A5B0B6B9364F2...

DocuSigned by:
Melanie Shaye
D9F436587D28431...

FOR THE UNION

DocuSigned by:
Jacqueline Comeau
9F4B1B4DD1734FD...

Signed by:
Amy Bendron
5EC265136521442...

Signed by:
Chis Eliot
3453ECEBAFEE4E7...

DocuSigned by:
Crystal Letourneau-Robillard
40DA7C8F4E50479...

APPENDIX "A"

The parties agree that when effecting movements between classifications the following shall apply regardless of the reason for the change:

1. Effective February 1, 2012 a salary grid consisting of eight (8) bands will be established with five (5) annual incremental steps within each band. Positions within each salary band are defined within enclosed salary scale A.
2. Increases to the salary schedule shall be retroactive to February 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between February 1, 2024, and (expiry date), they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

3. The attached salary scales will be implemented as follows. To be amended in accordance with term of Agreement.

Salary Scale A	Effective February 1, 2024
Salary Scale B	Effective February 1, 2025
Salary Scale C	Effective February 1, 2026

4. Employees promoted to a higher classification shall be placed on the first step of the higher grid which provides an increase, unless an employee has previously worked in this classification, at which point they would be placed on the step of the wage grid they previously were on, at the time of their departure providing the employee receives an increase from their current classification. Thereafter, progression on the grid shall be based on 12 months of service with the Board. The same movement shall apply to temporary assignments in a higher classification, except on conclusion of the temporary assignment, the employee returns to the salary/step held in the permanent position. If the incumbent returns to their permanent position and the anniversary date has gone by, the incumbent will be placed at the salary/step they would have received on their anniversary date.
5. Employees previously displaced to a lower classification and subsequently reinstated to their former position shall be placed on the step in the grid which is at least equivalent to the step held prior to the displacement, including monthly increments. Thereafter, progression on the grid shall be based on 12 months of service since the last increment. However, if more than 30 months have

elapsed since the displacement, placement on the grid and progression shall be as per one (1) above.

6. Employees who are either displaced or who are the successful applicant to a lower classification shall be placed on a step in the grid equivalent to the step held in the higher classification, including monthly increments. Thereafter progression on the grid shall be based on 12 months of service since the last increment. The same movement shall apply to temporary assignments in a lower classification, except on conclusion of the temporary assignment, the employee returns to the salary/step held in the permanent position. If the incumbent returns to their permanent position and the anniversary date has gone by, the incumbent will be placed at the salary/step they would have received on their anniversary date.

7. Employees moving laterally shall be placed on the same step and progress on the grid, including monthly increments, based on 12 months of service with the Board.

APPENDIX "B" – Medical Absence Form (excess of 3 days)

MEDICAL ABSENCE FORM
(in excess of 3 days)

District of Nipissing
Social Services
Administration Board

Conseil d'administration
des services sociaux
du district de Nipissing

(To be completed by attending physician)

The purpose of this form is to provide the patient with the necessary information that they need to give to their employer to help the employer to confirm that an absence from work is for medical reasons.

Notes to physician

- 1. This form is not intended for WSIB purposes. For a work-related injury or illness, the required WSIB forms must be completed.
- 2. Where choices are indicated below, please mark your selection.
- 3. Please keep a copy of this form.

When completing this form, disclose only information necessary to meet the purpose of the form. It is not necessary to provide a diagnosis or treatment information.

Physician's name and address (please print)

I saw _____ on _____.
(Patient's name) *(Date)*

I am satisfied that, for medical reasons, this patient did not/will not attend work, starting on _____.
(Date)

Given the health information before me (check all that apply):

- This patient may / did return to work with no limitation on _____
(Date)
- This patient needs further medical assessment before returning to work
Date of next appointment is (indicate N/A if not applicable) _____
(Date)

My opinion is based on the factors indicated below:

- Information provided by the patient and my assessment of the health information
- My examination of the patient and my assessment of the findings

Note: Completion of this form is an uninsured medical service. There may be a fee to the patient for completion of this form. Employee will be reimbursed in accordance with Article 19.01 of the Collective Agreement.

(Physician's signature) *(Date)*

APPENDIX "C" – Medical Ability to Work Form (excess of 5 days)

Fax: 705-474-7155

**Medical Ability to Work Form
(excess of 5 days)**

District of Nipissing
Social Services
Administration Board

Conseil d'administration
des services sociaux
du district de Nipissing

The purpose of this form is to provide the patient with the necessary information that they need to give to their employer to help the employer make decisions about accommodating the patient, providing disability leave, or assessing if the patient can return to work.

TO BE COMPLETED BY EMPLOYEE

Employee's Name _____ Phone No. _____

Employee Consent

I _____ understand in order to identify my functional abilities, limitations, and/or restrictions for the purposes of employment
(print name)
accommodation, return-to-work planning, and/or short-term sick leave entitlements; my employer may require my health information. Health information will only be used by authorized individuals for the specified purposes.

Employee's Signature: _____ Date: _____ (yyyy/mm/dd)

NOTES TO PHYSICIAN

When completing this form, disclose only information necessary to meet the purpose of the form. It is not necessary to provide a diagnosis or treatment information.

SECTION A: ILLNESS / INJURY INFORMATION

Date illness/injury began: _____ (yyyy/mm/dd) Date of examination by Physician: _____ (yyyy/mm/dd)

Have you scheduled a follow up appointment? Yes No If yes, when? _____ (yyyy/mm/dd)

I have assessed the employee and certify they are: (check one of the following)

Able to return to work **without** limitations or restrictions as of _____ (yyyy/mm/dd)

Disabled as defined under the Ontario Human Rights Code and able to work **with** limitations or restrictions as of (complete Section B)

Return to work date: _____ (yyyy/mm/dd)

Expected length of time modifications will be required: _____ (yyyy/mm/dd)

Totally disabled as defined under the Ontario Human Rights Code and unable to work in any capacity.

Estimated return to work date: _____ (yyyy/mm/dd)

SECTION B: CAPABILITIES INFORMATION

FUNCTIONAL ABILITIES:

Walking (continuously): up to 20 min; up to 1 hour; no restriction; Other (e.g. uneven ground) _____

Standing (continuously): up to 20 min; up to 1 hour; no restriction; Other _____

Sitting (continuously): up to 30 min; up to 1 hour; no restriction; Other _____

Stair climbing: unable 2-3 steps only; own pace assisted no restriction

Lifting floor to waist: up to 20 lbs; up to 30 lbs up to 40 lbs; no restriction; other _____

Lifting waist to shoulder: up to 20 lbs; up to 30 lbs up to 40 lbs; no restriction; other _____

Carrying up to 20 lbs; up to 30 lbs up to 40 lbs; no restriction; Other _____

Reaching (please specify) _____ no restriction; Other _____

Bending – repetitive (please specify) _____ no restriction; Other _____

Twisting – repetitive (please specify) _____ no restriction; Other _____

Employee is: Left handed Right handed Ambidextrous

Limited ability to used **left** hand to: hold objects; grip; type; write

Limited ability to used **right** hand to: hold objects; grip; type; write

Completely unable to use **left** hand to: hold objects; grip; type; write

Completely unable to use **right** hand to: hold objects; grip; type; write

Hours per day: 4 hours 6 hours 8 hours no restriction less than 4 hours (specify) _____

Note: Fax to 705-474-7155 Completion of this form is an uninsured medical service. There may be a fee to the patient for completion of this form. Employee will be reimbursed in accordance with Article 19.01 of the Collective Agreement. (pg. 1 of 2)

COGNITIVE ABILITIES:

- | | | | | |
|-------------------------------|---|--|--|--------------------------------------|
| Concentration | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Attention | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Memory | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Organization/Planning | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Deadline Pressures | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Time Management | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Attention to Detail | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Multi-tasking | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Responsibility/Accountability | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Problem Solving | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Exposure to Confrontation | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Interpersonal Contact | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |

ENVIRONMENTAL STIMULI:

- | | | | | |
|------------------------------|---|--|--|--------------------------------------|
| Exposure to heat/cold | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Exposure to dust/fumes/odour | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |
| Exposure to chemicals | <input type="checkbox"/> limited capacity | <input type="checkbox"/> unable to perform | <input type="checkbox"/> no restriction; | <input type="checkbox"/> Other _____ |

Other (please specify) _____

Additional Information to Support Employee's Current Limitations or Restrictions for Accommodation Purposes (if applicable):

SECTION C: ATTENDING PHYSICIAN'S INFORMATION

Physician's name (please print): _____ Speciality: _____

Address: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Salary Scale A - Effective February 1, 2024 (3.5%)

Salary Grade	Job Classification	Salary Steps				
		1	2	3	4	5
1						
2	Employment Resource Centre Attendant	\$ 47,894.38	\$ 50,026.79	\$ 52,267.23	\$ 54,618.17	\$ 57,085.93
3	Financial Benefits Administrator	\$ 50,969.93	\$ 53,256.85	\$ 55,658.03	\$ 58,177.27	\$ 60,824.59
4	Client Support Worker Housing Programs Representative Accounting Clerk	\$ 53,256.85	\$ 55,658.03	\$ 58,177.27	\$ 60,824.59	\$ 63,603.80
5	Employment Support Worker Program Assistant, Ontario Works Children's Services Representative Program Assistant, Corporate Services Program Assistant, Housing Services Children's Services Administrative Clerk	\$ 55,658.03	\$ 58,177.27	\$ 60,824.59	\$ 63,603.80	\$ 66,521.13
6	Housing Programs Administrator Employment Marketing Specialist Quality Assurance Support Worker Homelessness Prevention Navigator Housing and Homelessness Planner and Analyst	\$ 58,177.27	\$ 60,824.59	\$ 63,603.80	\$ 66,521.13	\$ 69,585.41
7	Ontario Works Staff Trainer Ontario Works Case Manager Ontario Works Transitional Support Case Manager Program Compliance Specialist Employment Services Trainer	\$ 59,436.87	\$ 62,145.75	\$ 64,990.26	\$ 67,977.92	\$ 71,115.03
8						

Salary Scale B – Effective February 1, 2025 (3.25%)

Salary Grade	Job Classification	Salary Steps				
		1	2	3	4	5
1						
2	Employment Resource Centre Attendant	\$ 49,450.95	\$ 51,652.66	\$ 53,965.91	\$ 56,393.26	\$ 58,941.22
3	Financial Benefits Administrator	\$ 52,626.45	\$ 54,987.70	\$ 57,466.92	\$ 60,068.03	\$ 62,801.39
4	Client Support Worker Housing Programs Representative Accounting Clerk	\$ 54,987.70	\$ 57,466.92	\$ 60,068.03	\$ 62,801.39	\$ 65,670.92
5	Employment Support Worker Program Assistant, Ontario Works Children's Services Representative Program Assistant, Corporate Services Program Assistant, Housing Services Children's Services Administrative Clerk	\$ 57,466.92	\$ 60,068.03	\$ 62,801.39	\$ 65,670.92	\$ 68,683.07
6	Housing Programs Administrator Employment Marketing Specialist Quality Assurance Support Worker Homelessness Prevention Navigator Housing and Homelessness Planner and Analyst	\$ 60,068.03	\$ 62,801.39	\$ 65,670.92	\$ 68,683.07	\$ 71,846.94
7	Ontario Works Staff Trainer Ontario Works Case Manager Ontario Works Transitional Support Case Manager Program Compliance Specialist Employment Services Trainer	\$ 61,368.57	\$ 64,165.49	\$ 67,102.44	\$ 70,187.20	\$ 73,426.27
8						

Salary Scale C – Effective February 1, 2026 (3%)

Salary Grade	Job Classification	Salary Steps				
		1	2	3	4	5
1						
2	Employment Resource Centre Attendant	\$ 50,934.48	\$ 53,202.24	\$ 55,584.89	\$ 58,085.06	\$ 60,709.46
3	Financial Benefits Administrator	\$ 54,205.24	\$ 56,637.33	\$ 59,190.93	\$ 61,870.07	\$ 64,685.43
4	Client Support Worker Housing Programs Representative Accounting Clerk	\$ 56,637.33	\$ 59,190.93	\$ 61,870.07	\$ 64,685.43	\$ 67,641.05
5	Employment Support Worker Program Assistant, Ontario Works Children's Services Representative Program Assistant, Corporate Services Program Assistant, Housing Services Children's Services Administrative Clerk	\$ 59,190.93	\$ 61,870.07	\$ 64,685.43	\$ 67,641.05	\$ 70,743.56
6	Housing Programs Administrator Employment Marketing Specialist Quality Assurance Support Worker Homelessness Prevention Navigator Housing and Homelessness Planner and Analyst	\$ 61,870.07	\$ 64,685.43	\$ 67,641.05	\$ 70,743.56	\$ 74,002.35
7	Ontario Works Staff Trainer Ontario Works Case Manager Ontario Works Transitional Support Case Manager Program Compliance Specialist Employment Services Trainer	\$ 63,209.63	\$ 66,090.45	\$ 69,115.51	\$ 72,292.82	\$ 75,629.06
8						

List of Eliminated JOB Classifications

Salary Grade	Eliminated Job Classification
1	File Clerk
1	Apprentice mechanic
2	Clerical Support worker
2	Research Assistant
2	Program Benefits Payment Clerk
2	SDMT Clerk
2	Integrated Services Support
2	Central Supply Clerk
2	Receptionist
2	Electronic Document Management Clerk
3	Lead Clerk Receptionist
3	Cost Recovery and Collections Support
4	Client Trainer
4	Intake Screener
5	Employment Resource Worker
5	Auto Mechanic
5	Children Services QA Support Worker
5	Quality Assurance Representative
5	Employment Resource Centre Aide
5	Program Support Worker - Children's Services
6	Housing Help Administrator
6	Finance Officer
6	Employment Facilitator
6	Outreach Worker
6	Job Developer
6	Housing Access Administrator
7	Lead Case Manager
7	Lead Mechanic
7	Eligibility Review Officer/QA

7	Family Support Worker
8	Affordable Housing Program Facilitator

ADDENDUM

Revised February 2015

Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: Long Service Recognition

ADDENDUM

Revised May 2024

Claudia Kervin; additional 1-day vacation each calendar year

William Guilfoyle; additional 1.5-day vacation each calendar year

Note: This list represents employees eligible for long service pay as of December 31, 2002.

The Board agrees to red-circle the above-named employees at the benefit level received at the time of ratification of this Agreement.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

DocuSigned by:
Michelle Glabb
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DocuSigned by:
Lynn Demore-Pitre
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Signed by:
Stacey Lyppack
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DocuSigned by:
Melanie Shaye
D9F436587D28431...

FOR THE UNION (LOCAL 4720-01)

DocuSigned by:
Jacqueline Comeau
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Signed by:
Amy Gendron
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Signed by:
Jiso Pilot
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DocuSigned by:
Crystal Letourneau-Robillard
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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: Job Sharing – Permanent Full-Time Employees Only

The District of Nipissing Social Services Administration Board and CUPE Local 4720-1 agree to the introduction of job sharing within the Corporation. These work arrangements shall be governed in accordance with the terms detailed below. The parties agree to consult as required regarding the application and implementation of these provisions.

The parties agree that job sharing can occur where there is written agreement between the employees, in the same job classification, who wish to job share, the Board and the Union.

- (i) Each job-sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) half-time positions, as such the position shall continue to be identified as a full-time position
- (ii) Job sharing will be limited to one (1) bargaining unit position per job classification or supervisor unless otherwise agreed to by the parties.
- (iii) Employees shall commit to the job-sharing arrangement for a minimum of six (6) months.

Employees in a job-sharing arrangement shall maintain their full rights under the Collective Agreement except that entitlement to benefits shall be subject to a monthly premium co-payment of 50% through payroll deduction with the Employer contributing the remaining 50%. Benefits conferred under a job-sharing arrangement are at the discretion of the carrier and are not inclusive of all provided in Article 24 of this agreement.

Hours of work

Job sharing will be on the basis of equal sharing of the number of hours of work in a pay period for the position.

Leaves

All leave entitlements, except bereavement leave, shall be prorated to reflect the employee's weekly hours of work in relation to the normal full-time hours of work. Bereavement leave is not prorated, and employees remain entitled to the number of days as described in Article 20.02 factored by their daily hours of work.

OMERS

The Employer and employee contributions are reduced to reflect the modified earnings of the employee. All other pension conditions are in accordance with the OMERS rules.

Overtime

Overtime shall be defined as the hours worked before or after a normal work week of a comparable full-time employee.

Seniority

Employees will continue to accumulate full seniority without adjustments for the period of job sharing arrangement.

Service (vacation days and sick days)

Except as modified in this article, Employees will accumulate pro-rated service for the above benefits for the period of the job-sharing arrangement.

Union Dues

Union dues shall be paid on the same percentage basis as all other bargaining unit employees during the job-sharing period.

If one employee vacates the job-sharing arrangement for any reason, the remaining employee in the job-sharing arrangement has two options:

- (i) Fill the vacant space as a job-sharing position. In such a circumstance the vacancy shall be posted as a job-sharing position and filled in accordance with Article 11. If the position cannot be filled by this process, the Employer reserves the right to terminate the job-sharing arrangement with respect to the position(s). If the job-sharing arrangement is terminated, the remaining employee shall be required to assume the full-time responsibilities of the job in order to retain their original job status.
- (ii) Cancel the job-sharing arrangement and resume their former position.

The job-sharing arrangement may be terminated with one (1) month’s written notice at the request of either employee or at the discretion of the Employer.

When a job-sharing arrangement comes to the end of its term, incumbents who are members of the bargaining unit will return to their previous bargaining unit positions. If during the term of the job share one of the incumbent’s positions is made redundant or the junior incumbent has been displaced, the provisions of Article 10 will apply.

The Employer shall advise the Union on an ongoing basis of all Job Shares which have commenced or discontinued under the terms of this Agreement.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

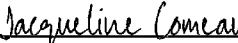
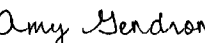

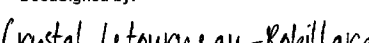
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FOR THE UNION (LOCAL 4720-01)

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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: Workload

The Employer and the Union acknowledge that the management of workload is a management responsibility, and that workload is a serious concern to bargaining unit employees. Further, the Employer and the Union recognize that workload can fluctuate from time to time based on client service demands. For this reason, workload issues will be a standing item on the Labour Management Committee agenda.

Workload complaints and/or concerns shall first be addressed with the employee's immediate Supervisor and/or Manager to give the Employer the opportunity to address and rectify the employee's complaint.

If the employee's complaint and/or concern remain unresolved, the employee can ask to have their complaint and/or concern addressed through the Labour Management Committee.

Any employee who makes a complaint and/or concern in writing shall have the right to attend the Labour Management Committee meeting where their complaint and/or concern will be heard. Such employees shall not lose regular earnings for time spent attending this Labour Management Committee meeting.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

DocuSigned by:
Michelle Glabik
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DocuSigned by:
Lynn Demore-Pitre
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Signed by:
Stacey Cypreck
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DocuSigned by:
Melanie Shaye
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FOR THE UNION (LOCAL 4720-01)

DocuSigned by:
Jacqueline Comeau
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Signed by:
Amy Bendron
5EC285136521442...

Signed by:
Lise Eliot
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DocuSigned by:
Crystal Letourneau-Robillard
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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: Compressed Workweek

The parties to the Collective Agreement agree to implement compressed workweek (CWW) scheduling during the term of the Collective Agreement for permanent full-time employees. The parties further agree that the implementation of CWW arrangements must be consistent with the Board's commitment to deliver quality service and to maintain internal service levels within and across departments. As such, the Employer reserves the right to amend the administration standards of CWW scheduling outlined herein as deemed necessary by operational requirements and/or client services. Should there be issues with the implementation or operation of the CWW, it is understood that either party may bring such issues to a Labour Management Committee meeting for discussion of both the issues and possible solutions. Failing a resolution of such issues at the Labour Management Committee, either party may opt out of this arrangement with sixty (60) calendar days' written notice. The Employer agrees to not arbitrarily withdraw the CWW agreement without reasonable business justification. The Employer shall detail the rationale to the Union for any change at the time of written notice.

Terms and conditions of this letter of understanding shall take effect upon ratification.

Compressed Workweek scheduling will occur within the following periods in each calendar year of the Collective Agreement:

SCHEDULING PERIOD

The parties agree to a twelve (12) month period established as follows:

- Period 1 The period commencing the first working Monday in January and ending last working Friday in June
- Period 2 The period commencing the first working Monday in September and ending last working Friday in November

The CWW schedule will be suspended in each year of the agreement during peak vacation times in July, August, and during Christmas holidays.

PARTICIPATION

The compressed workweek ("CWW") shall be made available to permanent full-time employees on or about January 1 of each calendar year and participation will continue on an entitlement basis.

Subject to operational requirements, employees with the permission of the Supervisor or designate may enter into a CWW arrangement. Where an employee and the Supervisor or designate agree to a CWW, they shall enter into the written agreement attached.

ADMINISTRATION CRITERIA

1. Employees shall work an additional 30 minutes per day on each working day in the cycle. After fourteen (14) consecutive days, the employee will receive a credit of seven (7) hours of compressed time and subject to operation requirements as outlines in points 3-19 below.
2. Scheduling of additional 30 minutes per day will be chosen by the participating employee, but subject to operational requirements. The additional 30 minutes will be either:
8:00 a.m.-8:30 a.m. OR 4:30 p.m.-5:00 p.m.
3. Compressed time off must be earned before it can be taken. Compressed time off credits will not be advanced to an employee. An employee must have their completed probation period in order to participate in CWW.
4. Scheduling of CWW days off shall be based on operational requirements, on a first come first serve basis, and by classification to maintain existing service levels.

Vacation requests will take priority over CWW requests unless the request for vacation is outside of the due dates outlined in the collective agreement, then all requests, CWW and vacation will be approved on a first come first serve basis.

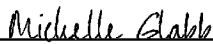
5. Compressed days earned in Period 1 must be taken in Period 1 of the CWW with the exception of the last compressed day earned in June, which may be carried over to Period 2 of the CWW and may be used after the first working Monday in September. The same applies to Period 2 of the CWW, with the exception of the last compressed day off earned, which may be carried over to the New Year and may be used after the first working Monday in January.
6. Compressed days off for Period 1 and 2 may be requested after January 1st of each year.
7. Compressed day requests will not be approved by supervisors until the hours are credited to the employees compressed time bank. Employees are to ensure they indicate which day the credit was earned when requesting time off.
8. Employees will be permitted to schedule compressed days off consecutively to a maximum of 2 days per one continuous block of time off per leave request. A continuous block of time is defined as being ended by a regular working day.
9. Compressed time may be used in hourly increments on or after a full compressed day is earned.

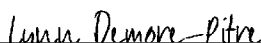
10. Employees will not be permitted to make retroactive conversions from vacation time to compressed time or vice versa.
11. Wherever possible, employees should provide 2 weeks' notice of scheduling compressed time off to ensure client service mandate and operational requirements are maintained and managed accordingly.
12. Subject to 4, 5, 6, 7, 8, 9 and 10 above, a CWW time off earned may be rescheduled and the new date of said CWW time off may be chosen by mutual consent between the employee and their direct supervisor.
13. When a statutory holiday falls within any cycle, the employee will be required to either make up the additional time during the lunch hour (limited to 30 mins) or attached to the commencement or conclusion of the employees shift on the next regularly scheduled working day. This time must be made up after the statutory holiday.
14. Participants will be required to send an e-mail to their Supervisor at the commencement of their compressed hours of work or at the conclusion of their compressed hours of work for monitoring purposes.
15. Participants may on written notice terminate this arrangement with five (5) working days' notice. Where an employee opts out, they will not be permitted to opt back in until the next calendar year of the agreement. Compressed time off earned to date of termination must be taken as paid time-off and is not subject to overtime provisions of Article 16.
16. Employees appointed to a permanent classification will be permitted to participate or join in during the term of this agreement at the beginning of the next regular scheduled CWW.
17. Sick leave, vacation, personal days, union business and any other leaves will be deducted in increments of 7.5 hours per day during the CWW cycle.
18. Employees will revert back to regular hours during other scheduled time off work such as leaves of absence, training and WSIB.
19. Employees will revert back to regular hours off cycle.

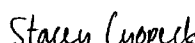
The Collective Agreement language will govern terms and conditions of employment not delineated above.

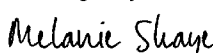
SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

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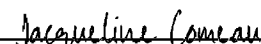
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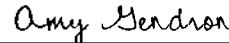
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FOR THE UNION (LOCAL 4720-01)

DocuSigned by:


 Signed by: D1734FD...
 DocuSigned by:


 Signed by: 3521442...
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EMPLOYER / EMPLOYEE AGREEMENT

I, _____, have read and understand the contents
(print name)
of Terms of Agreement for the Compressed Workweek:

I further understand that my Supervisor and I are to agree to the following criteria;

1. Compressed hours of work:

- 8:00 am– 4:30 pm
- 8:30 am – 5:00 pm

A compressed workweek arrangement has been reached between:

Employee Name: _____

Employee Signature: _____

Date: _____

- and -

Supervisor Name: _____

Supervisor Signature: _____

Date: _____

*Compressed Work Week Terms of Participation
Commencing – January 8th, 2018*

Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: "Student" Employees

The Board and the Union support the hiring of students during regular school vacation periods. This letter is in reference to those student positions which are created to supplement the regular bargaining unit staff during traditional school vacation periods.

Definition of Student:

A student is defined as an employee currently enrolled in a post-secondary educational institution, returning to an educational institution and who is on a regular school vacation. The rate of pay for a student will be defined under the student salary policy as defined by the Employer.

Collective Agreement:

The provisions of the Collective Agreement do not apply to students.

Work performed during or resulting from the hiring of students shall not result in layoff, demotion or displacement of any employee in the bargaining unit.

Both parties agree that students will be hired to assist the workforce of the Board and that relief employees shall be called in over students when determining work assignments.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

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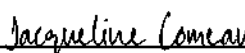
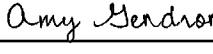
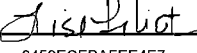

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FOR THE UNION (LOCAL 4720-01)

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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

**Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.**

RE: Hybrid

The parties to the Collective Agreement agree to temporarily adopt a hybrid model for employees currently working strictly in-office (as determined by the Business Model Policy), on a trial basis. It is understood that if it is evaluated to be successful, the model could continue to the expiration of the collective agreement.

Note, the Financial Benefits Administrator and the Employment Resource Centre Attendant positions are excluded.

The trial would run from the first working Monday in September 2024 to the last working Friday in June 2025 with blackout in July, August, and December. Hybrid work would be limited to 2 days/month.

The Employer commits to review in July 2025. If the Employer determines it is “functioning well”, the temporary hybrid arrangement would resume September 2025 for the duration of the collective agreement. Discussion of what constitutes “functioning well”, will be discussed at Labour Management. Ultimate determination of this is decided exclusively by the Employer.

- Employees in the trial must request the day they prefer to work remotely, through InfoHr. Requests must be submitted on a monthly basis, two (2) weeks in advance, and will be accommodated on a first come, first serve basis. Decisions on when they will be approved to work remotely must be subject to operational requirements.
- Remote days are not accumulated. If the two (2) days/month is not used, it is lost, unless cancellation is directed by the Supervisor.
- The Employer reserves the right to cancel the trial (providing thirty (30) business days notice) if significant operational impacts are determined. Advance notice would be provided of amendments.

Positions in Ontario Works cannot work remote days during probation and trial periods as defined under articles 11.10 and 3.01.

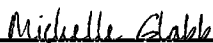
All other terms and conditions would be outlined in Employer Policies, which are subject to

change with advance notice to the Union.

Terms and conditions of this letter of understanding shall take effect in September 2024.


SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

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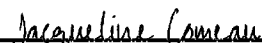
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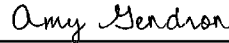
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FOR THE UNION (LOCAL 4720-01)

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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.

The parties agree to the following language of the collective agreement:

RE: Debrief

Where abusive/violent or traumatic incidents occur and upon request of an employee, the Employer agrees to communicate with, debrief and provide support within a reasonable timeframe not exceeding 72 hours.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

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Michelle Glabb
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Lynn Demore-Pitre
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Stacey Cypreck
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Letter of Understanding

Between

The District of Nipissing Social Services Administration Board

And

Canadian Union of Public Employees
and Its Local 4720-01, C.L.C.

RE: Deferred Salary Leave Plan

SECTION 1 – INTRODUCTION

The Deferred Salary Leave Plan (the Plan) provides employees with an opportunity to self-finance a deferred salary leave by authorizing the employer to set aside, over a limited period of time, a portion of the employees' salary prior to the deferred salary leave. The salary held by the employer is not subject to income tax until it is paid out to the employee during the Deferred Salary Leave.

The terms and conditions in this Plan must be followed in order to satisfy Income Tax Regulations which govern the operation of self-funded leave plans.

No amendment will be made to the Plan which will prejudice any tax ruling which is applicable to the Plan.

Approval for participation in a self-funded leave shall be subject to CAO approval and operational requirements. Eligible employees must make the request to begin the program in writing to the CAO at least three (3) months prior to the intended commencement date of the wage deferral.

SECTION 2 – DEFINITIONS

"Eligible Employee" means a permanent individual employed by the Board in accordance with the agreement between the Board and CUPE.

"Participant" means an Eligible Employee who has completed an application and whose application for participation in the Plan has been approved by the CAO.

"Deferred Salary Leave" means the period taken in accordance with the provisions of Section 5. At no time shall the Leave of Absence be less than six (6) consecutive months. The maximum leave possible is twelve months.

"Deferral Period" means the number of years over which a portion of the Participant's salary is deferred, including the years of delay as set out in Section 4, if applicable.

"Current Salary" means the base salary paid by the Board to the Participant for a given year, excluding overtime. Any salary adjustment that would have been made while the Participant is on leave will be applied upon the Participant returning to work.

"Deferred Salary" means the portion of Current Salary authorized by the Participant to be

retained by the Board on behalf of the Participant each year in accordance with Section 4.

"Adjusted Salary" means the Current Salary minus the Deferred Salary paid to the Participant during the Deferral Period.

"Leave Salary" means the salary received by the Participant during the Deferred Salary Leave.

SECTION 3 - FUNDING THE LEAVE OF ABSENCE

3.1 The Leave of Absence will be funded by the Participant's Deferred Salary.

3.2 During the Deferral Period, the amount of the Current Salary deferred by the Participant cannot exceed 20% in any calendar year.

3.3 The deferral period will not exceed four (4) years.

3.4 Deferral examples:

LENGTH OF DEFERRED LEAVE	DEFERRAL PERIOD AND ADJUSTED SALARY "x" Years @ Adjusted Salary	DEFERRED SALARY Current Salary - Adjusted Salary	LEAVE SALARY Per annum
6 months	4 years @ 90% pay	10%	80%
12 months	4 years @ 80% pay	20%	80%

For example: Calculation based on annual salary of \$50,000. Participant is taking 12 months leave. Adjusted Salary 4 years @ 80% would equal \$40,000. Deferred Salary per year would be \$10,000. The Leave Salary in year 5 would be \$40,000.

3.5 Payments to the Participant during the Deferred Salary Leave will be in equal amounts according to the Participant's regular pay schedule. All of the Deferred Salary will be paid to the Participant no later than the end of the first taxation year that commences after the end of the Deferral Period.

3.6 The deducted wages shall not be accessible to the employee until the year of the leave or upon withdrawal from the Plan.

3.7 While the Participant is enrolled in the Plan, any applicable group employee benefits computed with reference to salary will be calculated according to the Current Salary.

3.8 The Board will pay its share of applicable premiums for group employee benefits during the Deferral Period but not during the Deferred Salary Leave. Should an employee who is eligible to participate in the health and welfare plan, choose to do so, the employee shall be responsible for the full payment of any health and welfare benefit premiums in which the employee participates.

3.9 During the Deferral Period, contributions to the pension plan will be based on 100 percent of full salary. During the Deferred Salary Leave, staff members will have the option of continuing to participate in the pension plan. Should they choose to do so, the same conditions as a leave of absence without salary will apply.

SECTION 4 - TAKING THE DEFERRED LEAVE

4.1 The Deferred Salary Leave shall be structured so that a portion of wages are deducted over

four (4) years to receive a deferred salary in year five (5). See salary deferral illustration on page 2.

4.2 The Deferred Salary Leave shall be administered under and subject to the Income Tax Act and any regulations under that Act.

4.3 Accrual of vacation and sick leave credits during an unpaid leave period are addressed under their corresponding Articles 18.09 and 19.01. Seniority shall be retained during the first six (6) months of leave and the employee shall not accumulate any further seniority beyond this six (6) month period.

4.4 At the option of the CAO or the Participant, the Deferred Salary Leave may be delayed for up to one year due to unforeseen or extenuating circumstances. Notice of the delay must be given in writing to the CAO or Participant no later than three (3) months before the Deferred Salary Leave is scheduled to begin.

4.5 Subject to the provisions of 5.1 and 5.2, the Deferred Salary Leave shall commence immediately following the period of Deferral of Salary.

SECTION 5 - SUSPENDING PARTICIPATION IN THE PLAN

5.1 The Participant must notify the CAO in writing to take maternity or parental leave while they are on the Deferred Salary Leave. Upon receiving approval, the period of time requested for the maternity and/or parental leave may be taken during the Deferred Salary Leave. The absence from the workplace may then be extended by the length of the maternity and/or parental leave. During the maternity and/or parental leave the participant will have their Deferred Salary Leave payments suspended.

5.2 The participant, may on ONE occasion while they are participating in the Plan give three (3) months' notice to the CAO stating that they wish to suspend participation in the Plan for a period of up to twelve months. In this case, the Board will pay the Current Salary to the Participant as if they were not participating in the Plan for that period. The Deferred Salary shall continue to be held by the Board until the Participant withdraws from the Plan or takes the Deferred Salary Leave.

5.4 The Participant's participation in the Plan shall be re-instated beginning on the first of the month which immediately follows the period for which their participation had been suspended.

SECTION 6 - WITHDRAWING FROM THE PLAN

6.1 A Participant who ceases to be employed by the Board must withdraw from the Plan. Within thirty (30) days, the Board shall pay to the Participant the Deferred Salary.

6.2 In the case of unforeseen and extenuating circumstances, the Participant may withdraw from the Plan upon giving no less than three (3) months' notice of intent to do so prior to the date established for the Deferred Salary Leave. Within thirty (30) days of such withdrawal, the Board shall pay to the Participant the Deferred Salary.

6.3 In the event of the death of a Participant, the Board shall pay the Deferred Salary to the Participant's estate, subject to the Board receiving the necessary clearances and proofs normally required for payments to estates. Payment is to be made within thirty (30) days upon receipt of such clearances and proofs.

6.4 An employee that withdraws on more than one occasion may only participate in subsequent salary deferral plans at the sole discretion of the CAO.

SECTION 7 - RETURNING TO WORK FOLLOWING THE LEAVE OF ABSENCE

7.1 Following the Deferred Salary Leave, the Participant must be returned to the employee's former position. In the event the position is not available, the employee may exercise displacement rights that the employee would normally be entitled to elsewhere in this Agreement.

7.2 An employee must return for a period no less than the period of the leave under this provision.

7.3 A participant's enrolment in a subsequent salary deferral program after their return to work shall be at the sole discretion of the CAO.

7.4 If the participant's position is terminated during the Deferred Salary Leave, notice as per Article 10 in the collective agreement shall be provided.

SIGNED ELECTRONICALLY this 17 of September, 2024.

FOR THE EMPLOYER (DNSSAB)

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DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD

DEFERRED SALARY LEAVE PLAN

APPLICATION PROCESS

1. At least three (3) months' notice is required prior to the employee commencing the Plan.
2. Approval is required by the CAO and subject to operational requirements.
3. Human Resources is responsible for processing the appropriate documents required for the employee to commence on the Plan once approval is granted.

MEMORANDUM OF AGREEMENT

The undersigned have read and agree to the terms and conditions of the Deferred Salary Leave Plan.

The Deferral Period of the employee's enrolment in the Plan shall commence on _____ and terminate on _____. The employee's Deferred Salary Leave will commence on _____ and terminate on _____.

4. During the Deferral Period, the employee agrees to be paid at the rate of _____% of their annual salary.

5. During the Deferred Salary Leave, the employee agrees to be paid the deferred amount remaining, which shall be calculated in accordance with the terms and conditions of the Plan.

6. The employee agrees that during their Deferred Salary Leave they will be responsible for 100% of the premium costs associated with their participation in group benefits.

Participant/Date

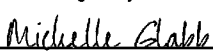
CAO / Date

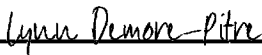
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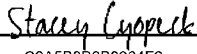
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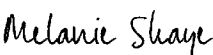
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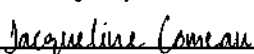
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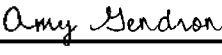
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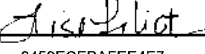
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