

# **COLLECTIVE AGREEMENT**

**between**

nelson house

**NELSON HOUSE**

**and**



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 3851**

**April 1, 2024, to March 31, 2027**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** It is the purpose of both parties to this Agreement to maintain and improve harmonious relations and to settle conditions of employment between the Employer and the Union, to recognize the mutual value of joint discussions in matters pertaining to working conditions, employment, service and other matters mutually agreed to and to promote the morale, well-being and cooperation of all employees in the bargaining unit.

Nelson House is committed to the belief that each individual is entitled to employment opportunities which do not discriminate.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** The Union agrees and acknowledges that the Employer has the exclusive right to manage Nelson House and to exercise such right without restriction save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

- a) to determine qualifications, classify, transfer, hire, direct, promote, demote, lay-off, discipline, and discharge for just cause, and to increase, decrease or transfer the working force in accordance with the provisions of this Agreement;
- b) to determine the facilities and equipment required, the scheduling of the work and the expansion, reduction or cessation of operations; and
- c) to determine reasonable rules and regulations affecting its employees and to advise in writing all employees of such rules and regulations.

**2.02** It is agreed that none of the foregoing shall be exercised in a manner that is inconsistent with the express provisions of this Agreement.

**2.03** The Employer undertakes to exercise its above mentioned management rights in a fair and reasonable manner.

## **ARTICLE 3 – RECOGNITION**

### **3.01 Composition of Bargaining Unit**

Nelson House of Ottawa-Carleton (the Employer) recognizes the Canadian Union of Public Employees, and its Local 3851 (the Union), as the bargaining agent of all of its employees in the Regional Municipality of Ottawa-Carleton save and except the Administrative Assistant, Fundraising/Volunteer Co-ordinator, managers and persons above the rank of manager, Executive Director and persons above the rank of Executive Director. Should funding become available in the future for the newly created role of Fundraising/Volunteer Co-ordinator, the Parties may negotiate inclusion into the bargaining unit.

### **3.02 Work of the Bargaining Unit**

Persons not in the bargaining unit shall not normally do the work which is done by the workers in the bargaining unit, except for the purpose of instruction, training, or in emergencies when regular staff are not available.

### **3.03 No Other Agreements**

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

### **3.04 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have such access to the Employer's premises as is necessary for the administration of this Agreement, upon arranging for the same in advance with the Employer, and provided this does not interfere with the efficient operation of the House.

### **3.05 Mandatory Union Membership**

As a condition of employment, subsequent to hiring, all employees shall become and remain members in good standing of the Union. It is understood that the Employer shall not be required to discharge or otherwise adversely affect the employment rights or status of an employee because they have been expelled or suspended from the Union.

### **3.06 Definitions**

#### **a) Employer**

Nelson House of Ottawa-Carleton is understood to be the Employer mentioned in this Collective Agreement.

#### **b) Union**

Canadian Union of Public Employees and its Local 3851.

#### **c) Permanent Full-time Employee**

A permanent full-time employee is one who meets all of the following conditions:

- (i) is regularly scheduled to work thirty-two (32) hours per week or one hundred and twenty-eight (128) hours per four week rotation including established paid meal breaks;
- (ii) occupies a position designated as a permanent position (i.e. which is intended to last indefinitely);
- (iii) has successfully completed the required probationary period.

A Permanent Full-Time Crisis Shelter Worker employee shall be eligible to be on the relief list and to work casual relief hours providing such hours can be accommodated with the regular shift rotation and subject to article 15.02 of the Collective Agreement.

A Permanent Children's Program Coordinator employee shall be eligible to be on the Children's Support and Advocacy Worker relief list and to work casual relief hours provided such hours can be accommodated with the regular shift rotation and subject to article 15.02 of the Collective Agreement.

#### **d) Permanent Part-time Employee**

A permanent part-time employee is one who meets all of the following conditions:

- (i) is regularly scheduled to work less than thirty-two (32) hours per week including established paid meal breaks;
- (ii) occupies a position designated as a permanent position (i.e. which is intended to last indefinitely);

- (iii) has successfully completed the required probationary period.

A permanent part-time crisis Shelter Worker employee shall be eligible to be on the relief list and to work casual relief hours providing such hours can be accommodated with the regular shift rotation and subject to Article 15.02.

A permanent part-time Children's Program Coordinator employee shall be eligible to be on the Children's Program Coordinator relief list and to work casual relief hours providing such hours can be accommodated with the regular shift rotation.

e) **Casual Relief Employee**

A Casual Relief employee is one who works to replace permanent employees or to accommodate short term increases in work requirements.

- f) An employee on a leave replacement, replacing a permanent employee during an anticipated leave to be longer than three (3) months shall be entitled to: vacation leave, sick leave, compassionate leave and bereavement leave as if they were a permanent employee.

g) **Spouse/Dependent**

- (i) Spousal/partner status shall be understood to arise from marital relationships, common-law relationships which meet the requirements of the *Family Law Act*, as may be amended from time to time concerning length of cohabitation and same sex relationships with equal length cohabitation;
- (ii) Dependency will arise where there are children who are the biological or adoptive children of an employee and a cohabiting partner or where there are children of the spouse of an employee as defined in (i) above;
- (iii) The same sex spousal relationships as defined in (i) above shall be understood to give rise to all the same consequential relationships as opposite sex spousal relationships, as defined in (i) above.

**3.07 Contracting Out**

The Employer agrees that it will not contract out any work of the bargaining unit.

The Employer agrees not to participate in the Ontario Works Program.

### **3.08 Volunteers**

Volunteers may from time to time assist the members of the bargaining unit in the performance of their duties as identified in the attached job descriptions. Volunteers shall not be asked or required to perform the full range of duties performed by a member of the bargaining unit. The Employer shall ensure that volunteers be under the direct supervision of a member of the bargaining unit. Volunteers shall not be used to the extent that it could result in a layoff or a reduction in the regular scheduled hours of work of any employee in the bargaining unit.

## **ARTICLE 4 – LABOUR PRACTICES, HUMAN RIGHTS, OCCUPATIONAL HEALTH AND SAFETY, EMPLOYMENT EQUITY**

### **4.01 Fair Labour Practices**

The Employer and the Union agree that there will be no intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership activities on behalf of the Union.

### **4.02 Human Rights**

The parties agree to abide by the provisions of the *Ontario Human Rights Code*, as may be amended from time to time.

### **4.03 Anti-Harassment & Discrimination**

Nelson House is committed to providing an environment that is free from harassment and discrimination based on race, colour, ancestry, creed (religion), place of origin, ethnic origin, citizenship, sex (including pregnancy, gender identity, gender expression), sexual orientation, age marital status, family status, disability and/or receipt of public assistance. These are the protected grounds under the *Human Rights Code*.

#### **a) Workplace Harassment - Definition**

The *Ontario Human Rights Code* states that harassment is a form of unlawful discrimination, "vexatious (annoying) comment or conduct that is known or ought reasonably to be known to be unwelcome".

In addition to the above grounds, under the *Occupational Health and Safety Act*, harassment and discrimination are also prohibited on other personal characteristics or circumstances that are clearly unrelated to a person's ability to do a job (personal harassment).

Harassment may result from one incident or a series of incidents. It may be directed at specific individuals or groups but may also include comments or conduct, which create an environment that is hostile, intimidating or offensive.

For the purpose of the Article, harassment is defined under two headings: sexual harassment and personal harassment;

i) **Sexual Harassment**

Sexual Harassment is deliberate or repeated unsolicited verbal comments, questions, representations or physical contact of a sexual nature, that are unwelcome to the recipient, and can be attributed to both males and females.

Sexual Harassment includes any persistent comment, gesture or contact of a sexual nature which has the purpose, or the effect of creating an intimidating, humiliating or uncomfortable work environment; any implied or expressed condition or promise for complying with a sexually oriented request; any implied or expressed threat of reprisal by a person in a position to confer, grant or deny a benefit or advancement for refusal to comply with a sexually oriented request.

Sexual Harassment shall be considered to have taken place where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.

Acceptable, social banter may not be construed as sexual harassment. However, individual tolerance of such behaviour varies among employees. Accordingly, good judgement must be exercised.

ii) **Personal Harassment**

Personal harassment is unwarranted behaviour by an individual directed towards another individual who perceives it to be objectively offensive. This behaviour may impair an individual's job performance, or may unjustly threaten the economic livelihood of the person. It may involve the misuse of authority or position to undermine, sabotage or otherwise improperly interfere with the career of an individual.

It can also include offensive or discriminating behaviour directed towards an individual on the basis of any of the prohibited grounds outlined in the Ontario Human Rights. These include race, colour, ethnic origin, ancestry citizenship, creed, religion, place of origin, sex (including pregnancy,

gender identity, gender expression), age, sexual orientation, disability and/or receipt of public assistance, marital status and family status.

Managers' proper exercise of the responsibilities related to job activities, including criticism of work relative to on-going performance, does not constitute harassment.

b) The Nelson House workplace includes all locations where Nelson House business activities are conducted, for example:

- at the shelter
- at any offices which are sponsored by Nelson House as outreach sites
- outside the shelter
- at shelter-related functions
- in the course of work assignments outside the shelter
- at work-related conferences, training sessions or retreats
- during work related travel
- over the telephone
- Virtually

c) **Examples of Harassment**

Harassment includes but is not limited to the following examples:

- racial or ethnic slurs
- written or verbal abuse or threats
- physical or sexual assault
- unwelcome sexual remarks, invitations or requests
- unwelcome remarks, jokes, taunts, suggestions about a person's body, attire, age, marital status, health, ethnic or racial origin, religion, sexual orientation, etc.

- displays of pornographic, sexist, racist or other offensive or derogatory material (e.g. graffiti or pictures contrary to Nelson House's values and ethics)
- leering (suggestive staring) or other offensive gestures
- unnecessary physical contact
- vandalism of personal property
- abuse of authority which undermines performance or threatens career

d) **Response to Harassment & Discrimination**

An employee who is determined to be guilty of harassment and/or discrimination following an investigative procedure may be subject to discipline up to and including discharge.

e) **Nelson House's Responsibilities in Cases of Harassment or Discrimination**

Nelson House is obligated to protect its staff, volunteers and clients from harassment.

Any complaints of discrimination or harassment should be brought to the attention of the Executive Director in a timely manner, preferably in writing. Where complaints involve management, they should be brought to the attention of the Chair of the Board of Directors.

Where appropriate, the parties involved will be offered the opportunity to engage in a facilitated discussion in an attempt to resolve this matter.

If either party declines the offer, or if a resolution is not reached, Nelson House will investigate the complaint and complete such an investigation as expeditiously and discretely as possible. Upon mutual agreement, the parties may acquire the services of a third-party investigator paid for by the Employer.

Nelson House will provide information and support to employees who are subjected to harassment or discrimination and take steps to prevent it from occurring again.

f) **Complaint Procedure**

Harassment and Discrimination of any employee may be subject of a grievance using the procedures set out in Article 9.04.

A grievance involving a harassment or discrimination complaint shall be dealt with at the final step of the grievance procedure.

**4.04 Employment Equity**

a) **Employment Equity Mission Statement**

Nelson House recognizes:

That societal oppression is systemic and is maintained and manifested within relationships between individuals and groups; this prevents certain marginalized groups from fully participating within society.

The links between woman abuse and other forms of oppression experienced by women and children; and how multiple oppression further impacts the way women are treated by our health, legal, law enforcement, regulatory and social welfare systems.

Furthermore, Nelson House acknowledges that as a result of societal oppression, diverse groups of women have been prevented from participating and/or do not feel welcome to participate in many women's organizations.

In accordance with values of social justice and accountability to the community, Nelson House is committed to providing services which reflect and support the demographics of its catchment area.

Nelson House staff must be representative of community diversity; and have the sensitivity necessary in order to work effectively with diverse groups.

b) **Promotion of Employment Equity**

Nelson House shall promote employment equity through the following actions:

- hiring women from traditionally excluded groups;
- recruiting women from traditionally excluded groups as volunteers (including Board members);

- providing training to Nelson House employees which will sensitize and educate employees in regards to identifying and confronting their own bias and the bias of others;
- ensuring the location (the shelter and outside meeting space where possible) is physically accessible and has a welcoming decor;
- the dissemination of material that reflect the diversity of the catchment area (e.g. diverse languages, issues);
- active networking and information sharing with local organizations whose services are aimed towards traditionally excluded groups;
- implementation of anti-harassment policies, with the intent of protecting Nelson House members from abusive treatment;
- promotion of the commitment of Nelson House to diversity within the catchment area;
- the parties agree to work together to identify and remove systemic barriers that stand in the way of employment equity.

Traditionally excluded/oppressed groups include but may not be limited to: racialized women, persons with disabilities, Indigenous people, immigrants and refugees, LGBTQ2IA, women who have been in conflict with the law, seniors, Francophones, and people with low-income.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 Check-Off Payments**

The Employer shall deduct from every employee any dues or assessments levied by the Union on its members.

### **5.02 Deductions**

Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names compiled by the Employer, addresses and classifications of employees from whose wages the deductions have been made, the amount deducted from each employee and their hours of work for the period.

**5.03** The Union agrees to indemnify and save the Employer harmless against any claims that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

## **ARTICLE 6 – ORIENTATION**

### **6.01 Offer of Employment and Orientation**

a) Upon the hiring of a new employee, they will be provided with a written confirmation of the terms of their employment. These terms shall include but not be limited to:

- start date
- hours of work
- classification
- benefits
- hourly rate of pay

The Union shall be given a copy of this letter.

b) The orientation of a new employee shall be completed within thirty (30) days from the first day of employment.

### **6.02 New Employees/Union Agreement**

The Employer 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.

A representative of the Union shall be given an opportunity to meet with new employee within regular working hours for a maximum of sixty (60) minutes to acquaint the new employee with the Union.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the parties arising out of this Agreement shall pass to and from the Employer's designate and the President of the Union, or the C.U.P.E. National Representative, with a copy to the President of the Union.

## **7.02 Board of Directors**

- a) Local 3851 shall be provided with a list of the names of the Board members and its executive following each AGM and will be notified of any changes thereafter. Communications with Board members shall be directed to Nelson House.
- b) The Employer shall make available in the workplace a binder with approved minutes of all Board meetings. The Staff Representative to the Board Meetings will keep this binder up to date, by inserting the approved meeting minutes received from the recording secretary.

## **ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE**

- 8.01** It is agreed that a Joint Committee will be established with up to two (2) representatives from each of the Union and the Employer, in equal numbers, which shall meet as required but in any event not less than on a quarterly basis, at a mutually convenient time and date. This Committee shall discuss general issues relating to the workplace.

Members of the Union shall be paid their regular straight time hourly wage for all hours spent attending a Labour/Management Committee meeting by the Employer. The Union will be invoiced for such payment of wages for only one (1) of the two Union Representatives and shall be responsible to reimburse the employer's cost.

Items to be discussed should, when possible and practicable, be placed on the agenda ahead of the meeting so that the members of the committee have a chance to gather up the information that will be required for the meeting.

The Terms of Reference of the Labour-Management Committee are hereby adopted by the parties and are attached as Schedule "B" to the Collective Agreement.

## **8.02 Collective Bargaining**

### **a) Representatives**

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

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

**b) Bargaining Committee**

The Bargaining Committee shall consist of up to two (2) members of the Union, and the CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

**c) Meeting of Committee**

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

**d) Time Off for Collective Bargaining**

No employee who is a member of the Union's Bargaining Committee shall be denied time off for the purpose of negotiations. No member of the Union shall suffer a loss of regular salary or wages or benefits as provided for in the collective agreement as a result of time spent in negotiations, and for time spent for the purposes of preparing for negotiations. The Union will be invoiced for such payment of wages and shall be responsible to reimburse the Employer's cost. The employer agrees to pay the regular salary, and or wages and benefits for two (2) Union Representatives for a maximum of two (2), eight (8) hour days.

**8.03** The Local Union bargaining committee shall be accompanied by the CUPE National Representative when negotiating with the Employer.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

**9.01 Recognition of Union Stewards and Grievance Committee**

There shall be two (2) Union Stewards for the bargaining unit. The Union Steward shall be entitled to represent any employee at grievance procedure meetings. The Steward may assist any employee who the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.

**9.02 Name of Steward**

The Union shall notify the Employer in writing of the name of the Stewards before the Employer shall be required to recognize same.

**9.03 Grievance Committee**

The Grievance Committee shall be composed of the President of the Local Union and the Steward directly involved with the grievance and grievor(s).

**9.04 Grievance Procedure**

**a) Definition**

A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

**b) Steps of the Grievance Procedure**

**Complaint**

If possible, issues will be resolved verbally between the employee and/or Union and the Executive Director/designate within twelve (12) calendar days of becoming aware of the issue giving rise to the complaint. An employee may choose to be accompanied by a Union Representative.

**Step 1:** If the complaint is not resolved, a grievance may be submitted in writing, by the Union, to the Executive Director/designate within twelve (12) calendar days of the Employer's response from the meeting at the complaint step. The Executive Director/designate will respond in writing within seven (7) calendar days.

**Step 2:** Failing settlement at Step 1 the grievance may be submitted in writing within seven (7) calendar days to the representative of the Board Committee/designate. A meeting between the grievance committee, Executive Director/designate and the representative of the Board Committee/designate to discuss the grievance shall be held within seven (7) calendar days of the submission.

The representative of the Executive Committee/designate shall respond in writing within seven (7) calendar days of the meeting.

**Step 3:** Failing settlement at Step 2, the Union may refer the matter to arbitration within forty-five (45) calendar days of receipt of the representative of the Executive Committee's response.

**c) Replies in Writing**

Replies to grievances stating reasons shall be in writing at all steps.

d) **Commencement at Step 2**

Union policy grievances and dismissal/suspension grievances may be initiated at Step 2 of the Grievance Procedure.

e) **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing, signed by each employee who is grieving to the Executive Director/designate within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance. The group of grieving employees shall be represented at the grievance meeting by the President and or steward/designate of the Union.

f) **Agreements of the Parties**

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and its members and shall be in writing.

**9.05 Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 3 above, the parties may upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

**ARTICLE 10 – ARBITRATION**

**10.01** The parties agree that grievances not resolved through the grievance procedure will be submitted to a single arbitrator. If the parties agree, they shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

The arbitrator shall not have any power to add to, subtract from, alter, modify or amend in any way any part of this Agreement nor to consider

any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement. However, the Arbitrator/Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

The parties will share equally the fees and expenses of arbitration.

**10.02 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's/Board's decision, either party may apply to the Arbitrator/Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision within fourteen (14) days of receipt of the arbitral award.

**10.03 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent of the parties in writing which will not be unreasonably denied. The time limits in this Agreement are not mandatory, but the parties will make every reasonable effort to respect these, and will commit to communicating decisions in a timely manner.

**10.04 Attendance at Grievance and Arbitration Procedure**

The grievor and/or Union Steward or the Union President shall suffer no loss of pay as a result of a discussion under the complaint procedure or a meeting under the grievance/arbitration procedures. It is agreed that this provision does not authorize preparing for complaint, grievance or arbitration proceedings during working hours.

**ARTICLE 11 – ADVERSE REPORTS AND PERSONNEL FILES**

**11.01** An employee may be accompanied by a steward when formal discipline is imposed and during the grievance procedure. Employees shall be advised by the Employer of their right to union representation should they wish to have a union steward present for the meeting. The Union shall be immediately advised of any disciplinary action taken by the Employer affecting bargaining unit members.

**11.02 Disciplinary Procedures**

Whenever appropriate, levels of discipline shall be progressive but in any event, all discipline shall be for just cause.

### **11.03 Complaints**

Any concern about an employee's work performance must be processed within a reasonable time of coming to the attention of the Executive Director/designate. Written or personal notification must be given to the employee within a reasonable time of the concern coming to the attention of the Executive Director/designate. Such notices will be signed and dated by the Executive Director/designate and the employee. Such a signature will indicate only that the employee has seen the document and not necessarily that they agree with it. Refusal to sign will be documented by the Executive Director/designate. The Employee will have the opportunity to discuss any concerns that are brought forward.

In the case where a written concern is brought forward to the Executive Director/designate from outside the organization, this will be brought forward to the employee for discussion.

### **11.04 Personnel Record**

#### **a) Contents**

Employees may submit to the Executive Director/designate items such as certification of training, courses, workshops and letters of commendation to be added to their file at any time.

#### **b) Confidentiality**

Personnel records will be kept confidential and no information shall be released to any unauthorized person except as required by law.

#### **c) Access**

The employee's personnel file shall, upon written request, be made available to the employee in the presence of the Executive Director/designate as soon as reasonably possible within seventy-two (72) hours. A mutually agreeable time will be determined for access to the file.

No person shall remove, alter or add anything to this file without the written approval of the Executive Director/designate. The employee shall be notified, in writing, of any document that is removed, altered or added to their personnel file.

#### **d) Employee Response**

An employee has the right to write a response to any documentation placed in their personnel file which will become part of their file.

e) **Copies of Documents**

An employee may receive a copy of any document which is a part of their personnel file if written request is made to the Executive Director/designate. Such a copy will be provided to the employee, by the Executive Director/ designate as soon as reasonably possible within five (5) calendar days.

**11.05 Clearing of Personnel Record**

An employee may receive a copy of any document which is a part of their personnel file if a written request is made to the Executive Director. A copy of the document requested will be provided to the employee, in the presence of the Executive Director or designate, as soon as reasonably possible within five (5) calendar days.

Any discipline placed on an Employee's Personnel Record will be removed after a period of twenty-four (24) discipline free months, and once removed shall not be considered in connection with any disciplinary action or promotional opportunity. The Parties agree that all disciplinary action with regard to resident abuse, subject to the determination and outcome of Article 10 Arbitration, will remain on the Employee's Personnel Record permanently.

**ARTICLE 12 – SENIORITY**

**12.01 Seniority Defined**

a) Seniority for full-time employees is defined as the length of service in the bargaining unit from the date of last hire. For regular part-time employees or casual relief employees, seniority shall be calculated on the basis of hours paid, from date of last hire, excluding overtime. 1742 hours paid shall represent one (1) year of service. A regular part-time employee or casual relief employee shall not accumulate in excess of one (1) year of seniority in any calendar year. Except as otherwise provided in the Agreement, seniority shall operate on a bargaining unit wide basis.

Employees who change status from part-time or casual relief to full-time or from full-time to part-time or casual relief shall not lose any seniority previously accumulated.

b) Seniority as calculated above shall be used for all purposes and application of this Collective Agreement save and except for opportunities for casual work which shall be offered by seniority based on date of hire (subject to section 15.02 (b) scheduling).

**12.02 Purposes of Seniority**

- a) Opportunities for Casual work
- b) Promotion and Transfer
- c) Layoff and Recall

**12.03 Seniority Lists**

The Employer shall maintain a seniority list of all employees. A copy of this list will be supplied to the Union two (2) times per year, by January 15<sup>th</sup> and July 15<sup>th</sup>. If there are no objections to the accuracy of the list raised within thirty (30) calendar days from the date the list was provided to the union, it shall be accepted as correct for all purposes. When there is a job posting, the Employer will provide an up to date seniority list.

The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, casual), and if the employee is on a leave of absence, the nature of the leave.

**12.04 Loss of Seniority**

An employee shall lose accumulated seniority in the event:

- a) of discharge for just cause where there is no reinstatement;
- b) they resign in writing and does not withdraw within two (2) days;
- c) they fail to return to work within seven (7) calendar days after being recalled to work and after receiving notice by registered mail to do so, unless they are unable to do so through sickness or matters beyond the control of the employee;
- d) is laid off for twenty-four (24) calendar months and is not recalled.
- e) the employee fails to work and/or fails to submit any availability at the beginning of each scheduling block (3 month scheduling block), except in the case of an approved absence including but not limited to vacation, sick leave, long term disability, pregnancy/parental leave, or W.S.I.B. leave.

## **12.05 Probationary Period**

- a) A newly hired permanent full-time or part-time employee will have a six (6) month probationary period. A written evaluation will be provided by the Executive Director/designate prior to the end of the first three (3) months which will either confirm the continuation of probation or terminate employment.
- b) A casual relief employee will have a probationary period equivalent to three hundred and fifty (350) hours worked. The probationary period shall never exceed one (1) calendar year. A written evaluation will be provided by the Executive Director/designate after one hundred (100) hours worked which will either confirm the continuation of probation or terminate the employment.
- c) An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability and will be provided their entitlements under the Employment Standards Act, if any.
- d) Just prior to the conclusion of the probationary period, an evaluation will be conducted with the employee by the Executive Director/designate.

## **ARTICLE 13 – PROMOTION AND STAFF CHANGES**

### **13.01 Job Postings**

Where a permanent vacancy or temporary vacancy of three (3) months or more occurs within in the bargaining unit, or where a new position within the bargaining unit is established by the Employer, such vacancy shall be posted on the bulletin board for a period of ten (10) calendar days. The Employer shall also notify all employees by e-mail of all vacancies.

A temporary vacancy of less than three (3) months does not have to be posted, however, the Employer shall inform the Union of any such vacancy, and the Union shall inform the members of the bargaining unit. Interested employees shall contact the Executive Director/designate within 48 hours.

### **13.02 Information in Postings**

Such notice shall contain the following information: job description, required qualifications, weekly and daily hours of work and wage rate. "Required qualifications" referred to above includes ability, skill, experience and knowledge.

### **13.03 Outside Advertising**

Outside advertisement for any vacancy can occur at the same time as the internal posting procedure is taking place. Applications received from members of the bargaining unit shall be fully processed before the processing of other applications.

### **13.04 Role of Seniority in Promotions, Transfers and Staff Changes**

- a) Both parties recognize:
- i) the principle of promotion within the service of the Employer;
  - ii) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes within the bargaining unit, transfers or promotions, including filling temporary vacancies of any length, appointment shall be made of the applicant with the greatest seniority as indicated on the seniority list prepared in accordance with Article 12.03 and having the required qualifications in accordance with Article 13.02.

- b) Temporary positions may last no longer than one (1) year without prior approval from the Union. Temporary positions that have not been posted may not be extended beyond three (3) months without prior approval from the Union.
- c) Permanent employees filling temporary/relief positions shall maintain their permanent status.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 13.02.

### **13.05 Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to their previous position in the bargaining unit for up to one (1) year from the date they accepted work with the Employer outside the bargaining unit. Should the employee not return to a position in the bargaining unit, they will at the end of the one (1) year period, lose all their seniority in the bargaining unit. The one (1) year period may be extended by mutual agreement between the parties but shall never exceed eighteen (18) months in duration.

**13.06 Trial Period for Promotion or Transfer**

The successful applicant shall be notified within (2) two weeks following the end of the posting period. They shall be given a trial period of four (4) months, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

**ARTICLE 14 – LAY-OFFS AND RECALLS**

**14.01 Definition of Lay-off**

A lay-off shall be defined as a reduction in the workforce, an elimination of a position, or a reduction in the permanent hours of work as defined in this Agreement.

**14.02 Role of Seniority in Lay-offs**

Both parties recognize that job security shall increase in proportion to seniority as defined in Article 12.01. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their bargaining-unit-wide seniority, provided that the remaining employees have the required qualifications to do the work available. An employee about to be laid off may bump a less senior employee, provided that the employee exercising the right is qualified to perform the work of the less senior employee. An employee so bumped shall be given notice of lay-off in accordance with Article 14.03.

**14.03 Lay-off Procedure**

- a) In the event of a proposed lay-off, the Employer shall provide affected employees and the Union with no less than thirty (30) days written notice of the proposed lay-off. The Employer may also choose to provide an employee with 30 days' pay and benefits in lieu of notice or some combination of notice and pay and benefits in lieu of notice.

- b) In the event of a proposed lay-off, the Employer shall meet with the Union as soon as possible to review the following:
  - i) The reasons causing the proposed lay-off;
  - ii) Alternatives or solutions to the lay-off decision;
  - iii) The services, if any, the Employer will provide to its residents after the proposed lay-off;
  - iv) The method of implementation of the lay-off including areas of funding cutbacks, the Employees to be laid off, and lay-off procedures.
- c) Upon lay-off, an Employee will be placed on the recall list for a period not exceeding twenty-four (24) calendar months.
- d) An Employee who is laid off will be offered work in order of seniority, where available, in a temporary or casual relief position, without losing their right to recall to a permanent position, provided that they have the required qualifications to do the work available. Employees on the recall list have all rights as an employee under this Collective Agreement, including the right to apply for posted jobs within the bargaining unit as an internal candidate.
- e) A laid off employee who is not recalled and whose employment is terminated shall have an entitlement to one week of termination pay and benefits per year of service, up to a maximum of eight, consistent with the entitlements set out in the *Employment Standards Act*. Employees with less than one year of service will be provided at least one week of pay and benefits. Aside from outstanding wages and vacation, this shall constitute the employee's full entitlement in connection with the termination of their employment.

**14.04 Recall Procedure**

Employees shall be recalled in the reverse order of lay-off, according to seniority as defined in Article 12.01, provided that the Employee has the required qualifications to do the available work.

**14.05 No New Employees**

New employees shall not be hired until laid-off employees who have the required qualifications to do the work available have been given the opportunity of recall.

## **ARTICLE 15 – HOURS OF WORK**

### **15.01 Weekly Hours**

Due to a reduction in meeting hours every month, Full-Time employees will be eligible to take relief shifts, provided that:

- a) their working hours do not exceed 80 hours over every two week pay period unless authorized by the Executive Director;
- b) their working hours are consistent with Article 15.02

### **15.02 Shift Schedules**

- a) Employees will be scheduled to cover day, evening and night shifts as well as weekends as per the schedule agreed upon through Labour Management Committee. Whenever possible, the parties shall mutually agree on the shift schedule which will ensure at least eleven (11) hours rest between shifts except for staff and resident meetings. Changes to the schedule will not be unreasonably denied.
  - i) any employee who is called in between the hours of 10:00 pm and 8:00 am on an emergency basis will be paid 50% of their taxi costs if approval of the expenses is obtained from the Employer.
  - ii) no shift shall be less than three (3) hours long for all employees;
  - iii) staff are to notify the Executive Director/designate when they are unable to work scheduled shifts and staff meetings and when they are switching shifts. This may be done by phone, cellular phone text, or electronic mail.
  - iv) Employees who work overnight shifts are required to stay awake for the duration of the shift and are expected to be accessible to residents.

### **b) Scheduling**

Staff will indicate their availability in writing to the Program Manager by the 1<sup>st</sup> of the month prior to commencement of the next quarter;

A complete quarterly schedule shall be posted two (2) weeks prior to the commencement of the next quarter;

- (i) Relief shifts that are known in advance of the schedule being posted shall be offered on the following basis:

- a) Shifts will be allocated by determining the total number of shifts available each quarter divided by the number of relief workers, starting with the most senior on a rotating basis;
  - b) If the number of available shifts are not sufficient to offer at least one (1) shift to each worker, the scheduling for the next quarterly period would begin where the previous offer had been accepted.
- (ii) For scheduling purposes, Resident and Staff meeting coverage will be considered as one-half (½) shifts;
  - (iii) Employees must work at least twelve (12) front line shifts per year in order to remain on the front-line relief list.

**15.03 Shift Change**

A fifteen (15) minutes paid shift exchange will be built into the schedule. In the interest of the safety and security of both residents and staff, it is expected that staff will pass on any pertinent information to incoming staff. To facilitate the exchange of information from one shift to another, written documentation in files and in the log book will be provided.

**15.04 Rest Periods**

The Employer will provide two (2) paid rest periods of fifteen (15) minutes each per full working day and an additional fifteen (15) minutes for every four (4) hours, or part thereof, in excess of eight (8) paid hours.

**15.05 Meal Breaks**

Employees shall be permitted to take a paid meal period of thirty (30) minutes if they are required by the Employer to remain on the premises or available to meet client needs. Employees who are not required to remain available to meet client needs during their meal period shall be entitled to take a sixty (60) minutes meal break of which thirty (30) minutes is paid.

**15.06 Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours. If work is available and the employee chooses to leave work early the employee will only be paid for the hours that they worked.

This provision does not apply if the employee is given a minimum of forty-eight (48) hours' notice of shift cancellation.

**15.07 Standby and call-out**

An employee who is considered to be on call shall be paid a standby premium equivalent to:

- a) two (2) hours of their hourly rate for the period from Monday to Thursday inclusive 4:00 p.m. to 9:00 a.m;
- b) three (3) hours of their hourly rate for the period from Friday 4:00 p.m. to Monday 9:00 a.m. inclusive;
- c) one and one-half (1½) hours of their hourly rate per statutory holiday.

In the event that an employee is required to come into work, the employee will be paid a minimum of three (3) hours pay at their regular rate of pay or overtime rate as applicable, in accordance with the qualifying conditions in Article 16.01 (Overtime) or the employee may request to be paid in lieu time in accordance with Article 16.04.

**15.08 Staff Meetings**

Staff meetings are considered an important part of working as a team and all permanent full and part-time employees are expected to attend such meetings. Staff meetings will be scheduled every other week and shall be considered time worked and paid accordingly.

**15.09 Casual**

All relief workers must advise the Executive Director/designate in writing of their availability for work. If there are changes to their availability, it is the sole responsibility of relief workers to advise the Executive Director/designate in writing.

Relief workers are required to submit their availability over a one (1) month period. This submission will be considered standing availability for scheduling unless the staff person submits new availability or leave application.

**ARTICLE 16 – OVERTIME**

**16.01** All hours worked in excess of 80 hrs bi-weekly and authorized by the Executive Director shall be considered overtime.

**16.02** Overtime work shall be paid for at the rate of time and one-half (1½) the regular rate.

However, if overtime is worked as a result of employees exchanging shifts, time so worked will be paid for at the regular rate.

**16.03** All overtime shall be on a voluntary basis save and except in cases of emergency.

**16.04** With the mutual consent of the Employer and the employee, in lieu of overtime payment, an employee may take paid time off at a mutually agreed time. Time off shall be paid at the appropriate rate (i.e. one (1) hour overtime worked = one and one-half (1½) hour's pay = one and one-half (1½) hours off). Such paid time off in lieu of overtime shall be taken only in increments of full shifts. Requests for such paid time off in lieu of overtime shall be made as far in advance as possible by email.

Employees may not accumulate more than five (5) days (thirty-five (35) hours) at any given time (pro-rated for part-time staff) and should endeavour to use compensation for overtime hours (paid time off) within the month earned.

Employees are encouraged to take accrued overtime as soon as possible. When overtime earned is in excess of thirty-five (35) hours and no other arrangements are possible to address the accumulated overtime, the employee shall be paid out.

**16.05** When relief employees are not available, overtime shifts shall be offered to regular employees by seniority on a rotational basis subject to the following proviso.

If the employee who would otherwise be offered the overtime shift is already scheduled to work that shift, or is scheduled for the shift before or after the overtime shift, then such employee shall be bypassed but shall retain their position on the rotation.

## **ARTICLE 17 – STATUTORY HOLIDAYS**

**17.01** Nelson House recognizes eleven (12) statutory holidays per year\*:

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

\*When an employee wishes to observe a religious day which is other than those listed above, they will be given the opportunity to substitute one for the other. As an option, they may choose to take their own religious day without pay. Such arrangement will be discussed with and documented by the Executive Director/designate in advance.

Employees are eligible for full Statutory Holidays from the date of initial employment.

In order to qualify for a paid holiday listed above, employees must work their scheduled shift before and their scheduled shift after the holiday unless on an authorized leave of absence or absent for reasonable cause.

**17.02 Holiday falling on a day of work**

If an employee works on a statutory holiday, the employee will be paid time and one-half ( $\frac{1}{2}$ ) the regular rate for those hours worked or additional day off with pay shall be scheduled at a mutually convenient time.

**17.03 Holiday falling on a non-working day**

If the holiday falls on a non-working day, the employee shall be given another normal working day off with pay, or if the employee agrees in writing, the Employer will pay the employee the regular wage for the statutory holiday.

**17.04 Pay for a statutory holiday**

Employees who would normally work on the day of the week on which a Statutory Holiday falls, but who are not required to work on that Statutory Holiday, will receive the day off with pay.

**17.05 Part-time Employees**

Part-time employees shall be entitled to a portion of the holidays defined above from the date of initial employment on a pro-rated basis calculated by applying the ratio of such employee's average work week to the standard full-time.

## **ARTICLE 18 – PAID VACATION LEAVE (ANNUAL LEAVE)**

### **18.01 Vacation Entitlement and Accrual**

Employees hired prior to and including August 3, 2012

#### **(a) Permanent Full-Time Employees**

(1) A permanent full-time employee shall begin, as of the effective date of their employment, to accrue annual leave at the rate of one and one-quarter (1¼) days for each full calendar month of employment during their first year of employment for a maximum of fifteen (15) working days per year. Annual leave credits for a part month shall be calculated on a pro-rated basis rounded off to the nearest half or full day.

(2) On the first of each month, vacation credits are provided to the employee, based on the years of employment they will have attained during that year as follows:

From the date of employment up to their fourth (4<sup>th</sup>) completed year of employment = three (3) weeks (1.25 days/month)

In the year of the beginning of their fifth (5<sup>th</sup>) year of employment up to their ninth (9<sup>th</sup>) completed year of employment = four (4) weeks (1.67 days/month)

In the year of the beginning of their tenth (10<sup>th</sup>) year of employment and thereafter = five (5) weeks (2.08 days/month)

(3) During the probationary period, an employee may not take paid vacation leave. Upon completion of their probationary period, such an employee shall be entitled to paid vacation leave, applied as above retroactively to their date of hire.

#### **(b) Permanent Part-Time Employees**

(1) A permanent part-time employee may elect to receive vacation pay as a percentage of gross salary or to receive paid vacation leave. In either case, the employee will have an entitlement to the corresponding time off. Accrual of annual vacation leave shall be on a pro-rated basis, calculated by applying the ratio of the employee's average work week to the standard full-time work week as a fraction of the entitlement of regular full-time employees (i.e. an employee who works the equivalent of three (3) days/week would be entitled to a total of three (3) regular work weeks off in year one (1), which translates to nine (9) paid days.)

- (2) On the first (1<sup>st</sup>) of each month, vacation credits are provided to the employee based on the years of employment they will have attained during that year as follows:
- (i) From the date of employment up to their fourth (4<sup>th</sup>) completed year of employment = three (3) work weeks
  - (ii) In the year of the beginning of their fifth (5<sup>th</sup>) year of employment up to their ninth (9<sup>th</sup>) completed year of employment = four (4) work weeks
  - (iii) In the year of the beginning of their tenth (10<sup>th</sup>) year of employment and thereafter = five (5) work weeks
- (3) Where such an employee elects to receive payment as a percentage of gross salary, they shall be paid as follows:
- (i) six per cent (6%) of their gross salary for the first four (4) years of employment;
  - (ii) eight per cent (8%) of their gross salary for the subsequent five (5) years;
  - (iii) ten per cent (10%) of their gross salary after nine (9) years of employment.
- Such vacation pay shall be included with each pay.
- (4) During the probationary period, an employee may not take paid vacation leave. Upon completion of their probationary period, such an employee shall be entitled to paid vacation leave, applied as above retroactively to their date of hire.

(c) **Casual Relief Employees**

- (1) A casual relief employee will receive vacation pay as follows:
- (i) six per cent (6%) of their gross salary for the first four (4) years of employment;
  - (ii) eight per cent (8%) of their gross salary for the subsequent five (5) years;
  - (iii) ten per cent (10%) of their gross salary after nine (9) years of employment.

Such vacation pay shall be included with each pay.

## **Employees hired after August 3, 2012**

### **(a) Permanent Full-Time Employees**

- (1) A permanent full-time employee shall begin, as of the effective date of their employment, to accrue annual leave at the rate of decimal eight three (.83) days for each calendar month of employment during their first year of employment for a maximum of ten (10) working days per year. Annual leave credits for a part month shall be calculated on a pro-rated basis rounded off to the nearest half or full day.
- (2) On the first day of each month, vacation credits are provided to the employee, based on the years of employment they will have attained during that year as follows:
  - (i) From the date of employment up to their fourth (4<sup>th</sup>) completed year of employment = two (2) weeks (.83 days/month)
  - (ii) In the year of the beginning of their fifth (5<sup>th</sup>) year of employment up to their ninth (9<sup>th</sup>) completed year of employment = three (3) weeks (1.25 days/month)
  - (iii) In the year of the beginning of their tenth (10<sup>th</sup>) year of employment and thereafter = four (4) weeks (1.67 days/month)
- (3) During the probationary period, an employee may not take paid vacation leave. Upon completion of their probationary period, such an employee shall be entitled to paid vacation leave, applied as above retroactively to their date of hire.

### **(b) Permanent Part-Time Employees**

- (1) A permanent part-time employee may elect to receive vacation pay as a percentage of gross salary or to receive paid vacation leave. In either case, the employee will have an entitlement to the corresponding time off. Accrual of annual vacation leave shall be on a pro-rated basis, calculated by applying the ratio of the employee's average work week to the standard full-time work week as a fraction of the entitlement of regular full-time employees (i.e. an employee who works the equivalent of three (3) days/week would be entitled to a total of two (2) regular work weeks off in year one (1), which translates to six (6) paid days.).
- (2) On the first (1<sup>st</sup>) of each month, vacation credits are provided to the employee based on the years of employment they will have attained during that year as follows:

- (i) From the date of employment up to their fourth (4<sup>th</sup>) completed year of employment = two (2) work weeks
  - (ii) In the year of the beginning of their fifth (5<sup>th</sup>) year of employment up to their ninth (9<sup>th</sup>) completed year of employment = three (3) work weeks
  - (iii) In the year of the beginning of their tenth (10<sup>th</sup>) year of employment and thereafter = four (4) work weeks
- (3) Where such an employee elects to receive payment as a percentage of gross salary, they shall be paid as follows:
- (i) four per cent (4%) of their gross salary for the first four (4) years of employment;
  - (ii) six per cent (6%) of their gross salary for the subsequent five (5) years;
  - (iii) eight per cent (8%) of their gross salary after nine (9) years of employment.

Such vacation pay shall be included with each pay.

- (4) During the probationary period, an employee may not take paid vacation leave. Upon completion of their probationary period, such an employee shall be entitled to paid vacation leave, applied as above retroactively to their date of hire.

**(c) Casual Relief Employees**

- (1) A casual relief employee shall be entitled to vacation pay as follows:
- (i) four percent (4%) of their gross salary for the first four (4) years of employment;
  - (ii) six percent (6%) of their gross salary for the subsequent five (5) years;
  - (iii) eight percent (8%) of their gross salary after nine (9) years of employment.

Such vacation pay shall be included with each pay.

## **18.02 Annual Vacation Leave Requests**

Requests for Annual Leave will be submitted, by electronic mail, to the Executive Director/designate. A minimum of three (3) weeks' notice must be given. Requests for single vacation days of three (3) days or less, can be submitted on one (1) days notice provided the employee has their shift(s) covered "if applicable". The Executive Director/designate will consider the employee's preference, the needs of the shelter and the ability to secure replacement coverage for the time requested and shall respond to the employee within seven (7) days of the vacation request being received.

In the event that two (2) or more people request the same time period and such requests cannot all be accommodated, vacation shall be approved on a seniority basis.

No employee shall be required to take vacation at a time that is not mutually agreed.

An employee shall be entitled to carry over accrued vacation days from one year to the next. The number of days held over shall not exceed ten (10) for full-time employees or two (2) regular work weeks (as defined by 18.01(b)(1) above) for permanent part-time employees and shall be used within one year of the carry over date. If the carry-over days are not used within one year of the carry-over, the Employer and Employee will immediately schedule the unused vacation days within the next quarter.

## **18.03 Compensation for Statutory Holidays Falling Within Vacation Schedule**

If a statutory holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time agreed to by mutual agreement.

## **18.04 Unearned Vacation –Termination of Employment**

Unearned vacation leave is vacation leave taken before the applicable vacation time has been accrued. Unearned vacation leave may be granted up to a maximum of two (2) weeks. Upon termination of employment, the Executive Director/designate, and in accordance with Article 18.05, shall deduct from final salary owing to the employee any vacation taken but not earned (accrued).

## **ARTICLE 19 – SICK LEAVE**

### **19.01 Definition**

Sick Leave Benefit is established to provide permanent Full-time and Part-Time employees working twelve (12) or more hours per week, time off with pay and without loss of benefits because of personal illness or accident.

An employee on a leave replacement, or contract anticipated leave to be longer than three (3) months will be entitled to sick leave.

### **19.02 Accumulation**

A Permanent Full-Time employee shall begin, as of the effective date of their employment, to accrue sick leave at the rate of one (1) day sick leave for each calendar month of employment during their first year of employment for a maximum of twelve (12) working days per year. Sick leave credits for a part month shall be calculated on a pro-rated basis rounded off to the nearest half or full day.

Sick leave shall be cumulative from year to year on the basis of twelve (12) days per year, to a maximum of one hundred and twenty (120) days.

Sick leave shall not be paid during the probationary period but the accumulated time will be granted on completion of probation.

### **19.03 Part-time Employees**

Part-time staff working twelve (12) hours per week or more are entitled to sick leave on a pro-rata basis.

### **19.04** For sick leave longer than four (4) consecutive weeks, the notice must be given in writing with an estimated time of return.

### **19.05 Notification**

An employee (or their designate) who is unable to report for work because of sick leave or emergency will inform the shift worker on duty as soon as possible prior to the commencement of the shift in order to minimize disruption. All leaves shall be reported to the Executive Director/designate as follows:

- a) sick leave: by telephone, electronic mail, cellular text message or voice mail
- b) lieu time: by electronic mail

## **19.06 Appointments**

Employees will endeavour to make medical/dental and other personal appointments outside of working hours or by arranging to take accumulated time in lieu or vacation leave. If the nature of the health related appointment is urgent or cannot be scheduled outside of business hours, the employee may utilize sick leave to attend such appointments.

## **19.07 Sick Leave**

A deduction shall be made from accumulated sick leave of all working hours absent because of sickness.

However, if a staff member agrees to cover for an employee who calls in sick, the employee who agreed to cover the shift will not be eligible for sick leave in the event that they cannot cover the shift as planned. In essence, the Employer will not pay sick leave for two employees for the same time slot in the same shift.

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01 Leave of Absence**

Requests for leave of absence without pay for up to twelve (12) months shall be made in writing to the Executive Director with a minimum of one (1) months' notice. Employees are encouraged to give as much notice as possible of their request in order to facilitate planning for staffing their position. The Executive Director, in consultation with the Executive Committee, will give consideration to the length of service, reason for leave request and other extenuating circumstances, and the needs of the organization in making their decision.

An employee, who is on leave of absence in excess of thirty (30) days, shall not be entitled to Health and Dental Benefits for the duration of the Leave of Absence unless the employee assumes one hundred per cent (100%) of the cost. Seniority shall cease to accrue for the duration of the leave of absence and the employee will maintain their seniority.

Upon completion of the leave of absence, the employee shall be returned to their former position and if it no longer exists, the employee shall exercise their seniority rights under Article 14 (Lay off and Recall).

An employee, who decides not to return to work, shall give a written notice to the organization at least four weeks before the end of the leave period.

Permanent full-time and part-time employees on leave of absence retain the right to remain on the relief list at their existing seniority.

Probationary employees will not be granted leaves of absence except in extenuating circumstances.

Such leave shall only be granted one (1) time in a five (5) year period.

## **20.02 Emergency Leave**

Emergency leave for up to two (2) days with pay and without loss of benefits in each calendar year will be granted for emergency or unexpected personal and/or family situations that cannot otherwise be attended to because of the work schedule.

Emergency leave days are non-cumulative and shall not exceed the two (2) days described above.

An employee, replacing a permanent employee during an anticipated leave to be longer than three (3) months shall be entitled to Emergency leave, as if they are a permanent employee.

Part-time employees are entitled to such leave on a pro-rata basis.

\* If the employee needs more than two (2) days of Emergency Leave they will have the option of:

- a) deducting the additional days off from their vacation time or banked overtime; or
- b) not being paid for the additional time off.

## **20.03 Bereavement Leave**

Permanent employees shall be entitled to up to five (5) days leave with pay and without loss of benefits whenever any of the following members of their family die:

- a) parent, step-parent or guardian, spouse, partner, spouse or partner's family,
- b) sibling/sibling's partner
- c) child, partner's child; spouse's child

- d) grandparent or grandchild
- f) niece/nephew

Bereavement will be granted in the event of the death of other persons with whom the employee has had very close ties upon consultation with the Executive Director/designate with regard to duration

Exceptional circumstances which warrant leave beyond five (5) days will be given special consideration by the Executive Director.

In the event of the death of a more distant relative, a staff member is entitled to one (1) day paid leave.

Where an employee is required to act as executor of a will, they are entitled to up to five (5) days of paid leave.

An employee replacing a permanent employee during an anticipated leave to be longer than three (3) months shall be entitled to bereavement leave, as if they are a permanent employee.

Such leave will be pro-rated for part-time employees.

#### **20.04 Court Leave**

If an employee is required to perform jury duty, they are entitled to leave with pay and without loss of benefits and seniority for the duration. If an employee is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties, the employee shall be granted leave with pay and without loss of benefits for the duration of their attendance.

The employee shall be required to reimburse the Employer the amount of fees (not expense money) paid to them by the court for court duty, or they may elect to forego their regular salary in favour of the court duty salary.

#### **20.05 Union Leave**

Leave of absence for up to forty (40) shifts total for the entire bargaining unit per calendar year shall be granted to members of the bargaining unit who are elected or selected by the Union to attend a Union function. The Union will advise the Executive Director or designate of such leave at least (5) five days in advance.

The Employer shall maintain the employee's regular salary and benefits and shall invoice the Union Local for the equivalent amount.

## **20.06 Personal Leave**

Employees (full-time and part-time) are entitled to two (2) paid personal days per year. Where possible, the employee will provide reasonable notice to the Employer.

Personal leave must be taken within each calendar year.

Part-time employees will receive this benefit on a pro-rated basis.

## **ARTICLE 21 – PREGNANCY LEAVE**

### **21.01 Definition**

Pregnancy leave is a leave taken by a pregnant employee. Extended leave is a leave provided to a pregnant employee who requires, for health reasons of themselves or the child, additional time off.

### **21.02 Pregnancy Leave**

A pregnant employee who has been employed by the employer for at least thirteen (13) weeks is entitled as a right to a leave of absence without pay. Such leave may begin no earlier than seventeen (17) weeks before the expected birth date. Where the employee is entitled to take parental leave, their pregnancy leave will end seventeen (17) weeks after the pregnancy leave began.

The employer shall pay an employee who is on pregnancy leave a top up to their E.I. Benefits equivalent to ten per cent (10%) of their regular salary for the period of their pregnancy leave.

### **21.03 Leave for diseases and conditions harmful to pregnancy**

- a) A pregnant employee shall receive an immediate unpaid leave of absence in the event that a known or suspected disease or condition occurring in the workplace, which in the view of their medical practitioner would be harmful to their pregnancy. This leave shall continue until all danger from such disease or condition ceases to exist. It is understood that employees will take all reasonable precautions to protect themselves from potentially dangerous communicable diseases.
- b) The Employer shall not deny a pregnant employee the right to continued employment. A pregnant employee who for health reasons for themselves or that of their child, require an accommodation at work during their

pregnancy shall be accommodated, unless the accommodation would cause undue hardship to the employer. This accommodation may include but is not limited to: alternate or amended duties, modified work schedule, providing necessary equipment etc. An employee requesting such an accommodation shall submit their request in writing to the Executive Director/designate. The Executive Director/designate shall respond in writing within ten (10) working days.

- c) Where a certificate by a medical practitioner is provided stating that a longer period of pregnancy leave is required for health reasons affecting mother or the unborn child, the employee shall be entitled to an unpaid extension of their pregnancy leave up to a maximum of one (1) year.

#### **21.04 Notice to begin leave**

An employee shall notify the Employer, in writing, at least two (2) weeks prior to the commencement of their pregnancy leave. This notice shall include if requested by the Employer a medical certificate from a legally qualified medical practitioner stating the expected date of birth.

#### **21.05 Accumulation of Seniority and salary increases during leave**

The period of an employee's leave shall be included in calculating any of the following for the purpose of determining their rights under the Collective Agreement:

- a) salary increases
- b) seniority accumulation

The period of an employee's leave shall not be included in determining whether they have completed the probationary period under the Collective Agreement.

For the purposes of calculating seniority accumulation for an employee, other than a permanent full-time, shall be on the basis of the total number of hours worked in the twelve (12) months prior to the beginning of the leave. This total number of hours divided by twelve (12) will provide a monthly average of hours work. This monthly average will be considered as accumulated seniority for each month the employee is on leave. Where the employee's leave is not a complete month, the average will be prorated.

**21.06 Return to work procedures**

- a) When an employee decides to return to work after their pregnancy leave, they shall provide the Employer, with as much written notice as possible but in any event no less than four (4) weeks written notice;
- b) Upon their return to work, the employee shall be placed in their former position. If the former position no longer exists, their shall be placed in a comparable position.

**21.07 Benefits**

The employee's coverage, where applicable, under the Group Health and Welfare Benefits Article 25 will continue for the full length of their pregnancy and parental leave.

**21.08 Part time employee**

A part-time employee as identified under Article 3.06, shall be entitled to all rights and privileges under this pregnancy leave.

**ARTICLE 22 – PARENTAL LEAVE**

**22.01 Definition**

A Parent is a person who is the biological mother or father of a child, or a person with whom a child is placed for adoption, or, a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

**22.02 Length of leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

- (c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (d) The Employer shall pay an employee who is on parental leave a top up to their E.I. benefits equivalent to ten per cent (10%) of their regular salary up to thirty-five (35) weeks. Upon request this benefit could be divided over sixty-one (61) weeks.

**22.03           Illness of the child**

Where a certificate by a medical practitioner is provided stating that a longer period of parental leave is required for health reasons affecting the child, the employee shall be entitled to an extension of their parental leave up to a maximum of one (1) year.

**22.04           Notice to begin leave**

An employee shall give the Employer, as much written notice as possible but in any event no less than two (2) weeks prior to the commencement of their parental leave. This notice shall state the expected date for which the child is to come under their care and control.

**22.05           Accumulation of Seniority and salary increases during leave**

The period of an employee's leave shall be included in calculating any of the following for the purpose of determining their rights under the Collective Agreement:

- a) salary increases
- b) seniority

The period of an employee's leave shall not be included in determining whether they have completed the probationary period under the Collective Agreement.

For the purposes of calculating seniority accumulation for an employee, other than a permanent full-time, shall be on the basis of the total number of hours worked in the twelve (12) months prior to the beginning of the leave. This total number of hours divided by twelve (12) will provide a monthly average of hours work. This monthly average will be considered

as accumulated seniority for each month the employee is on leave. Where the employee's leave is not a complete month, the average will be prorated.

**22.06 Return to work procedures**

- a) When an employee decides to return to work after their parental leave, they shall provide the Employer, whenever possible, with at least four (4) weeks written notice;
- b) Upon their return to work, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position.

**22.07 Part-time employee**

A part time employee as identified under Article 3.06 shall be entitled to all rights and privileges under this parental leave.

**ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

**23.01 Salaries**

Wages and salaries shall be paid in accordance with Schedule “A” of this agreement.

**23.02 Pay Period**

Wages or salary shall be paid bi-weekly on Friday of every second week.

Casual Relief Staff will be paid in the regular pay period following the shift worked.

Employees are responsible for completing time sheets and submitting them to the Administrative Assistant no later than 9:00 a.m. on the Monday preceding the pay day.

**23.03** Where travel has been pre-authorized for work-related business, employees shall be reimbursed as follows:

- a) Mileage: As per Treasury Board published rates
- b) Parking: With receipts

- c) **Meals:**
- Breakfast: As per Treasury Board published rates  
Lunch: As per Treasury Board published rates  
Dinner: As per Treasury Board published rates  
Incidentals: As per Treasury Board published rates

Receipts to be provided.

Meals provided through conference registration will not be reimbursed separately unless special dietary needs are not accommodated.

- d) Request for reimbursement shall be submitted by the seventh (7th) working day of the following month.
- e) Reasonable out of pocket expenses will be compensated on approval from the Executive Director providing receipts are submitted.
- f) In order to take advantage of the most economical means of travel and accommodation, the Executive Director will at least ten (10) calendar days prior to the planned departure, consult with the affected employee regarding such arrangements. Following this consultation, the Executive Director shall advise the employee in writing of the approved travel and accommodation.

#### **23.04 Legal Fees**

The Employer shall provide legal representation and pay court costs, if any, for any action or other proceeding initiated against an employee by a person other than the Employer or a co-worker for acts or omissions arising from the responsible discharge of official duties or the carrying out of an official order.

### **ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION**

#### **24.01 Job Description**

The existing job description, as amended, is attached as Schedule "C".

#### **24.02 Changes in Classification**

All new job descriptions shall be presented at Labour Management Committee prior to their implementation. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the

Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, the Employer will classify or reclassify as the case may be and establish the rate of pay and such dispute, if any, may be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

#### **24.03 Paid Training for Upgrading Job Skills**

In the event of changing job requirements the Employer will provide training to employees already occupying the position. Employees already occupying said positions shall be deemed to be qualified in their position, and, shall not be adversely affected in the event of such changing job requirements.

### **ARTICLE 25 – EMPLOYEE BENEFITS**

**25.01** The Group Health and Welfare Benefits Package includes same sex spousal benefits. The costs shall be borne by the Employer with respect to provision of the following benefits:

**a) Life Insurance and Accidental Death and Dismemberment**

- i) Life Insurance - seventy-five thousand dollars (\$75,000)
- ii) Accidental Death and Dismemberment - seventy-five thousand dollars (\$75,000)
- iii) Dependent Life - spouse: ten thousand dollars (\$10,000) child: five thousand dollars (\$5,000)

**b) Health Insurance**

- i) Extended Health Care Benefits

No deductible – one hundred per cent (100%) coverage (includes, semi-private hospital room etc.). Eighty percent (80%) coverage for medical services and supplies and professional services. Five million (\$5,000,000) dollars lifetime maximum coverage if out of province or country.

Vision Care – five hundred dollars (\$500.00) per person per twenty-four (24) months. Eye exam once per two calendar years.

- ii) Prescription drugs-100% coverage, 20% deductible of the total cost of each prescription.

c) **Dental Plan**

No deductible – eighty per cent (80%) coverage, fifteen hundred dollars (\$1,500) maximum per year per family member included Plan A (basic) and Plan B (restorative).

d) **Long-term Disability**

Sixty-six point seven per cent (66.7%) of current wages to a maximum of two thousand five hundred per month (\$2500/month) - paid to age sixty-five (65).

e) **Retirement income protection plan**

- (i) All employees enrolled in the plan as of August 3, 2012, will continue to participate in the plan regardless of the number of hours worked.
- (ii) After August 3, 2012, the plan will be available to all permanent full-time employees and all permanent part-time employees who work twenty (20) hours or more per week as defined under Article 25.03.
- (iii) The Employer's maximum contribution to the Plan shall be equal to three and one-half per cent (3.5%) of the employee's gross salary.

The employee shall contribute, on a mandatory basis, an amount equal to the Employer's contribution. Such amounts shall be deducted from salary at source and deposited directly by the employer into the Plan.

- (iv) Notwithstanding paragraph (iii), the employee may choose to contribute an amount less than three and one-half per cent (3.5%), in which case the Employer's contribution shall be equal to the contribution amount chosen by the employee.
- (v) If the employee ceases to contribute to the Plan, the employer's contribution shall automatically cease also.
- (vi) Eligible employees may choose not to participate in the Plan when first offered. If an employee declines to participate the employee's intention shall be indicated in writing, and, the Plan shall not be available to that employee until the following April 1.
- (vii) On April 1 of every subsequent year, employees shall indicate, in writing, whether they wish to participate in the Plan, and the amount they wish to contribute, up to a maximum of three and one-half per cent (3.5%) of gross salary.

- (viii) Participants in the Plan are the legal owners of their respective RRSP's and as such, may withdraw some or all of their funds at any time. If, however, an employee chooses to withdraw some or all of the funds from their RRSP, the employer shall cease to contribute to that employee's RRSP for a period of (1) year.
- (ix) The Employer will not make any contributions to the Plan during an employee's unpaid leave of absence in excess of thirty (30) days, with the exception of pregnancy or parental leave as mandated under the ESA.
- (x) In the event of a termination of employment, the RRSP is the property of the employee. At which time, the Employer shall not be required to contribute any further amounts to the RRSP.
- (xi) In the event of the death of an employee, the RRSP is the property of the employee's estate or designated beneficiary, whichever may apply.

**25.02 Entitlements for Permanent Full-time Employees**

Permanent full-time employees will receive full benefits.

**25.03 Entitlements for Permanent Part-time Employees**

Permanent part-time employees working twenty (20) hours or more per week will receive full benefits.

Permanent part-time employees working less than twenty (20) hours per week will receive four per cent (4%) of salary in lieu of Health & Welfare benefits.

**ARTICLE 26 – COPIES OF AGREEMENT**

**26.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties shall, on a cost shared basis, prepare sufficient copies of the Agreement within thirty (30) days of signing. The Union shall be responsible for preparing the document for signing.

## **ARTICLE 27 – HEALTH AND SAFETY**

### **27.01 CPR/First Aid Training**

Employees are expected to have valid CPR/First Aid certification upon being hired or to agree to complete such training before the end of their probationary period. Unpaid time off work to acquire such certification will be supported by the Employer. Employees must keep their CPR/First Aid certification updated. The cost of acquiring such certification will be the responsibility of the employee.

The Employer shall pay the costs of re-certification training for existing employees. Existing employees will be granted time off work, without pay, as may be necessary to fulfill this requirement. It is understood and agreed that the Employer will choose the training organization and the level of re-certification needed for each employee.

### **27.02 Health and Safety Committee**

- a) The Employer and the Union agree that they mutually desire to maintain standards for safety and health at Nelson House in order to prevent accidents, injury and illnesses.
- b) The Joint Occupational Health and Safety Committee shall contain up to two (2) members appointed by the Union and up to two (2) members appointed by the Employer.
- c) Such Committee shall identify potential dangers and hazards and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every two (2) months or more frequently, if required, at the request of either party. The committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with b) hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Committee in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate as may be

applicable. It is understood and agreed that they will not leave their work without notifying the Executive Director/designate.

- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) The Employer accepts that at least one Union member serving on the Joint Occupational Health and Safety Committee will be trained as certified workers under the Occupational Health and Safety Act. Any costs associated with the initial training of a certified worker will be paid by the employer, or as may be prescribed pursuant to the Occupational Health and Safety Act.
- i) Time spent by a member of the committee in carrying out their duties under the Occupational Health and Safety Act shall be deemed to be work time and paid for by the Employer. It is understood and agreed that they will not leave their work without notifying the Executive Director/designate.

## **ARTICLE 28 – GENERAL CONDITIONS**

### **28.01 Performance Appraisals - Annual**

A permanent employee will receive a performance appraisal half way through and again before the completion of their probationary period. A performance appraisal will take place annually thereafter.

The performance appraisal is a scheduled opportunity to review the progress, strengths and skills of the employee. In addition, the performance appraisal may include but not be limited to the following:

- a) identify areas for staff development and training;
- b) develop/review work plans and individual goals;
- c) to evaluate employee's job performance;
- d) to acknowledge employee's positive contributions.

The Board of Directors of Nelson House will invite all employees to provide written feedback about the Executive Director at the time of their performance evaluation.

## **28.02 Amalgamation, regionalization and merger protection**

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- e) No employee shall suffer a loss of employment as a result of merger.
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **28.03 Bulletin Boards**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **28.04 Work Outside of Nelson House**

Any Permanent Full-Time Employee shall obtain permission of the Employer to work in another role outside of the shelter if such role could interfere with the employee's ability to carry out the terms of their employment. In no case will it be permissible for an employee to use sick leave with the Employer to work in another role outside the shelter.

**28.05** It is understood that legislation can be amended from time to time, therefore, should any legislation be enacted which would provide a greater right and or benefit to employees than those provided for in this Collective Agreement, the greater rights and or benefits in the legislation shall prevail.

**ARTICLE 29 – MANDATORY TRAINING**

From time to time employees will be required to complete mandatory training required by legislation and sector standards. The Employer will endeavor to give the employees scheduling options and will choose dates according to majority of employee availability and/or availability of third-party trainers. A minimum of 4 weeks' notice will be given. Employees will be required to attend.

**ARTICLE 30 – TERM OF AGREEMENT**

**30.01 Duration**

This Agreement shall be regarded as expressing the full and complete understanding of the Employer and the Union on the subject matter of wages, hours and conditions of employment. This Agreement shall be binding and remain in effect from April 1<sup>st</sup>, 2024, to March 31<sup>st</sup>, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to expiry.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

**FOR THE EMPLOYER**

*CS*  
Christy Savage (Dec 16, 2024 12:42 EST)

*DSivanochko*  
DSivanochko (Dec 18, 2024 13:45 EST)

\_\_\_\_\_

**FOR THE UNION**

*Nora F. A.*  
Nora F. A. (Dec 16, 2024 11:26 EST)

*Lori Clarke*  
Lori Clarke (Dec 18, 2024 15:25 EST)

*Jacynthe Barbeau*  
Jacynthe Barbeau (Dec 16, 2024 13:06 EST)

## SCHEDULE "A" - WAGES

Effective April 1, 2024

Includes a 2% increase.

<b>Job Classification</b>	<b>Up to 1 Full-Time Year of Service (1742 hrs)</b>	<b>Up to 2 Full-Time Years of Service (1742-3484 hrs)</b>	<b>Up to 3 Full-Time Years of Service (3484-5226 hrs)</b>
Children's Support/ Advocacy Worker	\$29.82	\$30.37	\$30.98
Frontline Shelter Worker	\$29.82	\$30.37	\$30.98
Maintenance Worker	\$25.17	\$25.71	\$26.13
Respite/ Recreational Worker	\$25.60	\$26.10	\$26.61
Transition Worker	\$29.82	\$30.37	\$30.98

Pay Equity is assessed after year end and based on past hours worked.

**Effective April 1, 2025**

**Includes a 2% increase.**

<b>Job Classification</b>	<b>Up to 1 Full-Time Year of Service (1742 hrs)</b>	<b>Up to 2 Full-Time Years of Service (1742-3484 hrs)</b>	<b>Up to 3 Full-Time Years of Service (3484-5226 hrs)</b>
Children's Support/ Advocacy Worker	\$30.42	\$30.97	\$31.60
Frontline Shelter Worker	\$30.42	\$30.97	\$31.60
Maintenance Worker	\$25.68	\$26.23	\$26.66
Respite/ Recreational Worker	\$26.11	\$26.62	\$27.14
Transition Worker	\$30.42	\$30.97	\$31.60

Pay Equity is assessed after year end and based on past hours worked.

**Effective April 1, 2026**

**Includes 3% increase.**

<b>Job Classification</b>	<b>Up to 1 Full-Time Year of Service (1742 hrs)</b>	<b>Up to 2 Full-Time Years of Service (1742-3484 hrs)</b>	<b>Up to 3 Full-Time Years of Service (3484-5226 hrs)</b>
Children's Support/ Advocacy Worker	\$31.33	\$31.90	\$32.54
Frontline Shelter Worker	\$31.33	\$31.90	\$32.54
Maintenance Worker	\$26.45	\$27.02	\$27.45
Respite/ Recreational Worker	\$26.90	\$27.42	\$27.96
Transition Worker	\$31.33	\$31.90	\$32.54

Pay Equity is assessed after year end and based on past hours worked.

## RETROACTIVITY

Any retroactivity owing will be paid out to all present and past employees within sixty (60) days of Union ratification of this Memorandum of Agreement.


All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase or adjustment. All items will be effective and retroactive to April 1, 2024 unless otherwise specified in the Memorandum of Agreement. Retroactivity will be based upon all hours paid.


Retroactive pay and adjustments will be paid on a separate cheque. The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible Employees on the payroll as of the expiry date of the previous agreement (March 31, 2024) and to all new Employees hired since that date.

In the event an eligible Employee shall have terminated their employment since March 31, 2024, the Employer shall advise the Employee within thirty (30) days by notice in writing via registered mail to the last known address on the records of the Employer. The Employee shall have sixty (60) days from receiving the notice with which to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employee making such claim.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Christy Savage (Dec 16, 2024 12:42 EST)


  
\_\_\_\_\_  
DSivanocho (Dec 18, 2024 13:45 EST)

\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
Nora F. A. (Dec 16, 2024 11:26 EST)

  
\_\_\_\_\_  
Lori Clarke (Dec 18, 2024 15:25 EST)

  
\_\_\_\_\_  
Jacynthe Barbeau (Dec 16, 2024 13:06 EST)

## **SCHEDULE “B” – LABOUR MANAGEMENT COMMITTEE TERMS OF REFERENCE**

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### **NELSON HOUSE MISSION STATEMENT**

Nelson House exists to provide safety for women and children who are being abused and to work with other groups and individuals towards ending violence against women.

### **INTRODUCTION**

1. The role of the Labour Management Committee is outlined in Article 8.01 of the Collective Agreement.
2. These terms of reference shall form part of the Collective Agreement and shall be included in the new Collective Agreement in the next bargaining session.
3. In accordance with Article 8.01, this joint committee will be the first step to address general employment issues that have an impact on staff as a whole. This will be done in a collaborative, transparent and open way, with the best interests of Nelson House at the forefront.

### **MANDATE**

1. Facilitation and minute-taking will alternate between the parties at each meeting.
2. The Committee will develop recommendations by *consensus* as much as possible. .
3. The Committee will report to the Board and to the Union.
4. Minutes will be distributed to the members of the Committee and the Union President. Minutes are filed in the official Labour Management Committee binder.

### **COMMITTEE COMPOSITE**

The LMC is a joint committee of Union and Management, with equal representation of up to two (2) members appointed by the Union and up to two (2) members appointed by the Employer. Each party selects their own representatives for a minimum one-year (1) term to ensure continuity.

SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.

**FOR THE EMPLOYER**

*CS*  
Christy Savage (Dec 16, 2024 12:42 EST)

*DSivanochko*  
DSivanochko (Dec 18, 2024 13:45 EST)

\_\_\_\_\_

**FOR THE UNION**

*Nora F. A.*  
Nora F. A. (Dec 16, 2024 11:26 EST)

*Lori Clarke*  
Lori Clarke (Dec 18, 2024 15:25 EST)

*Jacynthe Barbeau*  
Jacynthe Barbeau (Dec 16, 2024 13:06 EST)

*lb:cope/sepb 491*  
October 25, 2024

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NELSON HOUSE OF OTTAWA-CARLETON**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3851**


**RE: RETIREMENT INCOME PROTECTION PLAN (HEREIN CALLED "THE PLAN")**

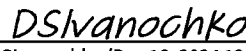
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1. The Plan shall consist of individual RRSP plans for each participating employee, in accordance with the guidelines of the financial institution.
2. The Plan shall be offered to existing eligible employees effective April 1, 2003, and to future eligible employees on the date of hire.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**


**FOR THE EMPLOYER**

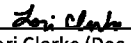
  
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*lb:cope/sepb 491*  
October 25, 2024

**LETTER OF UNDERSTANDING**

**BETWEEN**

**NELSON HOUSE OF OTTAWA-CARLETON**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3851**

**RE: DISTRIBUTION OF CALL-IN SHIFTS**

---

Notwithstanding article 15.02 b)(vii) of the collective agreement between the parties, it is agreed that emergency (call-in) shifts shall be offered by seniority to those that have submitted their availability to the Program manager in the following manner, in accordance with the shift replacement (call-around) sheet:


- To relief employees
- To part-time employees
- To full-time employees


The parties have agreed that this letter of understanding will be in effect for a 6 month period as of the 1st of January, 2025 (or within 30 days of ratification should this be after), at which time the parties will convene to discuss the continuation of the agreement.

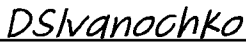
**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

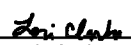
**FOR THE EMPLOYER**

**FOR THE UNION**


  
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# **LETTER OF UNDERSTANDING**

**between**

**NELSON HOUSE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3851**

**RE: WAGE-SALARY REOPENER**

---

Whereas; Nelson House believes all its employees are entitled to a fair and reasonable wage/salary increase;

Whereas; if funding were available, Nelson House would in good faith, negotiate a fair and reasonable wage/salary increase for all its employees;

Be it resolved that the parties agree as follows:

In the event that Nelson House receives annualized ministry funding, the Employer agrees, to distribute the portion of that funding available for salaries and/or benefits in a fair and reasonable manner.

In the event that Nelson House receives annualized ministry funding that is specifically designated for salary and/or benefits, the Employer agrees, to distribute the funding in a fair and reasonable manner.

It is hereby understood and agreed that, from time to time, some of those monies may be utilized for salary adjustments.

The Employer shall notify the Union upon being advised that it is to receive any annualized ministry funding and the parties shall meet to discuss, and, come to an agreement on how the amount that is available for unionized staff shall be distributed to the CUPE membership.

To this end, the Employer agrees in good faith to the disclosure of any annualized ministry funding, or any new funding received during the term of this agreement.

This Letter of Understanding is grievable under this collective agreement. In this event, the grievance shall be filed at the last step of the grievance procedure. Should the matter proceed to arbitration, the parties agree that the arbitrator has the jurisdiction to hear the dispute and issue a binding arbitral decision on the parties.

This Letter of Understanding shall be in effect from October 21<sup>st</sup>, 2008, and remain in effect until its renewal is negotiated and ratified.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

**FOR THE EMPLOYER**

*CS*  
Christy Savage (Dec 16, 2024 12:42 EST)

*DSivanochko*  
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*lb:cope/sepb 491*  
October 25, 2024

**LETTER OF UNDERSTANDING**

**between**

**NELSON HOUSE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3851**

**RE: COMPASSIONATE CARE LEAVE**

---

The parties agree on the following:

1. Compassionate care leave will be granted to an employee for up to a maximum of twenty-eight (28) weeks within a fifty-two (52) week period to provide care or support to a family member who is gravely ill and at risk of dying within that twenty-eight (28) week period in accordance with the Employment Standards Act as amended.
2. An employee who is on compassionate care leave shall continue to accumulate seniority and service.
3. Subject to any changes to the employee’s status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
4. The Employee and the Employer will continue to pay their respective share of the benefits and retirement income protection plan.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

**FOR THE EMPLOYER**

**FOR THE UNION**

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Christy Savage (Dec 16, 2024 12:42 EST)

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**NELSON HOUSE OF OTTAWA-CARLETON**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3851**

**RE: CUPE MULTI-SECTOR PENSION PLAN**


---


The parties agree on the following:

1. To meet within one (1) year from the Union's ratification date of this Collective Agreement, to discuss and explore implementing the above-mentioned pension plan into the workplace for all bargaining unit members.
2. To meet with the plan representatives and schedule a presentation for all staff on the pension plan structure.
3. If there is a desire by management and the employees to implement the pension plan, the parties will ensure to undertake that a staff vote occurs to determine if a plan is the wish of the majority.
4. There is no obligation by either party to implement this pension plan.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**


**FOR THE EMPLOYER**

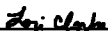
  
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## **SCHEDULE “C” - JOB DESCRIPTIONS**

### **NELSON HOUSE OF OTTAWA-CARLETON**

#### **CRISIS SHELTER WORKER – JOB DESCRIPTION**

---

##### **A. Position Description**

##### **1. Scope of Position**

Participating as a member of a team and under the direction of the Executive Director, a Crisis Shelter Worker is responsible for providing crisis intervention and counselling/support for women and children assessing the residential and crisis line services. The Crisis Shelter Worker contributes ensuring the environment and services are safe, confidential, and conducive to cooperative and comfortable living.

##### **2. Duties and Responsibilities**

##### **a) Crisis Intervention**

- intervenes with women and children in crisis to support and assists with problem solving and planning;
- responds to ex-residents crisis calls promptly, consistently and compassionately;
- assesses level of urgency and executes emergency and legislative procedures as necessary;
- develops safety plan;
- empowers and supports follow-through on action plan and/or problem resolution, assisting if required;
- provides immediate necessary information and resources;
- accompanies resident to appointments or activities related to crisis situation if needed and when feasible.

##### **b) Counselling/Support Services**

- facilitates and initiates formal and informal counselling opportunities for residents, offering support for healing, education and action;

- works with residents to assess needs and facilitates/empowers them to develop a plan and follow-through;
- provides information, resources and referral as needed;
- provides and ensures communication and interpretation services are effective;
- facilitates and offers skills for cooperative living;
- prepares residents for transition to community;
- liaises with other agencies, advocating and educating as required;
- provides opportunity for and facilitates peer support;
- advocates the interests of women and children to other community agencies and services;
- co-facilitates residence meeting: facilitating support, cooperative living and completion of tasks.

c) Administration and Documentation

- reviews log, minutes and file entries of new referrals;
- documents communication information in log; including scheduling of day-to-day activities;
- logs crisis calls;
- completes program statistics;
- completes update entries on client files appropriately;
- monitors and maintains program resources and materials;
- contributes to the preparation of reports required by legislation and agency policy as requested;
- completes letters and reports for client advocacy as per policy;
- establishes and maintains contact information on ex-residents.

d) House Maintenance and Security

- updates and practises emergency procedures;
- enforces all safety and security procedures;
- participates in the maintenance of routine matters;
- monitors incoming calls, visitors and activities following safety and confidentiality policies;
- reports all potential health and safety or security violations and maintenance requests, intervening in emergency cases;
- contributes to improving general maintenance and security conditions.

e) Teamwork

As a member of the staff team they:

- share in representing Nelson House in the community;
- share in implementation of programming;
- share information and resources for enhancement of service delivery or professional development;
- contribute to office organization and maintenance;
- liaise with other community services and agencies;
- share in tasks associated with team meetings;
- participate in team activities in a manner that promotes the full involvement of all members;
- participate on internal Nelson House committees;
- share in the training and orientation of new volunteers and staff;
- contribute to development and planning of strategies and activities to enhance and direct Nelson House services;
- share information and consults with team on matters related to ex-residents and Follow-Up programming.

### **3. Key Responsibilities**

Relationship responsibilities are as follows:

- to keep co-workers informed and supported in order to facilitate responsible and accountable operations;
- to keep the Executive Director informed of any development within the shelter requiring further attention;
- to work co-operatively and maintain good working relationships with clients, staff, students, volunteers and the Board;
- to establish and maintain a good working rapport with key agencies on client matters.

### **4. Decision Making Authority**

- authority commensurate with assigned responsibilities of position within the limits written in Nelson House Policies and Procedures documents;
- determine action and safety needs/plan with clients.

### **5. Problem Solving**

- effectively communicate, listen and mediate with all clients;
- responsibility in assessing and informing program service delivery and development within a framework of guidelines;
- effective participation as a member of a staff and agency team in working towards cohesive co-ordinated work efforts.

## **B. Position Specifications**

### **1. Formal Education and Training**

- BSW, BA or equivalent with a minimum of 2 years relevant work experience, Social Service Diploma with a minimum of 4 years relevant work experience;
- Crisis intervention, counselling training and/or coursework.

## **2. Experience**

- experience working within a feminist framework for crisis intervention and counselling services for women and children victims of violence;
- other relevant social service experience;
- personal or life experiences which contribute to abilities, skills, knowledge in order to work with victims of violence.

## **3. Other Key Skills and Knowledge**

- feminist analysis of violence against women and children;
- analysis of the many forms of oppression of groups and relationship with violence against women as an oppression;
- ability to work in crisis intervention environment;
- abilities, skills or knowledge in working with clients in languages other than English and with cultural diversities;
- good public relations skills;
- extensive knowledge of community resources;
- effective written and oral communication skills;
- ability to effectively work as a member of a team;
- experience/knowledge working in the community.

# NELSON HOUSE OF OTTAWA-CARLETON

## CHILDREN'S SUPPORT AND ADVOCACY WORKER – JOB DESCRIPTION

---

### Summary

Reporting to the Executive Director, the CSAW worker is responsible for the Nelson House children's program, they are also responsible for implementing the policies of Nelson House.

### Duties and Responsibilities

The work of the CSAW includes:

1. services to children;
2. support to mothers;
3. representation in the community;
4. general responsibilities; and
5. responsibilities to other staff and Board.

#### 1. **Services to children**

The CSAW will be responsible for:

General:

- providing a safe, stimulating and enjoyable creative environment for children;
- creating an atmosphere of safety and trust by interacting with children in a patient, positive and non-judgmental manner and promoting anti-sexist, anti-racist, anti-violent values amongst the children;
- listening to the children, exploring their feelings and providing emotional support to them individually or in groups according to their needs;
- showing children non-violent ways to resolve conflict and to express their feelings;
- encourage a positive self image in the children and promoting positive female and male images;
- honouring commitments to children;

- educating the children about issue of abuse of women and children; and keeping informed about what is going on in the community and in related areas and sharing information with residents and other staff;

## **2. Support to Mothers**

The CSAW will be responsible for:

- informing mothers about community services and activities, and providing referrals, if appropriate;
- encouraging mothers to participate in activities with their children;
- assisting mothers to make babysitting arrangements;
- keeping up to date of mom and child significant relationship and its effects on the child/children;
- providing alternatives and setting positive examples for mothers regarding nutrition and child discipline;
- listening to mothers and supporting their parenting efforts;
- encouraging mothers to talk with their children about the family situation and the reasons that they are at Nelson House;
- intervening on a child's behalf, if required;
- helping mothers with school arrangements or daycare;
- assisting mothers to understand the unique needs of children who have witnessed abuse and are reacting to separation;
- mediating conflicts, related to children, amongst residents; and providing babysitting to mothers in emergency situation, at the discretion of the worker.

## **3. Representation in the Community**

The CSAW will be responsible for:

- advocating on behalf of children's rights;
- networking with community services;

- participating in the Child Support and Advocacy Workers of Eastern Ontario and the Children's Subcommittee of the Regional Coordinating Committee on Wife Assault;
- representing Nelson House as a safe and supportive shelter and providing appropriate information reflecting the philosophy and objectives of Nelson House;
- keeping informed about what is happening in the community and related areas and sharing this information with other staff; and
- preparing letters of support for individuals and groups at the request of the Staff or Board members, as appropriate.

#### **4. General Responsibilities**

The CSAW will be responsible for:

- promoting an atmosphere that is inclusive of all residents regardless of their race, nationality, ethnicity, religion, economic situation, sex, age, sexual orientation and physical or mental capability;
- sharing with other staff in the operation of Nelson House;
- communicating relevant information to other staff at the end of their shift;
- handling emergencies, as required;
- record pertinent information in children log.

#### **5. Responsibilities to Other Staff and Board Members**

The CSAW will be responsible for:

- attending weekly staff meetings and participating in the process of decision making;
- with other staff, promoting staff development and on-the-job training;
- taking notes at workshops and distributing them to all staff;
- with other staff, training new staff and support workers;
- assisting in the resolution of conflicts between staff, between residents and staff and between residents.

**Specific:**

- organizing and coordinating structured programming to meet individual client;
- providing referrals, if appropriate;
- with the involvement of their mothers, educating children about child safety issues, inside and outside Nelson House;
- organizing crafts, games, summer/winter camps, activities for moms and children based on appropriate individual needs;
- supervising playground activities;
- to conduct weekly children's meeting;
- initiate intake/outtake interviews with children;
- to do in-house group parenting work specifically around children who witness;
- to participate in the screening and hiring of sitters to come into the shelter to provide relief for mothers in consultation with the Executive Director; to maintain a correspondence log for children.

# NELSON HOUSE OF OTTAWA-CARLETON

## RESPITE/RECREATIONAL WORKER – JOB DESCRIPTION

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### Summary

The Respite/Recreational worker will work as part of the Nelson House Children's Program. They are responsible to the CSAW workers and the Executive Director. They are also responsible for implementing the policies of Nelson House. This is a unionized position.

The Respite/Recreational worker will be required to work flexible hours, including weekends and evenings as well as weekdays. Scheduling is arranged with and approved by CSAW workers and will be based on client service needs.

### Duties and Responsibilities

#### General

- ❖ Provide a safe, stimulating, enjoyable and creative environment for children;
- ❖ Create an atmosphere of safety and trust by interacting with children in a patient, positive, and non-judgmental manner;
- ❖ Promote anti-sexist, anti-racist, anti-violent attitudes among children;
- ❖ Promote an atmosphere that is inclusive of all residents regardless of race, nationality, ethnicity, religion, economic situations, sex, age or ability.
- ❖ Show children non-violent ways to resolve conflict;
- ❖ Encourage positive self-image in children;
- ❖ Honour commitments to children.

#### Specific

- ❖ Provide childcare for shelter residents;
- ❖ Plan and implement age-appropriate recreational and leisure activities for children and families within the shelter setting;
- ❖ Plan and implement outings within the community for children and families, including arranging for transportation;

- ❖ Encourage mothers to participate in activities;
- ❖ Obtain required consent from mothers;
- ❖ Inform residents and staff of activities;
- ❖ Set up a calendar and schedule events;
- ❖ Keep records of daily activities;
- ❖ Keep ongoing communication with CSAW team and Executive Director;
- ❖ Communicate relevant information to other staff;
- ❖ Handle daily issues concerning children;
- ❖ Assess situations and request assistance where needed;
- ❖ Access available donations and subsidized activities within the community;
- ❖ Manage a budget for program materials;
- ❖ Purchase necessary supplies.

#### Preferred qualifications

- ❖ Experience and training in working with children (of all ages) and families;
- ❖ Knowledge and understanding of family violence and its effects on children;
- ❖ Education in the area of child development;
- ❖ Knowledge of recreational resources within the community;
- ❖ Self-directed, with the ability to assess program needs, initiate activities and work independently;
- ❖ Effective oral and written communication skills;
- ❖ Ability to work as an integral part of a team;
- ❖ Ability to work flexible hours;
- ❖ First Aid and CPR certifications;

- ❖ Ability to speak French and other languages a definite asset;
- ❖ Access to a vehicle.

# NELSON HOUSE OF OTTAWA-CARLETON

## MAINTENANCE WORKER – JOB DESCRIPTION

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Under the direction of the Executive Director, the maintenance worker is responsible for general cleaning and light maintenance of the shelter. The maintenance worker contributes to the services of Nelson House by ensuring that the environment is safe and comfortable for residents.

### Duties and responsibilities

#### 1. Cleaning

- At the beginning of each shift, check for maintenance requests and check with the Director and Administrative Assistant what needs to be done;
- Kitchen: conduct monthly cleaning of kitchen appliances including the fridge, stove and microwave. Dust under the kitchen fridge on a regular basis. Clean cabinet doors, wash walls, and clean glass doors regularly;
- Bathrooms: clean the bathrooms weekly;
- Sweep and/or vacuum hallways, stairwell, and front entrance and front office regularly, empty wastebaskets, dust furniture and empty paper into shredding bin on a weekly basis;
- Residents' rooms: clean and sanitize residents' rooms as these are vacated including vacuuming carpets, washing walls, cleaning doors, and washing mattresses and cribs with germicidal soap. Remove any linens and take them to the laundry room, rearrange furniture with assistance, as needed.
- Spot wash walls and glass windows, baseboards, window sills, dust furniture, blinds, light fixtures, etc as needed. Defrost freezers as needed;
- Garbage, Recycling and Food Waste: sort the recycling bins and take all out to the curb, including garbage, put all garbage, recycling and food waste out on garbage day;

#### 2. Light maintenance

- Advise the Executive Director of maintenance jobs that are required and not within the maintenance workers job description, abilities or within current safety standards;

- Interior Maintenance: do minor maintenance/repairs as needed such as fixing locks, changing electrical socket plates and light bulbs, oil door locks and hinges, lay ant traps as needed, replace baby gates, repair kitchen cupboards, adjust heating ducts, and tighten screws and assemble small furniture. Light maintenance of ventilation air quality systems;
- Snow Removal as required: clear snow from all exits and pathways around the house;
- Exterior Maintenance: Change exterior light bulbs as needed, clean up children's play area (raking, sweeping, washing structures), maintenance of gardens, trim hedges, prepare yard and house for winter;
- BBQ: Prepare the BBQ for the season, take out/put away patio furniture on a seasonal basis.

3. Other

- Advise the Administrative Coordinator when cleaning supplies need to be reordered;
- Support outside contractors when on site.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

**FOR THE EMPLOYER**

*CSavage*  
Christy Savage (Dec 16, 2024 12:42 EST)

*DSivanochko*  
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# NELSON HOUSE OF OTTAWA-CARLETON

## CHILDREN TRANSITION SUPPORT WORKER – JOB DESCRIPTION

### **A. Position Description**

#### **1. Scope of position**

Participating as a member of the team and under the direction of the Executive Director, the Children transition Support Worker is responsible for assisting children with their transition to the community. They are responsible for providing short-term counselling, support, referrals and crisis intervention to children who are residents / ex-residents of Nelson House. They contribute to ensuring the environments and services are safe and confidential.

The Children Transition Support Worker reports monthly to the Executive Director. A criminal reference check is mandatory for this position.

The work of this position will include attending bi-weekly Nelson House staff meetings, monthly project coordination committee meetings, relevant community meetings, and ongoing documentation.

#### **2. Representation in the Community**

Advocating on behalf of children's rights.

Networking with community services.

Representing Nelson House as a safe supportive shelter and providing appropriate information reflecting the philosophy and objectives of Nelson House.

Keeping informed about what is going on in the community and related areas and sharing this information with other staff.

#### **3. Key duties and responsibilities**

##### **a) Counselling/support and referral:**

- Initiates contact with children and mothers to assess needs and facilitates/empowers them to develop action plans.
- Provides support, information, resources and referral to empower Children and mothers to follow through on short-term goals.
- Advocates for clients with services and agencies, as needed.

- Creates an atmosphere of safety and trust by interacting with children and mothers in a patient, positive and non-judgmental manner.
- Assists clients to develop safety plans for their children.
- Provides practical information and assistance to facilitate smooth relocation and foster independence in the community.
- Conducts home visits and off-site meetings when required and determined as safe.
- Accompanies Children/mothers to appointments/activities in initial or crisis situations if needed and when feasible.
- Promotes involvement of Children in activities to build community-based and personal support network.
- Assists clients to use Nelson House crisis line services appropriately.

b) Counselling/support: shelter-based

- In consultation with shelter and community agency workers, assesses need and interest for follow-up services.
- Supports clients through telephone contact.
- Informing mothers about community services and activities, and providing referrals, if appropriate.
- Encouraging mothers to participate in activities with their children.
- Listening to mothers and supporting their parenting effort
- Intervening on a child's behalf, if required.
- Assisting mothers to understand the unique needs of children who have witnessed abused and are reacting to separation.

c) Crisis intervention

- Intervenes with women and children in crisis to support and assist with problem solving and planning.
- Responds to clients' crisis calls promptly and compassionately.

- Assesses level of urgency and executes emergency and legally required procedures as necessary.
- Develops safety plans.
- Empowers and supports follow-through on action plan and/or problem resolution, assisting as required.
- Provides immediate necessary information and resources.

d) Administration and documentation

- Reviews log, minutes, and file entries for new referrals.
- Documents communication information in log and files and informs agency of, scheduling of daily activities.
- Completes crisis call sheets for all crisis calls.
- Completes program statistics.
- Completes update entries on client files appropriately.
- Monitors and maintains program resources and materials.
- Contributes to the preparation of reports required by law and agency policy, as required.
- Completes letters and reports for client advocacy as per policy.
- Establishes and maintains contact information for clients.
- Conduct evaluation of program as required

e) House maintenance and security

- Updates and practices emergency procedures.
- Enforces all safety and security procedures.
- Participates in the maintenance of routine matters.
- Monitors incoming calls, visitors, and activities following safety and confidentiality policies.

- Reports all potential health, safety or security violations and maintenance requests, intervening in emergency cases.
- Contributes to improving general maintenance and security conditions.

f) **Teamwork**

- As a member of the staff team they:
- Share in representing Nelson House and the partners in the transition support project in the community.
- Liaise with Nelson House Transition support worker/CSAW.
- Share in implementation of programming.
- Share information and resources for enhancement of service delivery or professional development.
- Contribute to office organization and maintenance.
- Liaise with other community services and agencies.
- Share in tasks associated with team meetings.
- Participate in team activities in a manner that promotes the full involvement of members.
- Participate on internal Nelson House committees, as needed.
- Share in the training and orientation of new volunteers and staff.
- Contribute to the development and planning of strategies and activities to enhance and direct Nelson House services.
- Share information and consults with team members of on matters related to ex-residents and follow-up programming.

**3. Key relationships**

- To act as an effective member of the Nelson House staff team and as a partnership team member.
- Work closely with other members of Children's programs and the transition support worker.

- To keep co-workers informed and supported in order to facilitate responsible and accountable operations.
- To keep the Executive Director informed of any development within the shelter requiring further attention.
- To work cooperatively and maintain good working relationships with clients, staff, students, volunteers and the Board of Nelson House and with the clients, and staff of the partner agencies.
- To establish and maintain good working rapport with other key agencies on client matters.

#### **4. Decision making authority**

- Authority commensurate with assigned responsibilities of position within the limits written in Nelson House policies.
- Determine action and safety needs/plan with clients.

#### **5. Problem solving**

- Effectively communicate, listen and mediate with all clients.
- responsibility in assessing and informing program service delivery and development within a framework of guidelines.
- effective participation as a member of the Nelson House staff and inter-agency teams in working towards cohesive, coordinated work efforts.

### **B. Position specifications**

#### **1. Formal education and training**

- BSW, CYW, ECE or equivalent with a minimum of 2 years relevant work. Crisis intervention, counselling training and/or coursework.

#### **2. Work experience**

- experience working within a feminist framework for crisis intervention and counselling services for children victims of violence.
- experience working with children and youth.
- other relevant social service experience, including follow-up work.

- personal or life experiences which contribute to abilities, skills, knowledge in order to work with children victims of violence.

### **3. Other key skills and knowledge**

- feminist analysis of violence against women and children.
- knowledge of child development
- analysis of the many forms of oppression of groups and the relationship with violence against women and oppression.
- ability to work in crisis intervention environment.
- ability to work in a partnership program.
- abilities, skills or knowledge in working with clients in languages other than English and with cultural diversities.
- good public relations skills.
- extensive knowledge of community resources.
- effective written and oral communication skills.
- ability to effectively work as a member of a team.
- experience/knowledge working in the community.

Approved by the Board of Directors,

# NELSON HOUSE OF OTTAWA-CARLETON

## TRANSITIONAL HOUSING SUPPORT WORKER – JOB DESCRIPTION

### **A. Position Description**

#### **1. Scope of position**

Participating as a member of the team and under the direction of the Executive Coordinator, the Transition Support Worker is responsible for assisting women and children with their transition to the community. They are responsible for providing short-term counselling, support, referrals and crisis intervention to residents and ex-residents of Nelson House and to clients of the two community agency partners. They contribute to ensuring the environments and services are safe and confidential.

The Transition Support Worker reports monthly to the interagency coordination committee, composed of representatives Nelson House, Immigrant and Visible Minority Women Against Abuse (IVMWAA) and Carlington Community and Health Services (CCHS). Nelson House will hire the worker and administer this position with input from the other two agencies in selection, orientation, appraisal, supervision and activity planning. A criminal reference check is mandatory for this position.

The Transition Support Worker's time will be shared half and half between Nelson House and the other two agencies, IVMWAA and CCHS. The work of this position will include attending weekly Nelson House staff meetings, monthly project coordination committee meetings, relevant community meetings, and doing documentation,

#### **2. Key duties and responsibilities**

##### **a. Counselling/support and referral:**

- initiates contact with clients to assess needs and facilitates/empowers them to develop action plans.
- provides support, information, resources and referral to empower clients to follow through on short-term goals.
- assists clients in referral to facilitate a smooth transfer to appropriate community-based agencies.
- advocates for clients with services and agencies, as needed.
- assists clients to develop safety plans for themselves and their children

- provides practical information and assistance to facilitate smooth relocation and foster independence in the community
  - conducts home visits and off-site meetings when required and determined as safe.
  - accompanies clients to appointments/activities in initial or crisis situations if needed and when feasible.
  - promotes involvement of clients in activities to build community-based and personal support network.
  - assists clients to use Nelson House crisis line services appropriately.
- b. Counselling/support: shelter-based
- attends residents' meeting to establish a presence with residents providing information about the follow-up program, as needed.
  - in consultation with shelter and community agency workers, assesses need and interest for follow-up services.
  - provides opportunity to have peer support groups and facilitates them.
  - supports clients through telephone contact.
- c. Crisis intervention
- intervenes with women and children in crisis to support and assist with problem solving and planning.
  - responds to clients' crisis calls promptly and compassionately.
  - assesses level of urgency and executes emergency and legally required procedures as necessary.
  - develops safety plans.
  - empowers and supports follow-through on action plan and/or problem resolution, assisting as required.
  - provides immediate necessary information and resources.
- d. Administration and documentation
- reviews log, minutes, and file entries for new referrals.

- documents communication information in log and files and informs each agency of , scheduling of daily activities.
- completes crisis call sheets for all crisis calls.
- completes program statistics.
- completes update entries on client files appropriately.
- monitors and maintains program resources and materials.
- contributes to the preparation of reports required by law and agency policy, as required.
- completes letters and reports for client advocacy as per policy.
- establishes and maintains contact information for clients.

e. House maintenance and security

- updates and practices emergency procedures.
- enforces all safety and security procedures.
- participates in the maintenance of routine matters.
- monitors incoming calls, visitors, and activities following safety and confidentiality policies.
- reports all potential health, safety or security violations and maintenance requests, intervening in emergency cases.
- contributes to improving general maintenance and security conditions.

f. Teamwork

As a member of the staff team they:

- share in representing Nelson House and the partners in the transition support project in the community.
- share in implementation of programming.
- share information and resources for enhancement of service delivery or professional development.

- contribute to office organization and maintenance.
- liaise with other community services and agencies.
- share in tasks associated with team meetings.
- participate in team activities in a manner that promotes the full involvement of members.
- participate on internal Nelson House committees, as needed.
- share in the training and orientation of new volunteers and staff.
- contributes to the development and planning of strategies and activities to enhance and direct Nelson House services.
- share information and consults with team members of three partner agencies on matters related to ex-residents and follow-up programming.

### **3. Key relationships**

Relationship responsibilities are as follows:

- to act as an effective member of the Nelson House staff team and as a partnership team member.
- to keep co-workers informed and supported in order to facilitate responsible and accountable operations.
- to keep the Executive Coordinator informed of any development within the shelter requiring further attention.
- to work cooperatively and maintain good working relationships with clients, staff, students, volunteers and the Board of Nelson House and with the clients, and staff of the partner agencies.
- to establish and maintain good working rapport with other key agencies on client matters.

### **4. Decision making authority**

- authority commensurate with assigned responsibilities of position within the limits written in Nelson House policies.
- determine action and safety needs/plan with clients.

## **5. Problem solving**

- effectively communicate, listen and mediate with all clients.
- responsibility in assessing and informing program service delivery and development within a framework of guidelines.
- effective participation as a member of the Nelson House staff and inter-agency teams in working towards cohesive, coordinated work efforts.

## **A. Position specifications**

### **1. Formal education and training**

- BSW, BA or equivalent with a minimum of 2 years relevant work experience, Social Service Worker Diploma with a minimum of 4 years relevant work experience.
- crisis intervention, counselling training and/or coursework.

### **2. Work experience**

- experience working within a feminist framework for crisis intervention and counselling services for women and children victims of violence.
- other relevant social service experience, including follow-up work.
- personal or life experiences which contribute to abilities, skills, knowledge in order to work with victims of violence.

### **3. Other key skills and knowledge**

- feminist analysis of violence against women and children.
- analysis of the many forms of oppression of groups and the relationship with violence against women as an oppression.
- ability to work in crisis intervention environment.
- ability to work in a partnership program.
- abilities, skills or knowledge in working with clients in languages other than English and with cultural diversities.
- good public relations skills.

- extensive knowledge of community resources.
- effective written and oral communication skills.
- ability to effectively work as a member of a team.
- experience/knowledge working in the community.

**SIGNED IN OTTAWA, ONTARIO THIS 16TH DAY OF DECEMBER, 2024.**

**FOR THE EMPLOYER**

*CS*  
Christy Savage (Dec 16, 2024 12:42 EST)

*DSivanochko*  
DSivanochko (Dec 18, 2024 13:45 EST)

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**FOR THE UNION**

*Nora F. A.*  
Nora F. A. (Dec 16, 2024 11:26 EST)

*Lori Clarke*  
Lori Clarke (Dec 18, 2024 15:25 EST)

*Jacynthe Barbeau*  
Jacynthe Barbeau (Dec 16, 2024 13:06 EST)

:LB-cope-sepb 491  
October 25, 2024