

# COLLECTIVE AGREEMENT

**BETWEEN:**

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as the “Centre” or the “Employer”)*

Community Counselling  
Centre of Nipissing



Centre communautaire  
de counselling du Nipissing

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4720-05**  
*(Hereinafter sometimes referred to as the “Union”)*

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

**Term: April 1, 2025 to March 31, 2028**

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## **ARTICLE 1 - PURPOSE**

1.01 The parties agree that the general purpose of this Collective Agreement is to:

- a) establish and maintain fair labour standards, wage rates, and working conditions;
- b) provide a method of prompt and equitable disposition of disputes arising from the Collective Agreement;
- c) encourage competitive and efficient operations in keeping with private and public funder needs;
- d) provide service to the community in keeping with the mission statement of the Centre.
- e) It is recognized by this agreement that it is the duty of the Centre and its employees to cooperate fully, towards the advancement of said conditions.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

### **2.01 Bargaining Unit Description**

The Centre recognizes the Union as the sole and exclusive bargaining agent for all of its employees working in or out of the City of North Bay, save and except Clinical Supervisors, Program Directors, persons above the rank of Program Director, Executive Assistant, Secretary to the Executive Director, Business Manager, Office Coordinator and Bookkeeper.

### **2.02 Employee Status**

Should a dispute arise as to whether a person is an employee for the purposes of the Labour Relations Act, the matter may be submitted, by either party, to the Ontario Labour Relations Board under s.l 14 (2) of the Act and shall not be submitted to arbitration under this Collective Agreement.

### **2.03 Bargaining Unit Work**

Supervisors and employees excluded from the bargaining unit shall not perform duties belonging to the bargaining unit.

This shall not apply in the case of emergency or instruction circumstances, or when a Bargaining unit employee is not available.

It shall not be a breach of this clause for the Executive Director, Program Directors, or managers, to carry up to a maximum of three (3) cases at any one time to keep their hands-on skills current.

### **2.04 Contracting Out**

The Centre shall not contract out work regularly performed by employees in the bargaining unit, if, as a result of such contracting out, a layoff of any employees results from such contracting out.

### **2.05 Definitions**

- a) **Temporary Employee**

Temporary Employee is defined as all persons who are replacing employees absent due to illness, leave of absence including maternity / adoption / parental leave and all persons hired under contracts.

Temporary Employees shall be covered by all provisions of the Collective Agreement except for benefits as defined in Article 15, the top up provided in Article 11.05, Articles 11.06(b), 11.06(c) and 11.06(e), Article 14, and the LOU regarding Lump-Sum Payment for Professional College Fees and Work-Related Expenses, and the right to grieve the termination of their term. Temporary employees shall only be permitted to grieve the termination of their employment if the termination is discriminatory, arbitrary or in bad faith. If a permanent/part-time employee occupies a temporary position, they shall retain their permanent status and the right to any benefit as defined in Article 15 herein.

Temporary Employees shall have rights under Article 10 only as they pertain to the classification of "Temporary Employees".

Where a Temporary Employee's contract is set to expire, and in the view of the Centre they are fully skilled and qualified (which may include, but is not limited to: gender [in the case of VAW, Opioid Women's, PPMD and Sexual Assault programs], cultural capabilities [in the case of Aboriginal programs], bilingualism [in identified positions], education, specialized training and experience) for another contract held by a Temporary Employee with lesser service that expires at least sixty (60) days later than the original contract, the Centre will permit the Temporary Employee with greater service the ability to serve out the remainder of the longer contract. The Temporary Employee subsequently displaced shall be deemed to have had their contract expired.

The expiration of a Temporary Employee's term does not constitute a layoff, for the purposes of the Collective Agreement. Even with this being the case, if a Temporary Employee's term expires, the employee shall retain the right for a period of twelve (12) months, if he/she remains available, to be recalled to the same job opportunity they held with the Agency should it become available, without triggering a posting, any other job opportunity shall be posted in accordance with Article 10, and any temporary employee on recall possessing the required qualifications will be treated as an internal candidate.

The Centre will further provide extension notice letters where applicable thirty (30) days prior to the end of the contract or as soon as practicable and copy the letter to the Union.

Temporary Employees working full-time hours, after having at least four (4) months consecutive service shall begin accruing paid sick leave at a rate of one (1) day per month. Articles 15.11(c) and 15.11(f) shall apply.

Temporary Employees working part-time hours, after having at least four (4) months' consecutive service shall begin accruing paid sick leave at a pro-rated amount, based on hours worked. At no time shall any Temporary Employee accrue more than twenty (20) days. Any earned but unused sick leave will be lost at the expiry of the Temporary Employee's contract, or with any other break in service.

**b) Part-Time Employee**

A part-time employee is defined as an employee who regularly works not more than twenty-one (21) hours per week, averaged over a seven (7) week period. A

part-time employee who is filling a temporary vacancy as defined in Article 10.05 shall continue to be considered as part-time during the temporary vacancy.

**c) Vacancies**

A vacancy shall be defined as any unfilled position where there is work being performed and which is expected to last for more than three (3) months.

**d) Full-time and part-time and temporary employees are covered by the terms of this Collective Agreement unless the terms specifically express otherwise.**

## **ARTICLE 3 - NO DISCRIMINATION**

### **3.01 No Discrimination - Human Rights Code**

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either the Employer or the Union against or with respect to any employee under any ground protected under the Ontario Human Rights Code, as amended from time to time, except where there is a bona fide occupational requirement, as recognized under applicable human rights legislation.

The Employer and the Union recognize the right of every Employee to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the Ontario Human Rights Code. Further, the Employer is committed to providing a safe and healthy workplace: free from actual, attempted or threatened violence or harassment per the Ontario Occupational Health and Safety Act.

Discrimination is unequal treatment based upon any of the Prohibited Grounds in the Ontario Human Rights Code R.S.O. 1990 as amended.

Harassment is any course of vexatious comment or conduct on any of the Prohibited Grounds that is known or ought reasonably to be known to be unwelcome.

Workplace Harassment is a course of vexatious comment or conduct against a Worker in the workplace that is known or ought reasonably to be known to be unwelcome. Bullying is one form of Workplace Harassment.

Any claims of Discrimination or Harassment on any of the Prohibited Grounds may be referred under the Workplace Violence, Harassment and Discrimination Prevention Policy. Any reports of Workplace Violence or Workplace Harassment may be referred under the Workplace Violence, Harassment and Discrimination Prevention Policy or as amended.

It is agreed that the Employer will notify the Union if an Employee is either a complainant or a respondent in a claim or report under this Article prior to commencing an investigation into the claim or report.

The Parties are committed to cooperate to organize training events for the Employees aimed at educating Employees on the definitions above and the contents of the Workplace Violence, Harassment and Discrimination Prevention Policy. It is important that all Employees and Management staff are made aware of what constitutes discrimination and harassment and of the procedures and resources in place for dealing with allegations. Time spent at the training event will be time worked.

### **3.02 Union Activity**

The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the premises of the Centre during the employees' working hours except by agreement with the Centre. This provision shall not apply to brief casual discussions at any time.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union acknowledges that it is the exclusive right and function of the Centre to manage the Service and all its programs in all respects and in accordance with its rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and without restricting the generality of the foregoing:

- a) to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, to set the standards of productivity, the services to be rendered;
- b) to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to determine the amount and forms of compensation of employees;
- c) to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Centre's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of facilities, equipment, and other property of the Centre;
- d) to introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Centre; to issue, amend and revise policies, reasonable rules, regulations, and practices;
- e) The Union will be notified, and arrangements shall be made to discuss changes or new introductions to policies, rules, and regulations.

### **4.02 Exercise of Rights**

It is agreed that the Centre shall not exercise any of its rights in a manner that is inconsistent with the provisions of this Agreement.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

### **5.01 Strikes or Lockouts**

The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike. The Centre agrees that it will not illegally lockout employees. The terms "strike" and "lockout" shall bear the meaning given in the Ontario Labour Relations Act, R.S.O 1995, as amended.

## **ARTICLE 6 - UNION SECURITY**

### **6.01 Union Security**

All present employees who are now members of the Union and those employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

### **6.02 Union Dues Deduction and Remittance**

#### **a) Union Dues Deduction and Remittance**

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10<sup>th</sup> day of the month following the one in which they were deducted.

#### **b) Dues Supporting Documentation**

Along with the deductions, the Employer will provide:

- i. A completed Union dues remittance form, supplied by the Union, and,
- ii. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

### **6.03 Liability**

In consideration of the deducting and forwarding of union dues by the Centre, the Union agrees to indemnify and save the Centre harmless against any and all claims or other forms of liability that may arise out of, or by reason of, deductions made, or payments made in accordance with this Article.

### **6.04 Income Tax**

The Centre agrees to print the amount of union dues deductions paid by each employee for the previous calendar year on the employee's Income Tax Receipt.

### **6.05 Union Orientation Sessions**

#### **a) Potential Employees**

During the interview process, the Employer will advise potential employees that a collective agreement is in effect.

**b) New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or another representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

**c) Notification of New Hires**

The Union will be notified of the full name, job title/classification and employment status (e.g., full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

## **ARTICLE 7 - UNION REPRESENTATION**

### **7.01 Stewards - Appointment**

The Centre acknowledges the right of the Union to appoint or otherwise select three (3) Stewards for the purpose of representing employees in the handling of complaints and grievances. The Union shall notify in writing to the Centre of the names of Stewards and any changes made thereto.

### **7.02 Stewards - Time Away**

The parties agree that Stewards and alternate have their regular duties and responsibilities to perform for the Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of problems and or other bargaining unit duties arising from the administration of this Collective Agreement and shall be without loss of pay. Subject to the operational requirements of the Centre and its programs, permission to take time shall not be unreasonably withheld.

### **7.03 New Employees**

The Centre will, at the time of hiring a new bargaining unit employee, provide the Union Chairperson with a letter, with a copy to the employee setting out the employee's classification, salary scale and job experience.

### **7.04 Negotiating Committee**

The Centre agrees to recognize and deal with a Negotiating Committee of not more than three (3) Union members, along with representatives of the National Union, for the purpose of negotiating a renewal of this Collective Agreement. All members of the Negotiating Committee shall not lose their regular straight time earnings for attending at negotiation meetings with the Centre during their regularly scheduled working hours up to and including conciliation.

### **7.05 Access to Premises**

The Centre agrees to give the authorized staff representative of the Union, or his designate, access to the Centre for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Centre, which shall not be unreasonably withheld and provided it does not unduly interfere with the Service.

### **7.06 Bulletin Board**

The Centre agrees to provide a bulletin board for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union and Unit Chairperson, who shall be responsible for its content and will be in keeping with the spirit and intent of this Agreement.

### **7.07 Joint Union-Management Committee**

- a) There shall be a Joint Union-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the Centre. An additional resource person may accompany the representatives of either party on mutual agreement.
- b) The Committee shall meet a minimum of six (6) times annually to discuss matters of concern. Additional meetings may be called by either party to address concerns of pressing importance that cannot wait until the next scheduled meeting. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible, but no later than one (1) week before the meeting. The Chair of the Committee shall be selected by the Centre for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and a Centre member.
- a) The purpose of the Joint Union-Management Committee is to discuss items of mutual concern to Management and Staff outside of the Collective Agreement. For example, the Joint Union-Management Committee can discuss possible ways to improve conflict resolution procedures. The committee shall not have the power to alter, amend or modify the specific terms of this Agreement, nor to deal with any matter which is subject to the Grievance Procedure.
- b) Employee members of the Joint Union-Management Committee shall suffer no loss of earnings for attending meetings of the Committee during their regularly scheduled hours.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01** It is the mutual desire of the parties hereto that any complaint between an employee and the Centre with respect to the application, interpretation, or alleged violation of the Collective Agreement shall be raised and adjusted as quickly as possible.

### **8.02 Complaint Procedure**

It is understood that an employee must first engage in a conversation with their immediate Supervisor to provide the Supervisor an opportunity to respond to the identified complaint. It is generally understood that an employee has no grievance until

the employee has first given the employee's immediate Supervisor the opportunity of responding to the employee's identified complaint. Such complaint shall be discussed with the employee's Supervisor within fifteen (15) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. If the complaint is not settled within fifteen (15) calendar days of the discussions with the Supervisor, it shall be taken up as a grievance in the following manner and sequence:

### **8.03 Step One**

The employee, who may be accompanied by a Steward if the employee wishes, may submit a written grievance, signed by the employee, to the employee's immediate Supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The immediate Supervisor will deliver their decision in writing within fifteen (15) calendar days following the day on which the grievance was presented to them.

Failing settlement, then:

### **Step Two**

If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the Executive Director within fifteen (15) calendar days of the answer being given in Step One, or when the answer should have been given. The Executive Director, or designate, shall hold a meeting with the Steward and National Representative, or his designate, within fifteen (15) calendar days of the submission of the grievance. The grievor shall be present at this meeting, if so requested by either party. The Executive Director shall provide the Union with an answer to the grievance in writing within fifteen (15) calendar days of the meeting.

Emails shall be acceptable for written communication required under this provision.

### **8.04 Discharge Grievance**

The termination of a probationary employee shall not be the subject of a grievance or arbitration unless the termination is discriminatory, arbitrary, or in bad faith. A claim by an employee who has completed the employee's probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director at Step Two within fifteen (15) calendar days following the date on which notice of the discharge was issued.

Emails shall be acceptable for written communication required under this provision.

### **8.05 Policy / Group Grievance**

A grievance arising directly between the Centre and the Union concerning the interpretation, application, or alleged violation of this Agreement, or which covers identical grievances of a number of employees, shall be originated at Step Two within fifteen (15) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an individual employee which such employee could have instituted, and the regular grievance procedure shall not be thereby bypassed. A direct difference grievance by the Centre shall be presented to the Chief Steward or Vice President.

Emails shall be acceptable for written communication required under the provision.

#### **8.06 Access to Files**

Upon written request, and at mutual convenience, an employee shall have access to the employee's personnel file in the presence of the employee's immediate Supervisor for the purpose of reviewing any performance appraisals or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken. The employee shall be accompanied by a Union representative should they so choose.

#### **8.07 Warnings and Representation**

- a) All warnings and disciplinary notations shall be removed from an employee's personnel file after twelve (12) months from the date of the warning, provided the employee has been discipline-free for the period. An employee may not claim that the employee has been discipline-free for any more than the twelve (12) months if such is not the case.
- b) The Employer will inquire with the Union as to the availability of a steward prior to scheduling a meeting with a member to ensure proper representation. The Union will make every reasonable effort to have a representative available for such a meeting. The inability of the Union to provide such representation shall not unduly delay the meeting. The Employer will not be unreasonable in the application of this article.
- c) An employee is entitled to be represented by a Union Steward at any meeting at which the Centre intends to impose formal discipline or at any investigation meeting in which discipline of the employee is a reasonably expected outcome. The affected employees shall be advised of this right prior to the meeting and if representation is declined, it shall be confirmed in writing.

#### **8.08 Use of Facilities**

The Centre may grant the Union the use of the Centre space for union meetings, subject to the following conditions:

- a) requests are made in writing, at least fourteen (14) calendar days in advance;
- b) such use does not interrupt or disrupt the daily routine of the Centre;
- c) the space is available; and,
- d) the premises are kept in a tidy and clean state.

### **ARTICLE 9 - ARBITRATION**

#### **9.01 Arbitration Procedure**

- a) Failing settlement of any grievance under the foregoing procedure, the grievance

may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within twenty (20) calendar days after the decision under Step Two is given or should have been given, the grievance shall be deemed to have been abandoned.

- b)** The parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Therefore, notwithstanding clause (c) below, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance, or group thereof, and the time limits for referral to arbitration will be extended accordingly. The parties will share equally, the fees and expenses, if any, of the mediator.
- c)** When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out above.

The referring party shall give the other party, within the time limits set out above, the names of three arbitrators for consideration by the other party. If none of the arbitrators are accepted within ten (10) calendar days, the responding party shall provide the names of three arbitrators to the party advancing the grievance. If the parties fail to agree on an arbitrator within an additional ten (10) calendar days, the advancing party may request the appointment of an arbitrator by the Ministry of Labour.

- d)** A sole Arbitrator, may resolve the grievance by:
  - i. confirming the management's action in dismissing or suspending the employee; or
  - ii. reinstating the employee with full, partial or no compensation for time lost, and with or without benefits and seniority; or,
  - iii. any other arrangement which is just and equitable in the circumstances.
- e)** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- f)** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.
- g)** The sole Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- h)** The decision of sole arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- i)** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned. If either party fails to answer a grievance within a time limit specified in this Article, the other party may move the grievance to the next stage, as if an adverse decision had been given within the time limits set out.
- j)** With the mutual agreement of the parties, the parties may appoint a Board of

Arbitration consisting of one Employer nominee (chosen and paid for by the Centre), one Union nominee (chosen and paid for by the Union) and a chairperson agreed to by the parties (with costs split by the parties). The arbitration process in the event a Board of Arbitration is utilized shall be the same as indicated above.

## **ARTICLE 10 – SENIORITY**

### **10.01 Definition**

Seniority is the principle of granting preference to employees in accordance with their length of continuous employment for vacancies and promotions to positions within the bargaining unit, layoff, and recall from layoff, applied as set out in the provisions below, and vacation scheduling as set out in Article 14.

### **10.02 Probationary Period**

- a) Newly hired employees shall be considered to be on probation for a period of (4) months from date of last hire. Where an employee is absent from scheduled work during the probationary period, the period shall be extended by the number of scheduled work days that the employee was absent. If retained after the probationary period, the employee shall be credited with seniority back to the employee's date of last hire. The termination of an employee during the employee's probationary period shall not be the subject of a grievance or arbitration unless the termination was discriminatory, arbitrary or in bad faith. The Centre may request in writing from the Union, an extension for a period not to exceed two (2) additional months, and such request shall not be unreasonably denied.
- b) Part-time employees shall accumulate seniority on the basis of hours worked. All provisions governing part-time employees shall be proportionately translated into an hours worked formula for part-time on the basis of one (1) year equaling One thousand, eight hundred and twenty (1,820) hours. Notwithstanding the foregoing, under no circumstances will the probationary period exceed one (1) year from the date of hire.
- c) Temporary employees shall accumulate seniority on the basis of hours worked. All provisions governing contract employees shall be proportionately translated into an hours worked formula for contract on the basis of one (1) year equaling One thousand, eight hundred and twenty (1,820) hours.
- d) Hours accumulated during a contract period shall be recognized as hours worked during the probationary period. For clarity, Article 10.05(c) shall continue to apply to all job movement.

### **10.03 Seniority List**

- a) There shall be a seniority list for all full-time employees who have completed their probationary period and a separate seniority list for all part-time employees who have completed their probationary period and a separate seniority list for all contract employees who have completed their probationary period. Such lists shall be maintained by the Centre. Every six (6) months, the lists shall be revised, and a copy posted on the Centre's bulletin board.

- b) A copy of the seniority lists shall also be sent to the Union.

#### **10.04 Deemed Termination**

Seniority shall be maintained and accumulated except an employee shall lose all seniority and shall be deemed to be terminated:

- a) if the employee quits;
- b) if the employee is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- c) if the employee has been absent due to layoff for a period of eighteen (18) months;
- d) if the employee has been absent from scheduled work, without a reason satisfactory to the Centre, for period of three (3) consecutive working days;
- e) if the employee is absent due to illness or disability, for a period of twenty-four (24) months. An employee shall not be terminated under this clause where the circumstances conflict with the provisions of the Human Rights Code or the Workers' Compensation Act. It is further understood that prior to enacting any such termination, the Employer will ensure that there are no opportunities to accommodate the employee, and that the employee is not fit for a return to work at present or in the foreseeable future;
- f) if the employee fails to report for work after a layoff within fourteen (14) calendar days after date of recall notice sent by registered letter to the employee's last address known to the Centre.

#### **10.05 Job Posting**

- a) Where a vacancy occurs in a classification in the bargaining unit or a new classification which falls within the Bargaining Unit is created by the Centre, such vacancy shall be posted within 14 calendar days (including the duration of the vacancy when known), for a period of seven (7) consecutive calendar days. Employees may apply for the posted positions during the posting period. Prior to initiating an external recruitment, internal applicants shall be considered.
- b) Employees shall be selected for positions under 10.05(a) by considering the applicants on the basis of the following factors:
  - i. seniority, and;
  - ii. skill, ability, and qualifications.

Where, in the judgment of the Centre, the factors in (ii) are relatively equal amongst applicants, then the factor in (i) shall govern.

There shall be no external reference checks as part of the selection process for internal applicants.

- c) The successful applicant shall be placed on trial for a period of forty-five (45) working days. Conditional on adequately performing the job, the employee shall be declared permanent after the trial period. Where, in the judgment of the Centre or the employee that they cannot adequately perform the normal requirements of the job during the trial period, the employee shall be returned to the employee's former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and salary level without loss of seniority. If more than one applicant would have been successful at the time of the posting, the Centre may consider the subsequent qualified applicants without the need for re-posting the job.
- d) The Centre shall post the name of the successful applicant to a posting, if any, within seven (7) calendar days of making selection.
- e) The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment within the bargaining unit within seven (7) calendar days.

#### **10.06 Layoff and Recall**

- a) Layoff shall be made on the basis of reverse seniority within the affected team providing that the employee retained has the skill, ability, and qualifications to maintain the same level of service within the program with no additional training other than basic orientation.
- b) Employees on layoff shall be recalled in the order of seniority provided that they are qualified to perform the available work.
- c) The Centre shall provide such written notice of layoff to the Union and to employees as is required by the Employment Standards Act.
- d) An employee who has been given a notice of layoff may elect to do the following:
  - i. accept the layoff;
  - ii. displace an employee who has less Bargaining Unit seniority where the employee has the skill, ability, and qualifications to perform the work and requires no additional training other than orientation.

The employee shall indicate to the Supervisor, in writing, which of the aforementioned options the employee wishes to exercise within ten (10) calendar days from the date the notice of layoff was received and if electing option (ii), shall identify to the Supervisor, the junior employee the employee wishes to displace. The Centre shall determine and notify the junior employee of the impending layoff.

Any employee displaced by the above procedure shall have the right to displace an employee with less seniority in the Bargaining Unit where the employee has the skill, ability, and qualifications to perform the work and requires no additional training other than orientation.

- e) When any vacancy occurs while an individual is on layoff, the provisions of Article 10.05 shall be exhausted for internal candidates prior to recalling individuals from layoff. It is understood that there shall be no new hires while there is an individual on lay off until the recall process has been exhausted.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **11.01 Personal Leave**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Centre. Such requests shall be submitted to their immediate supervisor and are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### **11.02 Union Leave**

- a) Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Employer, there shall be accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the Executive Director and such renewal shall not be unreasonably withheld. The Union shall reimburse the agency for the continuance of such employee on the payroll which includes the full cost of payroll and benefits.
- b) Union members on authorized Committees, including Grievors, meeting with the employer on grievance up to and including Arbitration, or negotiations up to and including mediation or conciliation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.
- c) Employees requesting time off for the purposes of Union conventions or other union business not connected with this agreement, shall be granted such time off subject to the following conditions:
  - i. When the Union requests time off for an employee or employees to perform Union business, and if such time off is granted, the Union shall reimburse Centre for the full cost of the employee's salary and benefits for the duration of the leave.
  - ii. Upon application in writing to the Executive Director by the Vice President the Union, a maximum of three (3) employees shall be allowed or given a leave of absence with pay (with the Union reimbursing the Centre for the full cost of the employee's salary and benefits and without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days duration at any one time.
  - iii. Application for such leave of absence shall be made at least five (5) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation and operational requirements but shall not be unreasonably withheld.

- iv. The maximum cumulative leave in any one calendar year shall not exceed forty (40) days.

### **11.03 Bereavement Leave**

- a) An employee who notifies the Centre as soon as possible following a death in the employee's immediate family shall be granted all scheduled shifts within a window of seven (7) consecutive calendar days off work without loss of the employee's regular pay from the employee's regularly scheduled hours, including the day of the funeral in order that the employee may make the arrangements for and/or attend the funeral of a member of the employee's immediate family. "Immediate family" shall mean parent, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law and daughter-in-law, grandparents, grandchildren, or any other relative who has been residing in the same household as the employee for a significant period of time and for whom the employee has responsibility to make funeral arrangements.
- b) For the purpose of this provision, "spouse" shall mean a person of either sex in a relationship of some permanence with a member of the bargaining unit. For clarification, parent and child includes step-parent and step-child.
- c) Three (3) days shall be allowed for the following: uncles, aunts, nieces, and nephews.
- d) At the sole discretion of the Executive Director, additional days may be granted if travel to the funeral requires more than one (1) day.
- e) In the event a winter death results in a spring/summer burial, one day of bereavement leave may be deferred and utilized to attend the burial or celebration of life. Alternatively, an employee may be able to use earned credits (limited to earned vacation time, flex time, or float day) to attend the burial or celebration of life.

### **11.04 Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not suffer any loss of the employee's earnings because of such attendance during the employee's regularly scheduled working hours provided that the employee:

- a) notifies the Centre immediately upon the employee's notification that the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Centre the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.
- d) Where the employee's attendance is not required for the whole day, the employee shall return to work immediately upon the employee's release from duty.

### **11.05 Maternity / Adoption / Parental Leave**

Maternity / Adoption / Parental Leaves shall be granted in accordance with applicable relevant legislation. Employees who are off on Maternity/Adoption/Parental Leave and in receipt of Employment Insurance benefits will receive a top up equal to sixty dollars (\$60.00) per week for full-time employees and thirty dollars (\$30.00) per week for part-time employees. Such employees will receive the top-up during the time they are in receipt of Employment Insurance benefits, not to exceed fifteen (15) weeks for Maternity/Adoption and eight (8) weeks for Parental Leave. Where the *Employment Standard Act* requires continuation of group benefits during such leave, and where the employee is enrolled in the group benefits plans at the commencement of the leave, the employee will be required to remit their LTD premiums. Should the employee fail to remit their LTD premiums, all benefit coverages will be terminated for the duration of the leave.

### **11.06 Education Leave, Loans, and Certification**

- a) Where the Centre instructs an employee to attend a seminar or conference directly related to the Centre's programs, it shall provide leave of absence for such employee, without loss of pay from the employee's regularly scheduled working hours to attend such seminar or conference. In addition, the Centre shall pay for such seminar or conference.
- b) Leave of absence for the purpose of taking educational courses directly related to the work of the Centre may be granted at the sole discretion of the Executive Director and subject to any budgetary constraints. Such leave may be granted with or without pay, at the sole discretion of the Executive Director. It is understood that such leave shall not be used to gain any basic qualifications for positions within the Centre. However, it can be used to upgrade any formal educational qualifications. The Union supports the principle of its members' responsibility for their own professional development. The Centre recognizes its role in providing such staff development and training as it deems appropriate.
- c) The Centre shall endeavor to advance funds to employees for the purpose of attending approved educational courses. Such funds shall be in an amount no greater than the net weekly salary for the employee in question. The employee agrees to sign a repayment agreement\* which would specify the amount of payroll deductions to be effected for each subsequent pay period.
- d) Where practicable, the Centre shall post crossover training opportunities as far in advance as possible. Interested employees may apply for such crossover training. Staff selection for the crossover training will be at the sole discretion of the Executive Director.  
  
(Clarity note: "Crossover" training means occupying a position within the Agency for the purpose of apprenticing for a limited time period.)
- e) Prior to granting leave for training or Professional Development the Centre shall discuss with the employee whether flex time will be granted for travel or unforeseen delays.

### **11.07 Effect of Absence**

- a) Where a leave of absence without pay exceeds thirty (30) calendar days, the Centre's subsidies for benefits shall cease. Employees on such leave shall have the right to continue to participate in such benefits for which they are eligible provided that they assume the full cost of premiums and make appropriate arrangements for full payments of all subsidized employee benefits to ensure the employee's continuing coverage.
- b) It is understood that during any leave of absence not exceeding thirty (30) calendar days, both seniority and service will accrue.
- c) During a leave of absence without pay exceeding thirty (30) calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. Also, during the period of absence, credit for seniority shall be suspended and shall not accrue.
- d) This provision shall not apply to an employee on a leave under Article 11.05 and 15.11. In those cases, the language of those articles shall instead apply.

For employees on a leave under Article 15.10, the provisions herein shall apply after seventeen (17) weeks, instead of after thirty (30) days.

### **11.08 Voting**

An employee shall be granted a leave of three (3) consecutive hours immediately prior to the closing of the polls in the case of a Municipal or Provincial election, and four (4) consecutive hours in the case of a Federal election. This leave shall be without loss of earnings or benefits for regularly scheduled hours of work.

### **11.09 Family Medical Leave**

The Employer shall grant Family Medical Leave in accordance with the provisions of the Employment Standards Act, with no loss of seniority or group benefits (subject to the eligibility requirements of the group benefits plan being met). For group benefits to be continued, the Employee is required to remit their LTD premiums.

### **11.10 Domestic Violence/Abuse**

Further to the above, the Union and the Employer agree that domestic violence is not a private matter. Domestic Violence is a workplace issue that affects a significant number of union members and that makes it a mutual concern. We know that when domestic violence follows workers onto the jobsite the impacts are far reaching for the worker and potentially co-workers and it can be lethal.

- i. The Employer agrees that employees who are victims of domestic abuse shall be granted access to any earned credits for time off under the collective agreement, or a leave of absence without pay. Due to the cyclical nature of the behaviour, it is agreed that this leave shall be granted as required including on a daily basis if required.

- ii. In cases of Domestic violence, the Employer shall ensure that appropriate measures are put in place, as required under the Occupational Health and Safety Act, to protect workers from domestic violence situations in the workplace.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

### **12.01 Normal Hours**

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days per week:

- a) The normal daily hours of work shall be seven (7) hours exclusive of a one (1) hour unpaid meal period;
- b) Employees shall be entitled, subject to the exigencies of service requirements, to two (2) relief periods during the day on the basis of fifteen (15) minutes for each half (1/2) of the work day. The scheduling of meal periods and relief periods shall be determined by Supervisors;
- c) The normal work week shall be thirty-five (35) hours.

### **12.02 Flextime**

- a) Hours in excess of those described in 12.01 shall not normally be permitted except as referenced below.
- b) Employees are responsible for managing their schedules in a manner arranged in consultation with their immediate supervisors.
- c) Employees shall make every effort to balance their work schedule within seven (7) hours in a day or thirty-five (35) hours in a week.
- d) Where it is necessary for an employee to perform work beyond seven (7) hours in a day or thirty-five (35) hours in a week, such hours shall be compensated as flex time on the basis of time for time.
- e) Where, after consultation with the employee's immediate supervisor, work in excess of normal daily or weekly hours is deemed necessary for the purpose of meeting the needs of a client, the needs of specific projects or programs or the needs of the Centre, consistent with funding Ministry guidelines, an employee will be permitted to accumulate flex time to a maximum of Twenty-one (21) hours at any one time.

**CLARITY NOTE:** It is understood that circumstances may arise where the requirement for prior consultation cannot be met. In such cases, the employee's immediate supervisor shall be provided with all required information to support the employee's flex time claim either on the employee's next scheduled day of work or by email transmission within the required timeframe.

- f) Under no circumstances shall an employee work in excess of forty-four hours

in a work week (Sunday to Saturday) without expressed written permission from the employee's immediate supervisor.

## **ARTICLE 13 - HOLIDAYS**

### **13.01 Recognized Holidays**

- a) The following shall be recognized holidays;

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	December 26
National Day for Truth & Reconciliation	National Indigenous Peoples Day

Should any of the above days fall on a weekend, either the Friday before the weekend, or the Monday following the weekend shall be scheduled as the holiday, at the discretion of the Executive Director.

If another provincial holiday should be proclaimed during the term of this agreement, such additional legislated holiday will be added to the Recognized Holiday list above.

- b) **Floater Day**

Notwithstanding 13.01 a) above, all full-time and part-time employee who have completed their probationary period will receive one (1) floater day to be taken within the contract year 1<sup>st</sup> April and 31<sup>st</sup> March.

**13.02** Subject to Article 13.03 below, a full-time employee shall be entitled to receive a recognized holiday off with pay in the amount of the employee's regular straight time earnings provided:

- a) the employee works the employee's scheduled work day on each of the scheduled working days immediately preceding and following the holiday, unless the employee is absent due to vacation, or absent due to an illness or injury which commenced within two (2) months of the date of the holiday, or a paid leave of absence or union leave, provided the employee is not otherwise compensated for the holidays;
- b) the employee has been employed by the Centre for at least three (3) months preceding the holiday.

Subject to Article 13.03 below, a part-time employee shall be entitled to receive a recognized holiday off with pay in the amount as per the calculations in the *Employment Standards Act*, provided that the conditions in (a) and (b) are met.

### **13.03 Working on Recognized Holiday**

Where the Centre requires an employee to work on a recognized holiday and the employee does, such employee shall receive time off from regularly scheduled hours

without loss of regular earnings on the basis of one and one-half (1 1/2) hours for each hour worked on the holiday. Such compensating time off shall be taken within sixty (60) calendar days at a time mutually agreed between the employee and the employee's supervisor.

#### **13.04 Vacation During Holiday**

Should a recognized holiday as defined in 13.01 a) fall during an employee's vacation, the extra day or days may be added to the vacation or taken at a later date at a time mutually agreed between the employee and the employee's supervisor or added to the time taken by the employee as scheduled vacation.

#### **13.05 Part-Time**

Where a holiday falls on the regularly scheduled work day of a salaried part-time employee, such employee shall receive the day off with pay in the amount of the employee's regular straight time earnings, subject to the conditions set out in Article 13.02(a) and (b).

#### **13.06 Christmas Eve**

All employees will receive one-half (1/2) day off with pay on 24 December. In the event that 24 December falls on a Saturday or Sunday, employees will receive the one-half (1/2) day off with pay on the Friday immediately preceding.

### **ARTICLE 14 - VACATIONS**

#### **14.01 Entitlement**

Full-time employees shall receive vacation pay on the following basis:

a) After having completed one (1) year of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of three (3) weeks with pay. The employee shall begin accruing this rate on their first day of employment. Earned entitlement may start to be utilized by the employee after they have completed six (6) months of continuous service, understanding that this will impact the paid vacation entitlement available to them to be used in the year following the first year of employment.

b) After having completed (2) years or more of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of four (4) weeks with pay. The employee shall begin accruing this rate at their one (1) year anniversary date.

After having completed five (5) years or more of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of five (5) weeks with pay. The employee shall begin accruing this rate at their four(4) year anniversary date.

c) After having completed ten (10) years or more of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of six (6) weeks with pay. The employee shall begin accruing this rate at their nine (9) year anniversary date.

- d) After having completed twenty-five (25) years or more of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of seven (7) weeks with pay. The employee shall begin accruing this rate at their twenty-four (24) year anniversary date.
- e) After having completed thirty (30) years or more of full-time continuous service with the Centre the employee shall be entitled to vacation pay at a rate of eight (8) weeks with pay. The employee shall begin accruing this rate at their twenty-nine (29) year anniversary date.
- f) In addition to the foregoing, on the employee's anniversary date immediately after completing twenty (20) years of full-time continuous service, the employee shall be credited with an extra one (1) week of vacation to be used in that year only.

It is understood that at no point may an employee's vacation bank go into deficit.

#### **14.02 Vacation Scheduling**

The Centre shall endeavor to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the agency. Scheduling shall be done on a Program-by-Program basis.

In the case of conflicting vacation requests, seniority in the particular Program shall govern, provided however, that an employee may exercise such seniority only once in a calendar year, and only where the requests are submitted by the dates set by the Centre for scheduling vacations. Scheduling for Christmas holidays shall be done yearly, on a staff rotation basis. Such scheduling will be approved keeping in mind the efficiency of the Centre's operations.

#### **14.03 Vacation Carryover**

An employee entitled to more than four (4) weeks of vacation in any vacation year may carry over one (1) week of vacation into the next year, provided the employee makes the request at least six (6) weeks prior to their anniversary date and such carry-over does not unduly interfere with the efficient operation of the Centre.

#### **14.04 Part-Time Employees**

Part-time employees shall receive eight percent (8%) of their earnings in respect of vacation pay, payable prior to the end of the fiscal year. Vacation time off shall be pro-rated on the basis of hours worked by the part-time employee as set out in Article 10.02(c)(ii).

### **ARTICLE 15 - HEALTH AND WELFARE BENEFITS**

#### **15.01 Premium Payment**

The Centre's sole obligation for health and welfare benefits shall be to pay one hundred percent (100%) of the billed premium costs for all participating eligible employees in the active employ of the Centre under the insurance plans provided herein, subject to their respective terms and conditions, including any enrollment

requirements. The plan booklets produced by the provider will provide the details of the coverage.

#### **15.02 Extended Health Care and Health Care Spending Account**

Extended Health Care Benefits as provided under the Centre Group Insurance Plan.

Effective January 1, 2026, a Health Care Spending Account of \$250 each year for each employee enrolled in the Extended Health Care Benefits will be provided.

#### **15.03 Dental**

Dental Benefits as provided under the Centre Group Insurance Plan.

#### **15.04 Life Insurance**

Life Insurance Plan as provided under the Centre Group Plan.

#### **15.05 Part-Time**

Part-time employees who meet the eligibility requirements of the group benefits plan (in accordance with the plan text) will be required to participate in the plan, in accordance with the terms of the plan.

#### **15.06 Carrier Change**

It is understood that the Employer may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are not changed. Before making such substitution, the Employer shall notify the Union to explain the proposed change.

#### **15.07 Active Employ**

"Active employ" excludes absences without pay from the Centre in excess of thirty (30) calendar days, or any period after the short-term sick leave period.

#### **15.08 New Employees**

New permanent employees will be entitled to the above benefits after completing six (6) months of permanent employment.

#### **15.09 Employees and Family Assistance Program**

Employees and their immediate partner and child dependent residing with the employee will receive up to three (3) counseling sessions per year, per employee, immediate partner, and child dependent. Counseling sessions must be through recognized service providers to a maximum of one hundred and fifty dollars (\$150.00) per session.

#### **15.10 Sick Leave**

##### **a) Definition**

Provided an employee has completed the employee's probationary period, sick leave means the period of time an employee is granted a leave of absence from scheduled working hours due to being ill or disabled, or due to the illness of a child dependent residing with the employee.

b) Accumulation Bank  
There shall be a Sick Accumulation Bank for each full-time employee in the employ of the Centre who has completed the employee's probationary period. Such employees shall accumulate sick credits at the rate of one and one half (1 ½) days per completed month of active full-time work to a maximum of forty (40) days, (of) which may include up to six (6) days of "Mental Health Leave" during any contract year. Part-time employees shall accumulate sick credits pro-rated on the basis of hours worked.

c) Absence  
Where an employee is absent from work as defined in (a) above, (except on designated holidays), the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Credit Accumulation Bank to the extent of the employee's credits in the Bank.

Subject to government approval of the Employer's Supplementary Unemployment Benefit plan:

Once the credits in the Sick Credit Accumulation Bank have been exhausted, an employee not fit to return to work due to reasons of non-occupational personal illness or injury shall apply for Employment Insurance. For the period up to the first seven (7) weeks that said employee is in receipt of EI benefits, the Employer will provide supplemental unemployment benefit (top-up EI benefits) equal to the difference between the amount the employee is receiving from EI and seventy percent (70%) of the employee's regular earnings with the Employer. The employee will furnish the Employer with the EI statement for entitlement to be calculated and to serve as proof that the employee is in receipt of benefits.

d) Long-Term Disability  
Sick credits shall be neither accumulated nor drawn out when an employee is on Long-Term disability.

e) Medical Verification  
The Parties recognize that the Centre may require medical verification of any illness in excess of three (3) consecutive days.

#### **15.11 W.S.I.B.**

- a) All employees shall be covered by the *Workers' Safety and Insurance Act*.
- b) An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.
- c) While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*, for the duration required by the *Act*, subject to the terms of the plan(s).

- d) Employees will have access to employer paid sick leave and/or Long-Term Disability (LTD), subject to the terms of the plan(s), until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

## **ARTICLE 16 – MISCELLANEOUS**

### **16.01 Collective Agreement**

The cost of printing the Collective Agreement in a mutually agreeable manner and form will be shared equally by the Centre and the Union.

### **16.02 Correspondence**

- a) A copy of all correspondence between the Centre and the Union regarding the Collective Agreement shall be sent to the designated Local Union Representative.

- b) **Contact Information**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone 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 employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive twice per year (the Union may request when this occurs).

- c) The Employer agrees to provide the Union with a copy of its French Language Services Annual Report.

### **16.03 New Classifications**

If the Centre establishes a new classification in the bargaining unit, the Centre shall advise the Union of the new classification and the rate established. If requested, the Centre agrees to meet with the Union to discuss the wage rate. Where the Union does not agree with the rate established by the Centre, a grievance may be filed at Step Two of the Grievance Procedure within fifteen (15) calendar days of the meeting to discuss the rate. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration pursuant to the procedure set out in this Collective Agreement, it being understood that any Arbitration board shall be limited to establishing a rate based on the relationship existing amongst the other classifications in the bargaining unit and the duties and responsibilities of the classification involved.

### **16.04 Job Description**

The Centre shall provide the Union with job descriptions for all jobs in the bargaining unit. Prior to implementing any changes to existing job descriptions, the Centre shall discuss such changes with the Union through the Labour-Management Committee.

## 16.05 Travel Allowance

a) Personal Automobile

Employees shall be reimbursed for authorized use of their personal automobile on Centre business at a rate of sixty cents (\$0.60) per kilometer.

b) Out of Town Travel

Where an employee is directed by the Centre to travel out of town on the Centre's business, such employee shall be reimbursed for reasonable expenses incurred as follows:

Travel: actual cost of the most economical and reasonable means of transportation (airfare, rental vehicle or other public transportation, or the automobile use reimbursement as set out above, as approved by the employee's supervisor;

Accommodation: actual cost of approved hotel room;

Meal Allowance: meal allowance shall be payable upon receipts being provided and is to not exceed the following amounts: breakfast - \$15.00, lunch - \$25.00, dinner - \$35.00;

When away for the entire day, the value of meals may be combined into a per diem, but receipts are still required.

Other: actual cost of necessary and reasonable expenses incurred for parking and taxis, for which receipts are to be provided.

c) CAA

The Centre will provide, at no cost, to employees who are required to have a vehicle as a condition of employment, with the Canadian Automobile Association (CAA) membership, or access to an alternative roadside assistance program. The benefit will not be changed without the consent of the Union during the term of the Collective Agreement.

d) Parking

The Centre will provide, at no cost, to the employees parking at or near the office location, (McIntyre Street).

## 16.06 Pay Days

Employees shall be paid the salary rates set out in the Attached Appendix "A" by direct deposit every second Thursday.

## 16.07 Classification Change

An employee who is assigned to perform the required duties of another classification for a period of one day or more shall receive the greater of the employee's own rate of pay or the start rate of the other classification.

## 16.08 Inclement Weather

Where inclement weather results in potentially dangerous travel conditions in the

reasonable view of the employee, the employee will contact their supervisor as soon as practicable of their inability to travel. In such a circumstance, where the employee, in the reasonable view of the Employer, is able to work remotely, they will be permitted to do so. Where the employee is not able to work remotely in the reasonable view of the Employer, the employee shall be permitted to use flex or vacation credits for the time away.

## **ARTICLE 17 – LEGAL LIABILITY**

- 17.01** The Employer has furnished the Union with a copy of its general liability insurance. The Employer agrees to maintain and pay the premium costs for a general liability insurance policy in the amount of \$5,000,000.00 of coverage. The Employer further agrees to provide the Union with a copy of the insurance policy which is in effect when requested.
- 17.02** Should the Employer become aware of any legal action, claim or proceeding brought against an employee, the Employer will as soon as possible, notify and advise the President of the Union, or their designate, of any significant matters that may potentially impact the employee's ongoing employment. Within this context, the employee has the right to have the President of the Union, or their designate, participate at any/all meetings held by the Employer with that employee.

## **ARTICLE 18 – DUTY TO ACCOMMODATE/RETURN TO WORK**

- 18.01** The Parties recognize their obligations under the *Ontario Human Rights Code* as it relates to WSIB, sick leave, LTD, Return to Work, Accommodation, modification, and disability.
- 18.02** It is the responsibility of persons with disabilities to:
- Inform the employer of their needs;
  - Cooperate in obtaining necessary information including medical and other expert opinions;
  - Participate in discussions about solutions, and
  - Work with the employer and the union on an ongoing basis to manage the accommodation process.
- 18.03** The Union must:
- Take an active role as a partner in the accommodation process;
  - Share joint responsibility with the employer to promote accommodation, and
  - Support accommodation measures regardless of the collective agreement.
- 18.04** The Employer is required to:
- Consider accommodation requests in good faith;
  - Request appropriate information relevant to the accommodation request;
  - Obtain expert advice or opinion where necessary;
  - Take an active role in ensuring that all possible solutions up to the point of undue hardship are examined;
  - Appropriately protect the confidentiality of information collected related to accommodation requests;
  - Deal with accommodation requests in a timely way, and to bear the cost of any

required medical information or documentation to a limit prescribed by policy, and any independent medical examination required by the Employer.

**18.05** The Parties agree that employees have a right to Union representation to support them in any matter of accommodation and return to work.

**18.06** To the extent possible, the parties will ensure fair, consistent, and equitable treatment of all employees requiring assistance when returning to work from an injury or illness. All processes in relation to Return to Work or Work Accommodation will adhere to the terms of the Collective Agreement as well as all applicable statutes, regulations, or guidelines, which includes, but may not be limited to the following:

- (1) Personal Health Information Protection Act (PHIPA);
- (2) Personal Information Protection and Electronic Documents Act (PIPEDA);
- (3) Workplace Safety and Insurance Act (WSIA);
- (4) Occupational Health and Safety Act (OHSA);
- (5) Ontario Human Rights Code.

In the event there is a conflict of interest between a provision of the collective agreement and an applicable statute or regulation, the legislation shall prevail.

**18.07** Aggregate information related to workplace accommodations shall be reviewed on an annual basis by the Joint Occupational Health and Safety Committee for the purpose of identifying potential trends that could highlight the potential workplace health and safety concerns.

## **ARTICLE 19 – HEALTH AND SAFETY**

### **19.01 Responsibilities**

The Employer will take every precaution reasonable in the circumstances for the protection of employees.

The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern and is everybody's responsibility. The parties will cooperate on promoting and improving practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.

The Employer shall not dismiss, intimidate, coerce, suspend, or practice discrimination or take reprisals against a worker, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

### **19.02 Health and Safety Committee**

- a) A joint management and employees Health and Safety Committee will be established according to the OH&S Act; the committee will endeavour to meet monthly but will meet at least ten (10) times annually. Scheduled time spent in

such meetings is to be considered to be time worked and will be paid according to the collective agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.

- b) The worker members of the committee (with a number as required under the OH&S Act) will be selected by the Union, with the required number of certified worker representatives under the OH&S Act being trained to be a certified member as defined under the OH&S Act. Training will be provided with full costs paid by the Employer (including keeping pay whole).

### **19.03 Duties of the Committee**

The chairpersons of the committee shall jointly designate members of the committee to perform the outlined duties of the committee as follows:

- i. if two or more members are designated, at least half of the members shall be employee members; or
- ii. if one member is designated, the member shall be an employee member.

The duties of the committee will be as articulated under the OH&S Act.

### **19.04 Personal Protective Equipment**

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied, instructed, and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals appropriate in the circumstances and the Employee will participate in such instruction and training.

### **19.05 Work Refusal under Health and Safety**

Employees have a right to refuse unsafe work under the OH&S Act. No employee will be disciplined for initiating a work refusal, provided that their refusal to work was made in good faith.

### **19.06 Union Notification**

A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the committee.

## **ARTICLE 20 – WORKLOAD**

**20.01** The Employer recognizes that the issue of workload is of concern to bargaining unit employees. The Union recognizes the Employer's responsibility to provide services through employees in accordance with the Ministry and agency standards. It is also the responsibility of the Employer to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

The Employer and the Union are committed to maintaining a workplace that

demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every employee.

In keeping with this, employees are encouraged to raise workload concerns with their supervisor during supervision conversations. Additionally, the Union and the Employer agree that "Workload Concerns and Suggested Solutions" will be a standing item on the agenda of the Joint Union-Management Committee.

## **ARTICLE 21 – PENSION PLAN**

**21.01** In this Article, the terms used shall have the meanings described:

- a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - i. the straight time component of hours worked on a holiday; and
  - ii. holiday pay, for the hours not worked; and
  - iii. vacation pay; and
  - iv. sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances, and similar payments are excluded.

- c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the employer.

**21.02** Each eligible employee shall contribute a minimum of 3% of Applicable Wages to the Plan per pay period. Employees may elect to contribute a higher percentage of their Applicable Wages, subjects to confirmation and approval by the Multi-Sector Pension Plan (MSPP) regarding contribution flexibility.

The Employer shall contribute an amount equal to 3% of Applicable Wages on behalf of each eligible employee for each pay period, regardless of the employee's elected contribution rate.

**21.03** The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

**21.04** The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 21.04 of the agreement include:

- a) To be provided at plan commencement:
  - date of hire;
  - date of birth;
  - Social Insurance Number;
  - date of first contribution;
  - seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
  - gender.
  
- b) To be provided with each remittance:
  - name;
  - Social Insurance Number;
  - monthly remittance;
  - pensionable earnings;
  - year to date contributions;
  - employer portion of arrears owing due to error, or late enrolment by the Employer.
  
- c) To be provided initially and as status changes:
  - full address;
  - termination date where applicable (MM/DD/YY)
  - marital status, and any change to marital status;
  - date of death (if applicable);
  
- d) To be provided annually but no later than December 31:
  - current complete address listing for all eligible employees;
  - period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
  - period(s) of lay-off, while subject to recall;
  - period(s) of absence for pregnancy or parental leave;
  - period(s) of strike or lockout;
  - other leaves of absence.
  - hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

## **ARTICLE 22 – PANDEMIC PPE SUPPLY**

**22.01** In addition to Personal Protective Equipment (PPE) supplies required for regular use, the Employer agrees to maintain a supply of all Pandemic PPE supplies on the Employer's property. Such supplies shall include, but not be limited to, hand sanitizer, cleaning products, and masks.

**22.02** In the event of a pandemic, the Employer shall work with the Joint Health and Safety Committee to determine PPE requirements and procedures.

**ARTICLE 23 – DURATION**

**23.01 Term of Agreement**

This Agreement shall become effective on April 1, 2025 and continue in effect until March 31, 2028 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

**23.02 Amendments or Termination**

- a) Notice that amendments are required or that either desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.
- b) If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**


**FOR THE EMPLOYER**



Mary Margaret Fuller  
Mary Margaret Fuller (2026-01-28 15:10:14 EST)

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**FOR THE UNION**



Amy Gendron (2026-01-19 14:38:19 EST)



Elisa Butoyi (2026-01-20 10:58:03 EST)



Evan Dokis (2026-01-19 10:48:48 EST)



Wayde Smith (2026-01-21 16:05:47 EST)



Jacqueline Comeau (2026-01-19 13:12:01 EST)

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## **APPENDIX "A" - SALARY SCALE**

<b>Effective April 1, 2025 - 3.75%</b>	<b>Annual Rates</b>				
<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Clinician Level I	\$60,182	\$62,821	\$65,524	\$68,229	\$70,934
MA or MSW					
TACT team					
Clinical Team					
CIAT Team					
Clinician Level II	\$57,292	\$60,831	\$61,930	\$64,250	\$66,568
BA or BSW					
TACT Team					
Clinical Team					
CIAT Team					
Credit Counselor					
Remedial Measures					
Clinician Level III	\$54,943	\$57,263	\$59,581	\$61,899	\$64,217
College Level Diploma					
TACT Team					
CIAT Team					
Credit Counselor					
Data Coordinator	\$47,438	\$49,141	\$50,845	\$52,554	\$54,338
Support	\$43,451	\$45,076	\$46,702	\$48,326	\$49,957

<b>Effective April 1, 2026 - 3.5%</b>	<b>Annual Rates</b>				
<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Clinician Level I	\$62,289	\$65,019	\$67,818	\$70,617	\$73,417
MA or MSW					
TACT team					
Clinical Team					
CIAT Team					
Clinician Level II	\$59,297	\$62,960	\$64,098	\$66,499	\$68,898
BA or BSW					
TACT Team					
Clinical Team					
CIAT Team					
Credit Counselor					
Remedial Measures					
Clinician Level III	\$56,866	\$59,267	\$61,666	\$64,066	\$66,465
College Level Diploma					
TACT Team					
CIAT Team					
Credit Counselor					
Data Coordinator	\$49,098	\$50,861	\$52,624	\$54,393	\$56,240
Support	\$44,971	\$46,654	\$48,337	\$50,017	\$51,705

<b>Effective April 1, 2027 - 3.25%</b>	<b>Annual Rates</b>				
<b>Classification</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Clinician Level I	\$64,313	\$67,132	\$70,022	\$72,912	\$75,803
MA or MSW					
TACT team					
Clinical Team					
CIAT Team					
Clinician Level II	\$61,224	\$65,006	\$66,181	\$68,660	\$71,137
BA or BSW					
TACT Team					
Clinical Team					
CIAT Team					
Credit Counselor					
Remedial Measures					
Clinician Level III	\$58,714	\$61,193	\$63,670	\$66,148	\$68,625
College Level Diploma					
TACT Team					
CIAT Team					
Credit Counselor					
Data Coordinator	\$50,694	\$52,514	\$54,335	\$56,161	\$58,068
Support	\$46,433	\$48,170	\$49,908	\$51,643	\$53,386

1. Employees shall advance from their current position on the grid to the next higher rate within their class on the anniversary date of employment.
2. Where an employee receives a promotion to a higher rated classification, the employee's anniversary date for salary advancement shall be the date the employee assumes the new position. The starting rate for the employee in the new classification shall be the lowest rate in APPENDIX "A" that is higher than the employee's pre-promotion rate.
3. For the purposes of calculation, salaries shall be based on a 35-hour work week.
4. Wage rates for part-time workers shall be pro-rated on the basis of the hours of a full-time employee.
5. The above rates of pay will be subject to financing from Ministries. Should the funding from the ministries differ, the implications shall be discussed with the union.
6. A new employee hired by the Employer after the date of ratification with recent and related work experience at another Employer may submit a request for consideration of such experience at the time of hiring. The employee must provide documentation along with the request verifying the previous recent and related work experience. If the request is approved by the Employer, the employee shall be slotted in the wage grid such that each two (2) years of recent and related experience shall count as one (1) step on the wage grid. (For clarity: 2 years of recent and related experience will result in the employee being placed at step 2; 4 years of recent and related experience will result in the employee being placed at step 3; etc.).

## LETTER OF UNDERSTANDING

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*

### **RE: Remedial Measures Program**

The Centre is committed to first offering existing bargaining unit employees the Remedial Measures Program work, on a voluntary basis, in situations where time limited contracting is recommendable. To this end, the Centre and the Union agree to the following guidelines for employees performing Remedial Measures work.

1. Remedial Measures Program work offered to bargaining unit employees will only occur if the work to be performed is not already contained in the job description of an existing employee. Where there are not qualified interested parties from within the bargaining unit, the Centre shall be permitted to hire externally.
2. An employee assigned work in the Remedial Measures Program shall be bound by all the terms of the Collective Agreement, unless otherwise specified in this Letter of Understanding, including all the provisions of the Centre's Policies and Procedures.
3. The following terms and conditions shall apply to employees performing Remedial Measures Program work:
  - a. Hourly pay rate for this program shall be based on the applicable Clinician Level as contained in Appendix "A".
  - b. Employees working exclusively in this program shall not be covered under Article 15, the LOU regarding group RRSP, the top up provided in Article 11.05, Articles 11.06(b) 11.06(c) and 11.06(e), Article 13.01(b), and LOU regarding Lump-Sum Payment for Professional College Fees and Work-Related Expenses.
  - c. Employees shall take a meal break. Clients shall be required to leave the building during this break and the building should be closed during this break.
  - d. In the event an employee performs work in the Remedial Measures Program in excess of the normal hours of work per day or hours of work per week, such work shall not be considered as time worked for the purpose of computing overtime, however, the employee shall be compensated on the basis of the rate of pay mentioned in A. above.

- e. The work to be performed is not to exceed twenty-four (24) hours for every education cycle, which includes screening of clients, group preparation, group delivery, and group wrap-up.
- f. The work to be performed for assessment purposes is not to exceed one and one half (1 ½) hours and follow-up work is not to exceed one (1) hour.
- g. Any intended deviation from the above stated standards must receive prior approval from the Program Manager.

**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

**FOR THE EMPLOYER**

*Melina Young*

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*Mary Margaret Fuller*

Mary Margaret Fuller (2026-01-28 15:10:14 EST)

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**FOR THE UNION**

*Amy Gendron*

Amy Gendron (2026-01-19 14:38:19 EST)

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*Elisa Butoyi*

Elisa Butoyi (2026-01-20 10:58:03 EST)

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*Evan Dokis*

Evan Dokis (2026-01-19 10:48:48 EST)

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*Wayde Smith*

Wayde Smith (2026-01-21 16:05:47 EST)

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*Jacqueline Comeau*

Jacqueline Comeau (2026-01-19 13:12:01 EST)

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**LETTER OF UNDERSTANDING**

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*

**Re: Lump-Sum Payment for Professional College Fees/Work-Related Expenses**

Effective April 1, 2025; April 1, 2026; and April 1, 2027, permanent full-time employees shall either receive a lump-sum payment of \$600 less required statutory deductions, intended to offset the costs associated with professional college fees and work-related expenses.

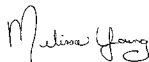
Effective April 1, 2025; April 1, 2026; and April 1, 2027, permanent part-time employees shall receive a lump-sum payment of a pro-rated amount based on hours worked, less required statutory deductions, intended to offset the costs associated with professional college fees and work-related expenses.

Any employee of the Centre that is required to maintain registration with a professional college or association is required to provide evidence of such registration to the Centre on an annual basis as a condition of continued employment. Those employees who, as a condition of continued employment, are required to maintain registration with a professional college or association, instead of receiving the lump-sum payment indicated above, may elect to have the payment of said registration reimbursed to them to a maximum of \$850. Such an option must be exercised by the employee by notifying the Centre at least one month prior to the scheduled payment of the lump-sum.

All temporary employees are not entitled to any payment under this LOU.

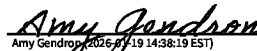
**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

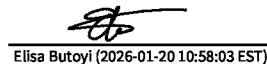
**FOR THE EMPLOYER**

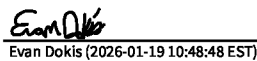


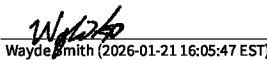
  
Mary Margaret Fuller (2026-01-28 15:10:14 EST)

**FOR THE UNION**

  
Amy Gendron (2026-01-19 14:38:19 EST)

  
Elisa Butoyi (2026-01-20 10:58:03 EST)

  
Evan Dokis (2026-01-19 10:48:48 EST)

  
Wayde Smith (2026-01-21 16:05:47 EST)

  
Jacqueline Comeau (2026-01-19 13:12:01 EST)

**LETTER OF UNDERSTANDING**

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*

**RE: Pay Equity**

The Employer agrees to provide the Union with information regarding the status of the Employer's pay equity plan within forty-five (45) days of ratification. Further, the parties agree to meet within ninety (90) days of ratification to discuss any steps that may be required to ensure compliance with the *Pay Equity Act* is maintained.

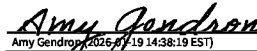
**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

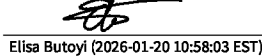
**FOR THE EMPLOYER**

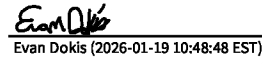


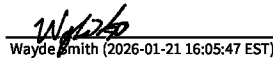
  
Mary Margaret Fuller (2026-01-28 15:10:14 EST)

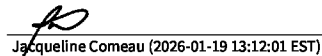
**FOR THE UNION**

  
Amy Gendron (2026-01-19 14:38:19 EST)

  
Elisa Butoyi (2026-01-20 10:58:03 EST)

  
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Jacqueline Comeau (2026-01-19 13:12:01 EST)

## LETTER OF UNDERSTANDING

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*

### **RE: Pandemic Response**

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
  - i. in relation to the same disease(s) which is the subject of the designation referred to above; or
  - ii. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

1. Establish a Pandemic Response Committee (PRC) made up of equal representation between Employer and Union. The PRC shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet as determined appropriate in the circumstances by the PRC. The Employer and union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall sit on the PRC.
2. All relevant information from all sources shall be shared among the members of the PRC.
3. The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the employer shall:
  - i. Consult with the JHSC or HSR on the development and implementation of measures and procedures to be put into effect for the health and safety of the employees;

- ii. Review in consultation with the JHSC or HSR, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and
  - iii. Prepare a pandemic plan in consultation with the JHSC or HSR. The precautionary principle will be used as the guiding principle in preparing the plan.
- 4. The PRC shall develop an emergency plan which shall include but not be limited to the following items:
  - i. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
  - ii. Obligations and entitlements of employees when/if working from outside of the office, e.g. working from home;
  - iii. The manner in which accommodation requests related to the pandemic may be submitted for employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family responsibilities;
- 5. The Employer agrees to apply for any and all government subsidy programs, for which it is eligible.
- 6. The Employer agrees that in the event an employee must self-isolate or be quarantined, in accordance with public health requirements, such time shall not be used in any Attendance Management/Attendance Awareness calculation. In such a scenario where an employee is required to quarantine but is otherwise fit to work and it is the view of the Employer that they can meaningfully perform their duties remotely, the employee will be permitted to work remotely.
- 7. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
- 8. The parties agree that if there is any direct conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails. The parties agree that nothing herein modifies or takes priority over legislation, regulation, directive, or orders issued by government and applicable to the Employer. Nothing in this Letter of Understanding precludes the reasonable exercise of management rights in the development and implementation of pandemic related policy.
- 9. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.

**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

**FOR THE EMPLOYER**

*Melissa Young*

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**FOR THE UNION**

*Amy Gendron*  
Amy Gendron (2026-01-19 14:38:19 EST)

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*Elisa Butoyi*  
Elisa Butoyi (2026-01-20 10:58:03 EST)

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Mary Margaret Fuller  
Mary Margaret Fuller (2026-01-28 15:10:14 EST)

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Evan Dokis  
Evan Dokis (2026-01-19 10:48:48 EST)

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Wayde Smith  
Wayde Smith (2026-01-21 16:05:47 EST)

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Jacqueline Comeau  
Jacqueline Comeau (2026-01-19 13:12:01 EST)

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**LETTER OF UNDERSTANDING**

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*



**RE: Hours of Work**

The parties acknowledge that historically employees had the ability to request and be granted reduced hours of work. The reduced hours were at times posted and/or may have been assigned to other bargaining unit members.



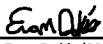


The Union and the Employer through this round of bargaining have served notice to each other that this practice will not continue. Accordingly, the parties agree that requests made to the Employer by employees for reduced hours of work will not be considered on a go-forward basis, unless permitted by the Collective Agreement or required by legislation.

**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
  
Mary Margaret Fuller (2026-01-28 15:10:14 EST)  
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**FOR THE UNION**

  
Amy Gaudron (2026-01-19 14:33:19 EST)  
\_\_\_\_\_  
  
Elise Butoy (2026-01-20 10:58:03 EST)  
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Evan Dokis (2026-01-19 10:48:48 EST)  
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Wayde Smith (2026-01-21 16:05:47 EST)  
\_\_\_\_\_  
  
Jacqueline Comeau (2026-01-19 13:12:01 EST)  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**COMMUNITY COUNSELLING CENTRE OF NIPISSING**  
*(Hereinafter sometimes referred to as "the Centre")*

- and -

**CUPE LOCAL 4720-05**  
*(Hereinafter sometimes referred to as "the Union")*

**RE: Mental Health in the Workplace**

The Employer and the Union agree that the Joint Health and Safety Committee will have a standing agenda item on Mental Health in the Workplace. The Committee shall discuss and may make recommendations related to improving mental health in the workplace, which will be considered by the Employer. In doing so, the Committee will review resources including:

- The Ontario Human Rights Commission’s 2012 Minds that Matter report on consultations;
- The Ontario Human Rights Commission’s June 2014 Policy on preventing discrimination based on Mental health disabilities and addictions;
- Voluntary National Standard of Canada, CSA-Z1003/2013, Psychological Health and Safety in the Workplace, 2012, commissioned by the Canadian Mental Health Commission and,
- Mental Injury Toolkit published by the Occupational Health Clinics for Ontario Workers, October 2012.

**Dated at North Bay, Ontario, this 19<sup>th</sup> day of January, 2026.**

**FOR THE EMPLOYER**



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Mary Margaret Fuller (2026-01-28 15:10:14 EST)

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**FOR THE UNION**



Amy Gendron (2026-01-19 14:38:19 EST)

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Elisa Butoyi (2026-01-20 10:58:03 EST)

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Wayde Smith (2026-01-21 16:05:47 EST)

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Jacqueline Comeau (2026-01-19 13:12:01 EST)

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