COLLECTIVE AGREEMENT

between

NEPEAN HOUSING CORPORATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4473

January 1, 2026 to December 31, 2028

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 4
ARTICLE 2 - RECOGNITION 4
ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES 5
ARTICLE 4 - HARASSMENT OR DISCRIMINATION FREE WORKPLACE 6
ARTICLE 5 - UNION RIGHTS AND RESPONSIBILITIES 7
ARTICLE 6 - UNION SECURITY AND CHECK OFF OF UNION DUES 8
ARTICLE 7 - LABOUR MANAGEMENT RELATIONS 9
ARTICLE 8 - GRIEVANCE PROCEDURE 10
ARTICLE 9 - ARBITRATION 12
ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE 14
ARTICLE 11 - SENIORITY 15
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES 17
ARTICLE 13 - LAYOFFS AND RECALLS 18
ARTICLE 14 - HOURS OF WORK 20
ARTICLE 15 - OVERTIME 21
ARTICLE 16 - HOLIDAYS 22
ARTICLE 17 - VACATIONS 23
ARTICLE 18 - SICK LEAVE - WAGE REPLACEMENT PROGRAM 24
ARTICLE 19 - LEAVE OF ABSENCE 26
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES 33
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION 35
ARTICLE 22 - WELFARE BENEFITS 35
ARTICLE 23 - HEALTH AND SAFETY 36
ARTICLE 24 - GENERAL CONDITIONS 37
ARTICLE 25 - GENERAL 44
ARTICLE 26 - WSIB 46
ARTICLE 27 - DUTY TO ACCOMMODATE/RETURN TO WORK 46
ARTICLE 28 - INCLEMENT WEATHER 47
ARTICLE 29 - VEHICLE INSURANCE 48
ARTICLE 30 - TERMS OF AGREEMENT 49
SCHEDULE “A” - Nepean Housing Corporation 51

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to the Agreement:

1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and its Employees.

2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, salaries, benefits and morale.

3) To encourage efficiency in operation.

4) To promote the morale, well being and safety of all the members of the Bargaining Unit.

5) To recognize the provisions of the Ontario Human Rights Code.

1.02 The Employer and the Union agree that wherever applicable in this Agreement, the singular shall include the plural.

1.03 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

Now, therefore the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4473 as the sole and exclusive Collective Bargaining Agency for the Bargaining Unit of Employees of Nepean Housing Corporation save and except Summer Students, Executive Director, Tenant Relations Manager, Property Services Manager, Community Development Co-ordinator, Community Development Assistant, Administrative Co-ordinator and Finance and Human Resources Administrator and hereby consents and agrees to negotiate with the Union, or any of its authorised Committees, concerning matters contained in the Collective Working Agreement.

2.02 Job Security

Employees who are not in the Bargaining Unit shall not perform any work normally done by Employees in the Bargaining Unit that would result in the termination, layoff or reduction of regular hours of current full-time employees.

2.03 Part-Time and Temporary Employees Defined

A part-time Employee is an Employee who regularly works twenty-four (24) hours or less per week.

A temporary Employee is an Employee who is hired to perform a specific task, which shall not exceed eighteen (18) months.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.01 Management Rights

The Union recognizes that it is the function of the Employer to: (a) hire, promote, transfer, lay off Employees, classify positions, maintain order and efficiency; and (b) discipline, suspend, discharge, or otherwise discipline Employees for proper cause subject to the Employee's right to lodge a grievance under the orderly procedure outlined in this Agreement.

3.02 No Lockout

The Employer agrees that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement, or of a new Agreement, including the period of arbitration, there shall be no lockout.

3.03 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and to provide a copy of the Collective Working Agreement to each new Employee.

Every new employee shall be given an opportunity to meet with a representative of the Union for twenty (20) minutes during the first two (2) weeks of employment for the purpose of acquainting a new employee with the benefits and duties of the union membership.

ARTICLE 4 - HARASSMENT OR DISCRIMINATION FREE WORKPLACE

4.01 The Employer is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in the workplace.

4.02 The Employer shall maintain a policy on Harassment in the workplace in accordance with the Ontario Human Rights Code, and the Occupational Health and Safety Act.

4.03 The Employer and the Union agree that there shall be no discrimination or harassment against any employee on the basis enumerated in the Ontario Human Rights Code, as amended from time to time, specifically by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, reprisal, marital status, family status and member of dependents, disability and discrimination because of association.

4.04 In any complaint involving a claim of harassment under this policy, either raised by or against a member of the Union, the affected employee(s) whether complainant or respondent, shall be advised to their right to have a Union Steward or a designate to meet with them at all steps of the investigation procedure. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter.

4.05 The Employer, or their delegate, will notify the President of the Local of any reported cases of harassment of a Union member.

4.06 Harassment and/or discrimination may be the subject of a grievance.

ARTICLE 5 - UNION RIGHTS AND RESPONSIBILITIES

5.01 Restriction of Certain Union Activities during Working Hours

The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours, or on the premises of the Employer, or on any work project the Employer may be engaged in, without the permission of the Employer.

5.02 No Strikes

In recognition of the Employer's responsibility to serve the interests and welfare of the public, it is agreed that Employees shall assist in carrying out the Employer's business at all times as required by the Employer. It is further agreed that disputes which may arise between the Employer and its Employees will be dealt with in an orderly manner without interruption of service to the public. The Union and the Employer agree therefore that during the term of this Agreement, and during the period of negotiation of any revision to this Agreement, or of a new Agreement, including the period of arbitration, there shall be no strike or other cessation of work, as defined in the *Labour Relations Act*.

5.03 Disciplinary Action with Regard To Illegal Strikes

The Union recognizes the right of the Employer to discharge or otherwise discipline Employees who instigate an illegal strike or who participate therein.

5.04 Observance of Provisions of Agreement

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and Employees represented by the Union, and pledges that it, and each of its duly authorized officers, and representatives and Employees represented by the Union, will observe the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK OFF OF UNION DUES

6.01 Union Security

All Employees who are presently members of the Union, and all those who become members of the Union shall as a condition of employment remain members of the Union during the term of this Agreement, unless promoted or transferred to a position outside the Bargaining Unit.

6.02 Check Off of Union Dues

The Employer shall deduct from every Employee the monthly dues in accordance with the Union constitution and/or by-laws and owing by them to the Union. It is agreed that should the Union request a change in fee structure, the Employer shall put such change into effect within ninety (90) days of authorization in writing.

6.03 Deductions

Deductions shall be made from the payroll at each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following months accompanied by a list of the names and addresses for all Employees from whose wages the deductions have been made.

6.04 Union Dues

The Employer shall report annually the amount of Union Dues paid by each Union Member on the Revenue Canada Taxation Statement of Remuneration Paid (T-4 Supplementary). Should Revenue Canada Taxation request the removal of this information from this form, the Employer shall comply.

06.05 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 work site and 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 on a quarterly basis.

ARTICLE 7 - UNION REPRESENTATION

7.01 Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.03 Function of Bargaining Committee

Subject to Article 26.03 all matters of mutual concern pertaining to this Collective Working Agreement may be referred to the Bargaining Committee for discussion and settlement.

7.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

7.05 Meeting of Committees

In the event that either party wishes to call a meeting of the Bargaining Committees, the meeting shall be held subject to Article 6.03, at a time and place fixed by mutual agreement.

7.06 Technical Information

The Employer shall make available to the Union, on request, not more than once a year, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, pension and welfare plans.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Election of Stewards

The Employer acknowledges the right of the Union to elect Local Representatives from among the Employees covered by this Agreement, whose duties shall be to assist any Employee which the Local Representative represents, in preparing and in presenting a grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Local Representatives and the Chief Steward before the Employer shall be required to recognize them.

8.03 Grievance Committee

The Employer agrees to recognize a Grievance Committee consisting of two (2) members of the Bargaining Unit.

8.04 Permission to Leave Work

The Employer agrees that Local Representatives shall not be hindered, coerced, restricted or interfered with in any way in the performance of their duties, while investigating disputes and presenting recommendations as provided in this Article. The Union understands and agrees that each Local Representative is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform the duties under this Agreement. Therefore, no Local Representatives shall leave their work without obtaining the permission of their Supervisor.

8.05 Definition of Grievance

(a) A grievance shall be defined as a difference between the Employer and an Employee or the Union in the interpretation or application of any provisions contained in this Collective Working Agreement.

(b) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance.

8.06 Grievances

The Employee concerned along with their Local Representative and a designated Supervisor will meet to try and resolve the issue(s). If the issue(s) are unresolved, then the matter moves to Step #1.

Step 1

The Employee(s) concerned, together with their Local Representative, shall within ten (10) working days of the incident giving rise to the grievance, first seek to settle the dispute with the designated Supervisor. The Supervisor shall have five (5) working days to respond to the grievance.

Step 2

Failing satisfactory settlement at Step 1, the Employee(s) concerned together with the Local Representative, will submit to the Executive Director within five (5) working days a written statement of the particulars of the complaint and the redress sought. The Executive Director shall render their decision within five (5) working days after receipt.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may, on giving fourteen (14) working days' notice in writing from the date of delivery of the Executive Director decision, refer the dispute to arbitration.

8.07 Replies in Writing

Replies to grievances shall be in writing.

8.08 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 9 - ARBITRATION

9.01 Arbitration by Single Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and e-mail, addressed to the other party to the Agreement, indicating the names of three (3) individuals whom the party would propose as a single arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail and e-mail, indicating whether one of the individuals is acceptable, or, if not acceptable, indicating the names of three other individuals whom the party would propose as single arbitrator. In the event that the parties do not agree with respect to the appointment of the arbitrator, the party requesting the appointment will, within seven (7) days of receipt of the list of potential arbitrators from the other party, apply to the Ministry of Labour to appoint a single arbitrator to hear the grievance.

9.02 Alternate Arbitration Procedure

The parties may, by mutual agreement in writing, agree to the appointment of a Board of Arbitration as opposed to a single Arbitrator, in which case either party shall submit the names of its nominee five (5) days thereafter, the other party shall answer by registered mail and e-mail indicating the name and address of its nominee, to the Arbitration Board. The two (2) appointees shall select an impartial Chairperson.

9.03 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

9.04 Decision of the Arbitrator or Board of Arbitration

(a) The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

(b) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

9.05 Expenses of the Arbitrator or Board of Arbitration

(a) Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

(b) Each party shall pay the fees and expenses of its nominee to the Board of Arbitration, and one half (½) of the fees and expenses of the Chairperson.

9.06 Arbitration Board Procedure

(a) The Arbitrator or the Board of Arbitration, as the case may be, shall have the power to receive and accept the oral or written evidence, on oath or affidavit, which in its discretion it considers proper, whether admissible in a court of law or not.

(b) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure where it is fair and reasonable to do so. An Arbitrator or Board of Arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

9.07 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses, providing the Employer's operation is not adversely affected.

All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.08 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties. Such an extension may be extended prior to the expiration by written consent of the Parties.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Warnings

Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee with a copy to the President of the Union.

10.02 Suspension and Discharge Procedure

An Employee who has completed their probationary period may be dismissed or suspended for just cause. When an Employee is discharged or suspended, the employee shall be given the reason in the presence of a Union official if possible, or promptly in writing if a Union official is not available.

10.03 May Omit Grievance Steps

An Employee considered by the Union to be wrongly or unjustly discharged may proceed to a hearing under Article 7, Grievance Procedure; Step 1 of the Grievance Procedure shall be omitted in such cases.

10.04 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration or a single Arbitrator.

10.05 Access to Personnel File

An Employee shall have the right during normal business hours of the administration officer to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested. Access to or the production of a copy of the personnel file shall be limited to once per six month period or as incidents arise that result in a change in the personnel file, save for incremental or annual pay increases. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

a) Seniority for full-time Employees is defined as the length of service in the employment of the Employer while in the Bargaining Unit.

b) Seniority for part-time Employees is accumulated based on the number of hours they work while in the Bargaining Unit.

11.02 Seniority List

The Employer shall provide to the Union, in January of each year, an up-to-date seniority list of Employees in the Bargaining Unit.

11.03 Probationary Employees

Newly hired Employees shall be considered on a probationary basis for a period of six (6) months. At the discretion of the Employer, and upon notification to the Union, the probationary period may be extended for an additional six (6) months. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employees may be terminated at

any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

Employees shall only lose their seniority in the event:

1) They are discharged for just cause and are not reinstated;

2) They resigns;

3) They are absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;

4) They fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address;

5) They are laid off for a period longer than twelve (12) months;

6) They have been declared permanently disabled and/or twenty-four (24) months of Long Term Disability have elapsed.

An employee's position may be declared vacant, after twenty-four (24) months of Long Term Disability have elapsed.

11.05 Transfer and Seniority outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an Employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate further seniority. If such an Employee later returns to the Bargaining Unit, they shall be placed in a job with a classification not lower than the position occupied while previously in the Bargaining Unit and consistent with the employee's seniority, ability and qualifications, unless otherwise mutually agreed upon by the Employer, Employee and Union.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, or applicable to Employees within the Unit, the Employer shall post notices on all bulletin boards for a period of not less than five (5) days prior to the filling of the position in order that all members will know about the position and be able to make written application therefore. The Employer shall also send the job posting electronically to all members of the Bargaining Unit, by means of their personal e-mail, in case those members are absent from the workplace because of approved or recognized leave. The Union will maintain an up to date listing of personal email addresses pertaining to its members. The job posting shall include position title, department, duties, qualifications, hours of work, salary and applicable dates. The Union shall be notified if a vacated Bargaining Unit position is not posted within thirty (30) days of it being vacant. Furthermore, the Employer shall post the names of all successful candidates for these positions on all bulletin boards for a period of not less than one (1) week.

No outside advertising shall occur, for Bargaining Unit positions, during the period of internal job posting, without the Union's consent.

12.02 Job Advancement

Both parties recognize the desirability where possible of:

1) Promotion within the service of the Employer;

2) Job advancement considering ability to do the job, possession of required qualifications, job performance, work record and length of service;

3) The Employer shall discuss with the Employee the possibility of future job advancement once the Employee reaches the end of their classification group.

12.03 Trial Period

Any Employee who changes their job classification within the Bargaining Unit shall be placed on trial for a period of two (2) consecutive months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) months. However, the trial period may be extended if mutually agreed upon by the Employee, Union and the Employer. In the event the Employee proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself unable to perform the duties of the new job classification, they shall be returned to their former position and classification at the prevailing rate of pay for that position and classification without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and classification at the prevailing rate of pay for that position and classification without loss of seniority.

12.04 Union Notification

The Union President shall be notified of all reclassifications, appointments, hirings, layoffs, transfers, recalls and terminations which affect the Bargaining Unit.

12.05 Disabled Employees' Preference

An Employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through temporary disablement is unable to perform the regular duties, should be employed in other work which they can do if such is available, without regard to other seniority provisions of this Agreement, except that such Employee may not displace an Employee with more seniority.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase based on job performance and length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority within their job title. Employees with the required seniority may bump to a position of equal or lesser classification provided they are qualified to do the work. The Employee with the least seniority within the position of equal or lesser classification shall be laid off as a result of a more senior Employee exercising their bumping rights. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. ("Equal or lesser" classification refers to salary groups only). However, in

the event that an Employee of three (3) or more years of continuous service is displaced from their job as a result of a layoff, the Employer shall take one (1) or a combination of the following actions:

(a) Relocate the Employee in another job in their area of competence if a vacancy exists within the Bargaining Unit;

(b) If (a) is not possible, but a position is available in which the Employee could be retrained within a period of two (2) months, the Employer will assume the responsibility of establishing the retraining program;

(c) If none of the foregoing action is possible, and it is necessary to terminate the employment of the Employee, it is agreed to provide the Employee with a separation settlement equal to thirteen (13) weeks pay after expiration of the recall period;

(d) For all Employees who are within five (5) years of normal retirement age and who have ten (10) or more years of continuous service with the Employer, and opt for early retirement, the Employer will attempt to work out a separation settlement that would be mutually acceptable to the Employee and the Employer. In discussing the early retirement arrangements, the Union is to be involved. Any settlement shall not be less than what is provided for in paragraph (c).

13.02 No New Employees

No new Employees will be hired until those laid off have been given an opportunity for re-employment.

13.03 Notice of Layoff

Subject to the provisions of the *Employment Standards Act*, the Employer shall give the Union with at least thirty (30) days' notice prior to giving notice to affected employees to allow opportunities to seek other options than layoff and thirty (30) working days notification to Employees who are to be laid off. After notice of layoff, they shall be paid in lieu of work for that part of thirty (30) days during which work was not made available.

13.04 Grievance on Layoff Procedures

Grievances concerning layoff procedures shall be initiated at Step three (3) of the Grievance Procedure (Article 8.06).

ARTICLE 14 - HOURS OF WORK

14.01 Hours

(a) **Office Staff**

For the time period between September and June, the normal work week shall consist of five (5), seven (7) - hour days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. These hours shall be worked between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour off for lunch, as mutually agreed to by the Employer and Employee.

For the time period between July 1 and the last Friday before the Labour Day long weekend, the normal work week shall consist of five (5), six and a half (6½) - hour days from Monday to Friday inclusive, with no disruption to annual salary. These hours shall be worked between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour off for lunch, as mutually agreed to by the Employer and Employee.

Refer to attached Appendices.

(b) **Maintenance Staff**

For the months September to June, the normal work week shall consist of five (5), eight (8) - hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. These hours shall be worked between the hours of 8:00 a.m. and 5:00 p.m. with one half (½) hour off for lunch, as mutually agreed to by the Employer and Employee.

For the time period between July 1 and the last Friday before the Labour Day long weekend, the normal work week shall consist of five (5), seven and a half (7½) - hour days from Monday to Friday inclusive with no disruption in annual salary. These hours shall be worked between the hours of 8:00 a.m. and 5:00 p.m. with a half an hour (½) hour off for lunch, as mutually agreed to by the Employer and Employee.

(c) Notwithstanding the above the Employer agrees that there shall be no split shifts.

14.02 Break Period

All Employees shall be permitted a fifteen (15) minute rest period in the first half of a shift and a second fifteen (15) minute period which shall be added to the lunch period.

14.03 Union Meeting Night

On the day in each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m., except in cases of emergency. Notice of Union meeting must be given to the Employer in writing five (5) days prior to such meeting.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.

15.02 Overtime Rates

(a) All overtime shall be paid at the rate of time-and-one-half (1½);

(b) For the purposes of this Agreement, all overtime shall be paid to the Employee on a cash basis;

(c) Notwithstanding the above:

Time Off In Lieu Requested by Employee

Subject to the Employer's discretion, time off in lieu of overtime, at time-and-one-half (1½), may be granted to an Employee. Under normal circumstances, time off in lieu of overtime, shall not be banked in excess of seventy (70) hours (equals one hundred and five (105) leave hours) in a calendar year. If mutual time off in the same calendar year cannot be agreed upon, the overtime shall be paid out at the appropriate rate of pay.

Time Off in Lieu Required by the Employer

At the Employer's discretion, Employees may be required to bank overtime at time-and-one-half (1½), to a maximum of seventy (70) hours (equals one hundred and five (105) leave hours) per calendar year. Banked time may be taken as paid leave at a time(s) mutually agreed upon by the Employee and Employer. If agreement cannot be reached, the Employer may allocate a specific period(s) of paid leave.

15.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.04 Minimum Call-Back Time

An Employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The Employer recognizes the following as paid holidays:

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

and any other day or part day proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

Staff shall normally be required to work on National Day of Truth and Reconciliation and Remembrance Day. In lieu of these paid holidays, vacation banks shall be increased by one (1) day for each paid holiday each year.

Staff working on Christmas Eve Day and/or New Year's Eve Day shall receive the last four (4) hours of that shift off with pay.

16.02 Holidays Falling on Weekend

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

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall be entitled to vacation leave, with pay on the following basis:

DURING YEAR	FULL-TIME ANNUAL VACATION DAYS	FULL-TIME ACCUMULATION OF DAYS PER MONTH	RATE % FOR PART-TIME
1st	10	.083	0.04
2nd to end of 8th	15	1.25	0.06
9th to end of 14th	20	1.67	0.08
15th to end of 25th	25	2.08	0.10
26th onward	30	2.50	0.12

Vacation entitlement in the year of hire with the Employer will be a maximum of 10 days and is earned at the rate of .083 working days for each calendar month in which the employee has received fifteen (15) days pay.

17.02 Holidays during Vacation

If a paid holiday falls or is observed during an Employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to the employee's regular vacation time.

17.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

17.04 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.05 Preference in Vacation

Where possible, vacation shall be granted first on the basis of seniority.

17.06 Unbroken Vacation Period

Where possible an Employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer.

17.07 Illness during Vacation

Sick leave may be substituted for vacation where it can be established by the Employee, by Doctor's certificate, that an illness or accident occurred while on vacation.

17.08 Carry-Over of Vacation

Employees are entitled to vacation in each calendar year and should be encouraged to use it in the year that it is earned. An Employee may carry-over vacation from one (1) year to the next, but at no time may an Employee accumulate more than two (2) years vacation entitlement.

In exceptional circumstances, when vacation that is carried over cannot be used, the vacation time that has been carried over will be paid out in the last pay statement of each calendar year so that the employee will not have more than two (2) years of vacation in their bank.

17.09 Sick Leave, Long-Term Disability, WSIB and Vacation

Vacation shall accrue while an Employee is on Short-Term Disability or WSIB for less than seventeen (17) weeks. Vacation shall not accrue while an Employee is on WSIB beyond seventeen (17) weeks or on Long-Term Disability.

ARTICLE 18 - SICK LEAVE - WAGE REPLACEMENT PROGRAM

18.01 Short-Term Illness or Injury Defined

Short-term illness or injury means the period of time an Employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

18.02 Deductions from Sick Leave

Absence on account of illness for less than half (½) a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

18.03 Proof of Illness or Injury

An Employee shall be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive working days certifying that the Employee is/was unable to carry out their duties due to illness or injury. The Employee may be required to attend to a physician of the Employer's choice should the illness be extended, in order to determine entitlement to benefits.

18.04 Employer Notified

An Employee who is unable to report for work due to sickness and/or accident shall notify their immediate Supervisor accordingly (or cause to be notified) by telephone prior to their scheduled start time but not later than thirty (30) minutes after the start of their shift.

18.05 Short Term Disability Plan

All full-time employees who are absent from work and who are unable to perform their duties due to illness or injury shall be entitled to income protection up to a maximum of 14 days per year, underwritten by the Employer, in accordance with the following schedule with all benefits to continue:

LENGTH OF CONTINUOUS SERVICE	FULL SALARY # OF DAYS	75% SALARY # OF DAYS
Less than 3 months	0	14
3 months but less than 6 months	1	13
6 months but less than 1 year	2	12
1 year but less than 1.5 years	3	11
1.5 years but less than 2 years	4	10

LENGTH OF CONTINUOUS SERVICE	FULL SALARY # OF DAYS	75% SALARY # OF DAYS
2 years but less than 2.5 years	5	9
2.5 years but less than 3 years	7	7
3 years but less than 3.5 years	9	5
3.5 years but less than 4 years	11	3
4 years but less than 4.5 years	13	1
4.5 years and over	14	0

Sick leave is a benefit to assist sick and injured employees. Sick leave is an annual, non-cumulative benefit.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

19.02 Leave of Absence for Union Functions

Upon request from the Union, the Employer shall grant a leave of absence, with pay and without loss of benefits or seniority, to employees appointed or elected to represent the Union, at Union conventions, seminars, educational classes and to perform other Union business, except in cases of emergency or need in which instance alternate delegates may be appointed.

Approval of such leave shall be subject to operational requirements but shall not be unreasonably denied. The Union shall provide as much written notice as possible, but in any event, no less than two (2) weeks' notice of such leaves.

The Union agrees to reimburse the Employer for the costs of replacing an employee taking Union leave under this Article.

19.03 Bereavement Leave

For the purposes of this Article, Critical Illness is defined as bereavement or mourning (without loss in pay) the occasion of a relative being so ill that death appears to be imminent. It also includes that critical period of time when an emergency illness requires the admission of a defined relative to hospital. This does not include any prescheduled admission(s) to hospital or when a partner is delivering a child.

An Employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or critical illness of a parent, step-parent, foster parent, partner, child, step-child, foster child, brother, sister, or partner's parent.

An Employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or critical illness of a grandchild, grandparent or partner's brother, sister, or grandparent.

Where burial occurs outside the National Capital area, such leave shall include, as well, reasonable travelling time, the total not to exceed seven (7) calendar days.

19.04 Mourner's Leave

Up to one-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

19.05 Compulsory Quarantine

Wages or salary for time lost due to compulsory quarantine shall be paid to Employees when certified by a medical officer, and shall be chargeable to sick leave.

If the exposure causing the compulsory quarantine is incurred while at work, NHC will pay the employee's wages for the quarantine period. During the quarantine period the employee may work from home if applicable or may participate in on-line learning approved by their supervisor.

19.06 Jury or Court Witness Duty

The Employer shall grant leave of absence with pay and without loss of seniority to an Employee who serves as a Juror or Witness in Court. The Employee will present proof of such service and of the amount of pay received for same. The amount of money received from the Court shall be remitted to the Employer minus expenses.

19.07 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow Employees time to write examinations to improve qualifications in the service.

19.08 Pregnancy Leave (pertains to Full-Time, Part-Time Permanent and Contract)

a) All terms and conditions of Pregnancy and Parental Leave shall be subject to the *Employment Standards Act* of Ontario, as amended from time to time, unless stated herein.

b) A pregnant Employee who started employment at least thirteen (13) weeks before the expected birth day is entitled to leave of absence for pregnancy, without pay, in accordance with criteria set out by the *Employment Standards Act* of Ontario.

Upon written request to the Employer, leave of absence without pay and without loss of seniority shall be granted by the Employer for pregnancy leave for a period of seventeen (17) weeks, and/or parental leave for a period of sixty-one to sixty-three (61-63) weeks, in accordance with criteria set out by the *Employment Standards Act* of Ontario.

19.09 Commencement of Pregnancy Leave

An Employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date of the child. However, when an Employee has a live birth more than seventeen (17) weeks before the due date, they will be able to begin their pregnancy leave on the date of the birth. If an Employee has taken a full seventeen (17) weeks of leave but is still pregnant, they may continue on the pregnancy leave until the birth of the child.

19.10 Parental Leave (Full-Time, Part-Time Permanent or Contract)

Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to sixty-three (63) weeks parental leave.

An Employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to leave of absence, without pay and without loss of seniority. "Parent" includes:

1) A birth parent;

2) An adoptive parent, whether or not the adoption has been legally finalized;

3) A person who is in a relationship of some permanence with a parent of a child and who plans on treating the child as their own. This includes same-sex couples.

19.11 Commencement of Parental Leave

Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an Employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

19.12 Notice of Parental Leave

The Employee must give the Employer at least two (2) weeks' written notice of the date the parental leave is to begin. If an Employee does not tell the Employer how much leave they plan to take, the Employer is to assume that the Employee will be on leave for the full sixty-one (61) or sixty-three (63) weeks. An Employee who fails to give the required notice does not lose their right to parental leave.

19.13 Return to Work Prior to the Expiry of Pregnancy and/or Parental Leave Period

Should the Employee not require all the leave granted and wishes to return to work before the leave expires, the Employee shall notify the Employer, in writing, four (4) weeks prior to the proposed return date.

19.14 Resignation Prior to Expiry of Leave Period

Should the Employee determine that they will not return to work after the expiry of the leave period, the Employee will submit a letter of resignation to the Employer, giving at least four (4) weeks written notice.

19.15 SUB Plan Benefits (Supplementary Employment (Unemployment) Insurance)

a) An Employee who has twelve (12) months or more of continuous full-time service as of the date of commencement of pregnancy, parental or adoption leave, shall be entitled to SUB Plan benefits for a maximum period of twenty-five (25) weeks provided:

- the Employee returns to work immediately after the approved period of maternity leave; and
- the Employee returns to active employment for a period of at least twelve (12) months.

b) Should the Employee fail to return to work at the expiration of their leave or fail to remain in employment with the Employer for the period stipulated in Article 18.15 paragraph (a), the Employee will be required to repay the SUB payments made by the Employer.

19.16 Amount of SUB Benefits

For the purpose of Article 18.15 (Sub Plan Benefits), the combined weekly amount of Employment Insurance benefits based on 55% of the Employees rate or earnings, SUB and other earnings, shall not exceed seventy-five per cent (75%) of the Employee's rate of earnings immediately prior to the leave.

Notwithstanding the foregoing, the top up entitlements for an Employee who elects to receive a lower employment insurance benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.

19.17 Continued Benefits

During pregnancy or parental leave, an Employee continues to participate in each type of benefit plan that is related to their employment, providing the Employee makes the necessary arrangements to pay their share of the premium costs, where applicable, unless the Employee elects not to do so and advises the Employer accordingly in writing.

For greater clarity, the following benefits are continued during the pregnancy or parental leave, where applicable:

- OMERS Pension Plan;
- Group Insurance Plan;
- Life Insurance;
- Accidental Death & Dismemberment;
- An option for the purchase of spousal life insurance;
- Supplementary Medical and Vision Care;
- Dental Plan;
- Long-Term Disability Plan and any other types of benefit plans that are prescribed by legislation.

During an Employee's pregnancy or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in subsection (b), unless the Employee provided to the Employer written notification that they do not intend to pay their contributions, if any.

The progression of the Income Protection Plan entitlement, from year to year, shall continue on the basis of accrued seniority, as required by the *Employment Standards Act* of Ontario, as amended from time to time.

An Employee who is on pregnancy or parental leave shall not accrue vacation leave with pay for the duration of the Employee's pregnancy or parental leave. However, the Employer shall grant the Employee vacation leave without pay, on a prorated basis, for the time when the Employee was not in active service (while on pregnancy or parental leave).

The progression of vacation entitlement, from year to year, shall continue on the basis of accrued seniority, as required by the *Employment Standards Act* of Ontario, as amended from time to time.

19.18 Benefits for Part-Time and Temporary Employees

Part-time and Temporary Employees shall receive no benefits except for those provided in the *Employment Standards Act* and shall receive an amount equal to four per cent (4%) of their regular rate if paid in lieu.

19.19 Seniority While on Pregnancy or Parental Leave

Seniority shall continue to accrue while an Employee is on approved parental or pregnancy leaves.

19.20 Family Medical Leave

Employees can take Family Medical Leave to provide care or support to certain family members (and people who consider the employee to be like a family member) who have a serious illness with a significant risk of dying within a period of twenty-six (26) weeks. It is an unpaid, job-protected leave of up to twenty-eight (28) weeks in a fifty-two (52) week period.

19.21 Special Leave

Employees may be granted special leave without loss of pay for legitimate personal reasons (examples: education, family leave, scheduled medical, dental or legal appointments) upon obtaining the approval of their supervisor.

Three (3) days per annum, non-cumulative, will be credited to an Employee's account for the Employee's use for these specified reasons, and may be taken on an hourly basis. Employees will be required to make up the time for any time granted for special leave in excess of three (3) days.

Procedure

1. Special leave and the interruption of regular hours shall where possible, be minimized by Employees arranging appointments outside regular hours or shifts.

2. Special leave, without loss of pay, must be authorized by the appropriate management staff as designated. This leave is granted at the discretion of the Employer on the basis of the circumstances and merits of the request and is subject to operational considerations. Unless the situation is an emergency or is unexpected or sudden, the employee must notify their supervisor at least forty-eight (48) hours in advance.

3. Employees are required to work out a reasonable arrangement with their supervisor for the reimbursement of time granted for special leave beyond the three (3) days allowance. Final determination of the arrangement for reimbursement is subject to the discretion of the supervisor and may include rescheduling hours and/or working at home.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages and deductions.

20.02 Vacation Pay

Employees may, upon giving at least fifteen (15) working days' written notice receive on the last office day preceding commencement of their annual vacation, an advance equal to ninety per cent (90%) of the pay due during their vacation period. Upon return to work the Employer will pay to the Employee the balance on following pay period.

20.03 Overtime Meal Allowance

Employees required to work more than two (2) hours overtime, in addition to their regular shift on that day, shall be:

1. Provided with a meal by the Employer; or
2. Provided with a cash payment in lieu thereof in the amount of twenty dollars ($20.00).

20.04 Educational Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an Employee to better qualify himself to perform their job.

20.05 Application of Retroactive Rates

If an Employee terminates their employment after the expiration of an existing Collective Working Agreement, they shall be paid retroactive rates (on a pro rata basis) only if a revised Collective Working Agreement is signed within six (6) months of the expiration of the previous Agreement

20.06 Acting Pay

When an Employee is required to perform the principal duties and responsibilities of an Employee in a higher paid classification for five (5) days or more, the relieving Employee shall be paid six per cent (6%) over and above their normal salary or the "A" level for the acting position, whichever is greater, for all such time worked. When an Employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

20.07 On-Call Pay

When on-call duty is assigned it shall first be offered on a voluntary basis to qualified Employees within a Division. If additional Employees are required the Employer shall designate who will be on-call. Employees who are "on-call" shall be immediately available by direct telephone contact and shall be paid at the rate of one hundred and fifty dollars ($150.00) per week (Monday to Friday). Effective January 1, 2026, the rate shall increase to one hundred and seventy-five ($175). Effective January 1, 2027, the rate shall increase to two hundred ($200).

Employees who are "on call" shall be immediately available by direct telephone contact and shall be paid at the rate of one hundred dollars ($100.00) per weekend (Saturday and Sunday). Effective January 1, 2026, the rate shall increase to one hundred and twenty-five ($125). Effective January 1, 2027, the rate shall increase to one hundred and fifty dollars ($150).

Employees performing on-call duty during a statutory holiday shall have the option to be paid an additional fifty dollars ($50.00) or accumulate the equivalent time in lieu.

Employee(s) performing on-call duty during the week (Monday to Friday) and weekend (Saturday and Sunday) shall have the option of compensation in the form of eight (8) hours off, at straight time, in lieu.

Call-back shall only be paid where the Employee is called in and reports to work.

Notwithstanding the foregoing, qualified and designated Employees within a Division may exchange on call duty with Supervisor consent provided that they have given at least twenty-four (24) hours notice.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the Union presents written objections, a joint committee of Management and Union Representatives will meet to fully discuss any disputed job descriptions. Revised job descriptions shall be provided to the Union in January of each year.

ARTICLE 22 - WELFARE BENEFITS

22.01 Hospital and Medical Insurance

The Employer shall pay one hundred per cent (100%) of the premiums of the benefit carrier attached as Appendix “B”.

The Benefit for Dental care shall be $2500.00 annually.
The Benefit for Vision care shall be $500 for every 24 months.

22.02 Retirement Benefits

In addition to the Canadian Pension Plan, every Employee shall join the Ontario Municipal Employees' Retirement System. The Employer shall notify each Employee in writing when they become eligible to join/enter OMERS. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

The Employer and the Union mutually agree that each full-time or qualifying part-time member or their dependents shall be entitled, on the employee’s retirement or death, resignation or dismissal, to the benefits of the Ontario Municipal Employees Retirement Scheme.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Health and Safety Committee

In order to promote the occupational health and safety of Employees, the Employer and the Union acknowledge the Employer-Employee Joint Health and Safety Committee. The Committee has an obligation to inspect the workplace on a regular basis, and to provide recommendations to the Employer with respect to health and safety issues in the workplace.

Union Representatives shall be maintained on the Health and Safety Committee and shall be as required by the *Occupational Health and Safety Act* of Ontario, as amended from time to time. The Union shall notify the Employer, in writing, of the names of its representatives on this Committee.

23.02 Pay for Injured Employees

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a qualified Medical Physician states that the Employee is fit for further work on that shift.

Where an Employee who is injured during working hours is absent beyond the day of the injury, and is approved for Workplace Safety & Insurance Benefits, the Employer shall pay the Employee a top-up of the difference between WSIB and ninety per cent (90%) of that Employee's net salary for a period of up to three (3) years to ensure net salary and benefits are not reduced beyond ten per cent (10%) by reason of compensation payment while the Employee is unable to perform the essential duties of their job or suitable work.

The Employer and the Union agree that the "net salary" provision takes into account the non-taxable nature of WSIB payments, and that deductions for income tax at year-end will be based on the Employer-paid portion of the Employee's pay to ensure that an Employee who has been on WSIB receives no less, but no more, net salary than an Employee who has been working.

23.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

23.04 First Aid Kits

First aid kits shall be supplied by the Employer. These kits shall be located in a prominent place on each floor of the buildings and in each vehicle.

23.05 Pest Control

The Employer will provide the following support to those employees whose homes and/or vehicles become infested with insects as a direct result of the performance of their employment duties in accordance with reasonable established precautionary measures.

An Employee may take up to one (1) day off, with pay, with supervisors' approval to address the issue.

The Employer will develop and post prevention and treatment protocols for employee(s).

The Employer will schedule and pay for the cost of treatment including any follow-up treatment required.

The Employer reserves the right to refuse a claim where appropriate and practical prevention and treatment protocols have not been followed. The Employer will not unreasonably deny a claim to an employee.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Boards

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

24.02 Car Mileage

If an Employee is required by the Employer to use their car, mileage shall be paid at the rate per kilometre, considered as reasonable by the Canada Revenue Agency, for the first five thousand (5,000) kms and the rate per kilometre considered as reasonable by the Canada Revenue Agency thereafter. The rate will be adjusted annually effective January 1, based on the comment rate considered as reasonable by the Canada Revenue Agency. However, the minimum payment for Employees who must have an automobile available for business purposes will be sixty dollars ($60.00) per month and Employees who receive the allowances will, upon

request, be provided with an accurate signed form T2200 (Revenue Canada) confirming the automobile use as a work requirement.

24.03 Clothing Allowance

1) The Employer shall provide hard hats, raincoats, rubber boots, winter parka, and leather gloves and work pants to Employees who require them in the performance of their duties. Replacements will be issued on return of worn/soiled items. Employees are responsible to maintain and clean all items and exercise due diligence in their use.

2) Personal protective equipment such as safety boots shall be provided by the Employer to Employees who are required to wear them. Replacements will be issued on return of worn items.

24.04 Technological Change

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will result in the termination or layoff of Employees within the Bargaining Unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.

Employees with one (1) or more years of continuous service, who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time.

24.05 Staff Training and Development

The Housing Services Act (HSA) requires that all housing providers develop and have approved by the Board a corporate training plan. As well, the Employer recognizes that training and development of staff will be encouraged in the following areas:

- training of new employees;
- improving the performance and / or enriching the knowledge base of experienced employees;
- addressing operational problems; and,
- developing employees for future growth within the Employer.

This article applies to training and development judged to be related to the employee's work but also covers training and development judged to be of

future benefit to the Employer, and full or partial reimbursement will be considered.

If employment is terminated by the employee or with cause by the Employer within one year of completion of the course, the Employer may require reimbursement for the full cost of the course.

In cases of training and development requiring a leave of absence in excess of ten working days, reimbursement for the full cost of the course may be required if employment is terminated by the employee or with cause by the employer within two years of completion of the course.

Procedure

For the purpose of this article, staff training and development will be grouped into the following five categories:

PART A Training and Development Outside Regular Working Hours
PART B Training and Development During Regular Working Hours
PART C Training and Development Requiring a Leave of Absence for Periods of Ten Working Days or Less
PART D Training and Development Requiring a Leave of Absence in Excess of Ten Working Days
PART E In-House Training and Development.

General Provisions

1. Except under specific extenuating circumstances that may be approved by the Executive Director, should an employee fail to successfully complete the sponsored program of study, or fail to remain with the Employer for the period of time committed, the Employer will recover from the employee the total amount of money incurred in sponsoring the employee.

2. Leave of absence with pay and without loss of seniority will be granted to allow an employee to write examinations.

PART A: TRAINING AND DEVELOPMENT OUTSIDE REGULAR WORKING HOURS

1. ELIGIBILITY

(i) Reimbursements are available to any full-time or permanent part-time employee.
(ii) The employee must request reimbursement for the course of study in writing using the Application for Staff Training and Development Form.
(iii) The resignation or discharge of an employee during the course of study automatically terminates the eligibility for benefits under this article.

2. CONDITIONS AND PROCEDURES

(i) Courses that are job related and offered by a recognized institution as determined by the employer will be given first consideration.
(ii) Courses that are not specifically job related but are judged to be of future benefit to the Employer will be given secondary consideration.
(iii) Course attendance must be on the employee's own time and not interfere with their regular duties.
(iv) A completed Application for Staff Training and Development Form must be approved by the Manager or Supervisor before it is submitted to the Executive Director (or Board President for the Executive Director) for approval.
(v) A separate application must be completed for each individual course subject and must include a full description and cost of the course.

3. APPROVAL

(i) Approval for reimbursement for specific courses must be obtained prior to enrollment.
(ii) Each course must be approved individually.
(ii) Employees enrolling in an identical or equivalent course of which they have been previously reimbursed are not eligible for reimbursement a second time, unless the course is specifically required by the Employer or as a requirement for completion of a certificate program.

4. FUNDING AND REIMBURSEMENT

(i) Full registration and/or tuition fees may be reimbursed at the time of enrollment if requested by the employee with submission of valid original receipts showing the registration and tuition fee paid. Reimbursement to the Employer of the full cost of the course may be required if the course is not successfully completed.

(ii) All costs for books, materials and equipment required for the course that are not included in the registration fee are also the responsibility of the Employer.

(iii) All records and commitment agreements will become part of the employee's personnel file and will be retained by the Executive Director.

PART B: TRAINING AND DEVELOPMENT DURING REGULAR WORKING HOURS

With the approval of the Manager/Supervisor and the Executive Director, an employee may take courses during regular working hours. Eligibility, conditions, procedures, approval, funding and reimbursement for training and development during regular working hours will be the same as those described in Part A of this policy, "Training and Development Outside Regular Working Hours".

PART C: TRAINING AND DEVELOPMENT REQUIRING A LEAVE OF ABSENCE OF TEN WORKING DAYS OR LESS

Eligibility, conditions, procedures, approval, funding and reimbursement for training and development during regular working hours will be the same as those described in Part A of this policy, "Training and Development Outside Regular Working Hours". While on education approved leave of absence of ten working days or less, an employee will be eligible to receive full salary and all benefits.

PART D: TRAINING AND DEVELOPMENT REQUIRING A LEAVE OF ABSENCE IN EXCESS OF TEN WORKING DAYS

1. ELIGIBILITY

(i) Sponsorship is available to any full-time or permanent part-time employee who has completed one year of continuous service prior to the date on which the leave of absence is requested.

(ii) Leave in excess of ten working days will be leave without pay if the course is not specifically job related but is judged to be of future benefit to the Employer.

2. CONDITIONS AND PROCEDURES

(i) The course must be job related and offered by a recognized institution as determined by the Employer.

(ii) When employees are granted an unpaid leave of absence, the absence will be recorded as "other leave (not paid)" on the time sheets.

(iii) If the absence of a full-time employee exceeds thirty (30) days, service for the purposes of vacation entitlement, seniority, the short and long-term wage replacement plans and pension plans will not be accumulated.

(iv) Employees will be responsible for the total premium costs of all benefits for the total period of absence if they choose to remain enrolled in the program.

(v) Should the employee choose to remain in the OMERS pension plan during the leave period, the employee must also pay the employer's share of OMERS contributions.

(vi) A completed Application for Staff Training and Development Form detailing the course must be approved by the Manager/Supervisor before it is submitted to the Executive Director.

(vii) A separate application must be completed for each individual course and must include a full description, time commitment and cost of the course.

(viii) Should the program of study extend beyond one year, each additional year of study must be resubmitted for approval prior to enrollment in that year.

(ix) While is it the Employer 's intention to continue supporting the full program of study for which prior approval was given, the Employer reserves the right to reassess its decision and to withdraw its sponsorship at any given time. Where possible, advance notice will be provided.

3. APPROVAL

Same as in Section A.

4. FUNDING AND REIMBURSEMENT

(i) Every effort should be made by the employee to obtain subsidies, scholarships or bursaries. Where such subsidies, scholarships or bursaries have been received, the value of the awards will be deducted from the amount the Employer otherwise would have incurred in sponsoring the employee.

(ii) Courses that are job related and offered by a recognized institution as determined by the Employer will be given first consideration.

(iii) Courses that are not specifically job related but are judged to be of future benefit to the Employer will be given secondary consideration.

(iv) A completed Application for Staff Training and Development Form must be approved by the Manager/Supervisor before it is submitted to the Executive Director for approval.

(v) A separate application must be completed for each individual course and must include a full description, time commitment and cost of the course.

PART E: IN-HOUSE TRAINING AND DEVELOPMENT

1. ELIGIBILITY

In-house training and development may be made available to any employee of the Employer. Programs may vary from informal instruction, guidance or counseling to more formalized in-house orientation programs, skill workshops or development courses and seminars.

2. COSTS

All costs for training and development, including expenses for books, materials and equipment, will be incurred by the Employer.

3. APPROVALS

Where training or development requires a leave of absence from the worksite, prior approval must be obtained from the Manager/Supervisor or designate.

ARTICLE 25 - GENERAL

25.01 Continuance of Acquired Rights

It is understood and agreed that all provisions herein are subject to applicable laws now or hereafter in effect. If any law now existing, or hereafter enacted, or proclamation, or regulation shall invalidate any portion of this Agreement, or if there is any amalgamation, annexation, merger or other structural change of the organization, the entire Agreement however shall not be invalidated and the existing rights, privileges and obligations of the Employer and Employees covered by this Agreement remain in existence and either party hereto upon notice to the other may reopen for negotiation this present Agreement, but such reopened negotiations shall be limited to matters affected by the matters herein specifically set forth.

25.02 Present Conditions to Continue

All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are provided for in this Agreement but may be modified by mutual agreement between the Employer and the Union.

25.03 Contracting Out Procedures

1. Contracting out will be defined as the carrying out of work by a firm or a private contractor, which work was formerly done by the Employer itself utilizing its own regular staff and work crews.

2. It is recognized that certain services have in the past been contracted out and that the Employer shall continue this practice without reference to the procedures discussed herein.

3. If the Employer wishes to contract out any service which will result in the reduction of permanent Employees on the payroll of the Corporation, the following shall occur:

    a) The Employer shall give notice to the Union, sixty (60) days in advance of the date the Employer expects to contract out the service.

    b) The Union can concur with the arrangement or prepare an alternate proposal. The Executive Director shall meet with the Union within ten (10) days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.

c) Where the Union and Executive Director do not reach agreement, both parties will present their case to the Board of Directors and the Board of Directors' decision will be final and binding.

d) There shall be no recourse to any grievance or arbitration procedures.

4. The Employer shall retain complete responsibility and the right to determine the methods by which services are provided. However, in the event that an Employee of three (3) or more years of continuous service is displaced from their job as a result of contracting out of work or services, the Employer shall take one (1) or a combination of the following actions:

a) Relocate the Employee in another job in their area of competence if a vacancy exists within the Bargaining Unit.

b) If (a) is not possible, but a position is available in which the Employee could be retrained within a period of two (2) months, the Employer will assume the responsibility of establishing the retraining program.

c) For all Employees who are within five (5) years of normal retirement age and who have ten (10) or more years of continuous service with the Employer, the Employer will attempt to work out an early retirement that would be mutually acceptable to the Employee and the Employer. In discussing the early retirement arrangements, the Union is to be involved.

d) If none of the foregoing action is possible, and it is necessary to terminate the employment of the Employee, it is agreed to provide the Employee with a separation settlement equal to three (3) months net pay.

25.04 Labour Management Committee

Both parties recognize the importance of establishing and maintaining a joint Labour Management Committee with equal representation. The Committee's purpose shall be:

1. To promote and improve communication between Labour and Management.

2. To exchange information in order to positively effect the goals of the enterprise and the goals of the Employees.

3. To initiate and recommend improvements in operations of the work force.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind

either the Union or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. Health and safety issues may be referred to this Committee should they not be resolved at the Departmental level.

Minutes of the meetings shall be recorded by the Employer and distributed to both parties.

ARTICLE 26 - WSIB

26.01 All employees shall be covered by the Workers' Safety and Insurance Act

26.02 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.*

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ARTICLE 27 - DUTY TO ACCOMMODATE/RETURN TO WORK

27.01 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

27.02 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

27.03 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

27.04 The Employer is required to:
- Accept accommodation requests in good faith
- Request only information that is required to make the accommodation
- Obtain expert advice or opinion where necessary
- Take an active role in ensuring that all possible solutions are examined

- Maintain the confidentiality of persons with disabilities
- Deal with accommodation requests in a timely way.

ARTICLE 28 - INCLEMENT WEATHER

28.01 Although employees are expected to report for work even on stormy days, the Employer recognizes that it is sometimes unreasonable to expect employees to risk their own safety driving to work in extreme weather conditions. If the weather conditions are extreme, and an employee attempts to travel to work but is forced back by unsafe conditions, they should advise their supervisor immediately to report their inability to report to work.

For the purpose of clarity, extreme weather conditions include, but is not limited to severe snow and/or ice storm, high winds such as tornadoes, floods and other related weather issues.

28.02 School closure

In the event of severe weather conditions where buses are cancelled but schools remain open, employees will be expected to make all reasonable effort to report to work. If an employee in the affected areas of cancellation is unable to report to work because of the weather conditions, the employee will notify their immediate supervisor as soon as possible. It is expected that the employee will continue to make all reasonable efforts throughout the day to report to work.

28.03 Responsibility pay

Should an employee be required to perform the work of an employee in a classification with a higher rate of pay due to inclement weather, the employee shall receive the rate of pay of the higher classification.

28.04 Attendance Management

The Employer recognizes that in managing its attendance management program, in the event of absences and lateness during inclement weather, it must consider the explanations and weather circumstances prior to imposing any attendance notation.

28.05 Access to banked leave

Employees who are unable to report to work because of inclement weather may charge the time to: vacation, personal holiday, accrued compensatory time, leave without pay. Employees who take leave without pay on their last workday preceding a holiday due to inclement weather

will not be deemed ineligible for holiday pay because of such leave. Employees reporting to work less than two (2) hours late or leaving less than two (2) hours early due to inclement weather shall not have their pay reduced as a result and will not have to charge their accrued leave time for such late arrival/early departure.

ARTICLE 29 - VEHICLE INSURANCE

The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may occasionally be required to transport staff and/or clients in their personal vehicles during and as a condition of employment, this additional requirement shall also be included on the job postings and/or job descriptions.

29.01 Employees that may be required to utilize their personal vehicles for any work-related purpose, including driving from one Employer location to another, and tenants' houses, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose. Employees will use best efforts to determine from their insurer if added coverage is required and will obtain a valid quote from their insurer for this added coverage. If added coverage is not required, employees will request a written waiver from their insurer signifying that added coverage is not required to use their personal vehicle for work-related purposes.

29.02 Employees shall promptly provide a copy of the quote or waiver, as the case may be, to the Employer.

29.03 The Employer shall approve the quote and thereafter promptly provide the Employee with the funds required to purchase the added coverage from their insurer for the use of their personal vehicle for work-related purposes.

29.04 Employees shall provide the Employer with written proof of the added coverage purchased from their insurer.

29.05 The Employer shall be solely responsible for any increases in the cost of the premiums for the added coverage purchased by the Employee from their insurer, at any time.

29.06 Employees shall provide sufficient notice of renewal of the added coverage they have purchased from their insurer annually, at minimum, and the Employer shall promptly provide the Employee with the funds required to renew the Employee's coverage without interruption.

29.07 Employees shall not be required or requested to utilize their personal vehicle for any work-related purpose if the requirements under Article 29 are not fulfilled by the Employer.

29.08 Should the Employer require Employees to utilize company vehicles in place of or in addition to their personal vehicle for work-related purposes, the Employer shall obtain appropriate insurance coverage at its sole cost and provide a current and complete copy of the fleet insurance to the Union when requested.

ARTICLE 30 - TERMS OF AGREEMENT

30.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2026 to December 31, 2028 and shall continue from year to year thereafter unless either party desires amendments which shall be made in accordance with Article 26.03.

30.02 Changes in Agreement

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

30.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) to ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. A mutually agreeable date for negotiating renewal or revision of the Agreement shall be established within five (5) working days of receipt of such notice by either party. Both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

30.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

(a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;

(b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend

beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall, unless other specified, apply retroactively to that date.

30.05 Annual Increments

Employees shall progress through their classification level within a salary group (increment) on an annual basis. The revised rate shall be effective from the date of formal appointment into their position.

30.06 Classification of Positions

The Union recognized that it is the Employer's right to classify positions. In the case of an Employee who holds a position which is being reclassified to one designated with a higher salary group, then the Employee shall receive
a salary designation of not less than five per cent (5%) above their current rate. In the case of an Employee who holds a position which is being declassified to one designated with a lower salary group, then the employee shall be red-circled.

The revised rate shall be effective from the date of formal appointment.

Signed electronically by the Parties.

Laurene Wagner (Jun 24, 2026 12:01:09 EDT)

Alyssa Peyton
Alyssa Peyton (Jun 19, 2026 16:05:43 EDT)

Anna Bagus
Anna Bagus (Jun 25, 2026 06:08:29 EDT)

Thomas Pilon (Jun 23, 2026 17:23:12 EDT)

Thomas Bélanger (Jun 25, 2026 07:05:46 EDT)

Amanda Montroy (Jun 23, 2026 18:00:25 EDT)

SCHEDULE "A" - Nepean Housing Corporation

3% increase effective January 1, 2026

Position	A	B	C	D	E
Financial Services Officer (35 hours)	$32.82	$33.96	$35.12	$35.61	$37.71
Tenant Rental Coordinator (35 hours)	$30.05	$31.24	$32.23	$33.34	$34.54
Tenant Accounts Coordinator (35 Hours)	$30.05	$31.24	$32.23	$33.34	$34.54
Tenant Relations Coordinator (35 hours)	$30.05	$31.24	$32.23	$33.34	$34.54
Senior Maintenance Technician (40 hours)	$31.85	$33.00	$34.17	$35.34	$36.60
Maintenance Technician (40 hours)	$30.05	$31.24	$32.23	$33.34	$34.54
Maintenance Assistant (40 hours)	$26.06	$26.96	$27.94	$28.89	$29.90
Property Services Technician (40 hours)	$26.06	$26.96	$27.94	$28.89	$29.90

3% increase effective January 1, 2027

Position	A	B	C	D	E
Financial Services Officer (35 hours)	$33.80	$34.98	$36.18	$36.68	$38.84
Tenant Rental Coordinator (35 hours)	$30.95	$32.18	$33.20	$34.34	$35.57
Tenant Accounts Coordinator (35 Hours)	$30.95	$32.18	$33.20	$34.34	$35.57
Tenant Relations Coordinator (35 hours)	$30.95	$32.18	$33.20	$34.34	$35.57
Senior Maintenance Technician (40 hours)	$32.80	$33.99	$35.19	$36.40	$37.69
Maintenance Technician (40 hours)	$30.95	$32.18	$33.20	$34.34	$35.57
Maintenance Assistant (40 hours)	$26.84	$27.76	$28.78	$29.76	$30.80
Property Services Technician (40 hours)	$26.84	$27.76	$28.78	$29.76	$30.80

3% increase effective January 1, 2028

Position	A	B	C	D	E
Financial Services Officer (35 hours)	$34.81	$36.03	$37.26	$37.78	$40.00
Tenant Rental Coordinator (35 hours)	$31.87	$33.14	$34.19	$35.37	$36.64
Tenant Accounts Coordinator (35 Hours)	$31.87	$33.14	$34.19	$35.37	$36.64
Tenant Relations Coordinator (35 hours)	$31.87	$33.14	$34.19	$35.37	$36.64
Senior Maintenance Technician (40 hours)	$33.79	$35.01	$36.25	$37.49	$38.82
Maintenance Technician (40 hours)	$31.87	$33.14	$34.19	$35.37	$36.64
Maintenance Assistant (40 hours)	$27.65	$28.60	$29.65	$30.65	$31.72
Property Services Technician (40 hours)	$27.65	$28.60	$29.65	$30.65	$31.72