

1ST COLLECTIVE AGREEMENT

~between~

NATIONAL JUDICIAL INSTITUTE

~and~



SOCIETY *of*
UNITED PROFESSIONALS
IFPTE 160

NJI Local

Expiring March 31, 2021

ARTICLE 1 – LANGUAGE

1.1

Both Parties to this Collective Agreement recognize its objective is to promote harmonious relations between the National Judicial Institute and the Society of United Professionals, International Federation of Professional and Technical Engineers, Local 160 and its Members. To serve this end, it is understood that both Parties acknowledge the value of joint discussions, fair negotiations and the importance of mutual respect in all dealings.

The Parties will create and maintain a fair, transparent and collaborative work environment at the National Judicial Institute.

1.2

The Parties agree that the following principles will be respected:

- a) provide orderly Collective Bargaining and harmonious relations between the National Judicial Institute, the Society of United Professionals and Employees covered by this Agreement; and
- b) to promote the prompt and fair disposition of grievances.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 – SCOPE AND RECOGNITION

The National Judicial Institute recognizes the Society of United Professionals, International Federation of Professional and Technical Engineers, Local 160 as the sole bargaining agent for all Employees of the National Judicial Institute working in or out of Ottawa, Ontario, save and except managers, persons above the rank of manager, accounting/finance and clerical staff and persons employed in a confidential labour relations capacity. For clarity, accounting/finance staff are accounts payable, accounts receivable and senior accountant. Clerical staff are receptionist and administrative assistants.

ARTICLE 3 – DEFINITIONS

3.1

“Employer” means the National Judicial Institute and/or any representatives of the National Judicial Institute.

3.2

“Society” means the Society of United Professionals, International Federation of Professional and Technical Engineers, Local 160.

3.3

“Employee” means an individual who is represented by the Society as set out in Article 2 of this agreement.

3.4

“Society Staff Officer” means an Employee of the Society.

3.5

“Society Representative(s)” means individuals elected or appointed by the Society, including but not limited to Local Vice President (LVP), Unit Director (UD) and Delegate.

3.6

“Indefinite Employee” means an Employee who is employed as a Full Time Employee or Part Time Employee as defined in Article 3.8.

3.7

“Definite Employee” means an Employee hired for a specific term not to exceed twenty four (24) months, to replace an Employee who will be on approved leave of absence, absence due to disability, sick leave, long term disability or to perform a special non-recurring task. Any extensions must have mutual agreement of the Society Representative and the Employer. A Definite Employee has all rights and privileges under the Collective Agreement, except where expressly stated. The release or discharge of a Definite Employee shall not be the subject of a grievance or arbitration.

The Employer will outline, in writing, to the Definite Employee and the Society Representative, the start and end date of the assignment, the circumstances giving rise to the vacancy, and any special conditions relating to such employment.

This clause would not preclude Definite Employees from using the job posting provision under the Collective Agreement and any successful applicant will be credited with the service and seniority as set out in Article 15.2.

3.8

“Part Time Employee” can be either Definite or Indefinite. Should the Employer decide to hire a Part Time Employee(s), the Parties agree to negotiate in good faith part-time language pertaining to:

- a) Vacation time and pay
- b) Holiday Pay
- c) Benefits
- d) Sick Leave
- e) Seniority

3.9

“Articling Student” is an Employee who is hired as an Articling Student governed by Law Society of Ontario (LSO) and who qualifies for the Ontario articling program pursuant to the LSO. The Employer will comply with the LSO requirements regarding the articling period and supervision, training and education and leaves. This Collective Agreement shall apply to all Articling Students employed by the Employer, except, Vacation, Sick Leave, Bereavement Leave, and any other Leave provisions, Benefits, and Long Term Disability. Any termination / discharge of an Articling Student is not subject to the grievance or arbitration provisions of the Collective Agreement. Any other rights applicable to Articling Students terminate at the conclusion of the articling term.

The Employer will outline, in writing, to the Articling Student and the Society Representative, the start and end date of the articling period.

This clause would not preclude an Articling Student from using the job posting provision under the Collective Agreement to apply for any position that starts after the completion of the Articling period and any successful applicant will be credited with the service and seniority as set out in Article 15.2 for Definite Employees. Articling Student’s rights under the Collective Agreement shall terminate at the end of the articling period except where otherwise stated in the Collective Agreement.

3.10

“Workplace” is defined as the NJI offices in Ottawa, and any off-site program locations. It is understood that the definition of Workplace does not expand the scope of the Collective Agreement in Article 2. Further, it is understood that the definition of Workplace does not cover an Employee’s Telework Place.

3.11

“Telework” is a flexible work arrangement whereby Employees have approval to carry out some or all of their work duties from a telework place.

3.12

“Telework Place” is the alternative location where the Employee is permitted to carry out the work otherwise performed at or from their designated workplace.

ARTICLE 4 – NO DISCRIMINATION

4.1

Human Rights Code

The Parties hereto subscribe to the principles of the *Ontario Human Rights Code*.

4.2

Discrimination and Harassment

The Employer will, in cooperation with the Society, promote a work environment that is free from harassment and discrimination where all Employees are treated with respect and dignity as set out in *Bill 168 of the Ontario Occupational Health and Safety Act*.

Notwithstanding the above, every Employee has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences (as defined by the *Ontario Human Rights Code*), marital status, family status or disability and any of the prohibited grounds contained in the *Ontario Human Rights Code*, as may be amended from time to time.

4.3

The Parties agree to promote a work environment that is free from discrimination and harassment (including sexual harassment) at the Workplace or NJI functions (i.e. conferences, training session, NJI organized social functions, etc.).

A reasonable action taken by the Employer or an Immediate Supervisor relating to the management and direction of Employees or the workplace is not workplace harassment. Workplace harassment does not include legitimate business decisions or actions relating to the Employee's employment, including a legitimate decision to change the work to be performed or the working conditions, monitor and manage performance, impose discipline or terminate employment.

ARTICLE 5 – WORKPLACE VIOLENCE, HARASSMENT AND/OR DISCRIMINATION COMPLAINTS

5.1

The Employer will maintain a NJI Workplace Violence and Harassment Prevention policy consistent with the *Ontario Human Rights Code*, *Bill 168 of the Ontario Occupational Health and Safety Act* and the policy will be provided to all Employees and the Society.

5.2

- a) Any Employee who experiences harassment and/or discrimination in the workplace may submit a written complaint through the NJI Workplace Violence and Harassment Prevention Policy and shall be known as the Complainant. The Employer will advise the Complainant(s) of their right to have a Society Representative present throughout the process outlined in the Employer Program(s).
- b) Any Employee who is accused of harassment, and/or discrimination in the workplace shall be known as the Respondent(s) and shall receive a copy of the written complaint. The Employer will advise the Respondent(s) of their right to have a Society Representative present throughout the process outlined in the Employer Program(s).
- c) Any external individual(s) accused of harassment and/or discrimination in the Workplace shall be addressed through NJI's Workplace Violence and Harassment Prevention Policy.
- d) Notwithstanding the above, any Employee who experiences harassment, and/or discrimination in the workplace may file a grievance in addition to, or instead of, filing a complaint through the NJI Workplace Violence and Harassment Prevention Policy.
- e) Upon receiving a complaint, Employer shall immediately notify the Society Representative of the general nature of the complaint, including the names of the Complainant(s), Respondent(s) and/or external individual(s).

ARTICLE 6 – GENDER IDENTIFICATIONS

The Parties agree that this Collective Agreement shall be written in gender neutral language.

The Employer commits to using gender neutral nouns, pronouns and adjectives when developing and revising its policies and procedures.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1

The Society acknowledges that it is the right of the Employer to manage its operations and Employees except as limited by the terms of this Collective Agreement. Without restricting the generality of the foregoing, the Society acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) to hire, direct, classify, transfer, promote, demote, layoff and recall Employees;
- c) discipline or discharge Employees for just cause, including but not limited to failure to follow written procedures developed by the Employer and/or standards for the handling of cases which have been made known to the Employees, provided that a claim by an Employee who has seniority that they have been unjustly disciplined or discharged may be the subject of a Grievance and dealt with as hereinafter provided;
- d) establish and enforce rules and regulations to be observed by Employees;
- e) determine, in the interest of the efficient operation and the highest standards of service, classifications, the descriptions of the jobs, determine job content, qualifications of an Employee to perform any particular job, the hours of work, work assignments, methods of

doing the work, and the working establishment for any service and the standards of performance for all Employees, and all other matters not specifically set out elsewhere in this Agreement;

- f) determine the number of Employees required from time to time, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- g) determine when overtime shall be worked.
- h) it is understood that none of the above shall contravene or eliminate the rights as set out in this Collective Agreement.

7.2

The Society recognizes the exclusive function of the Employer to make, alter and enforce from time-to-time, reasonable rules and policies that are not inconsistent with the provisions of this Collective Agreement. The Employer is obligated to provide the Society and all Employees with a copy of all human resource policies and rules. The Employer will notify the Society at least forty eight (48) hours in advance of amendments, additions, or changes to their human resource policies and rules.

ARTICLE 8 – UNION MEMBERSHIP, ACTIVITY AND REPRESENTATION

8.1

The Employer shall not discriminate against any Employee on the basis of membership or activity in the Society, including exercising any rights related to representation or engaging in Society related activities.

8.2

The Employer acknowledges the exclusive right of the Society to determine its representation. The Employer will provide the Society Staff Officer and/or the Society Representative access to the Employer premises for the purpose of representing Employees for meetings where discipline is being imposed, in any grievance meetings, any joint Society-Management meetings, or any other meetings where the Parties mutually agree.

8.3

The Society agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Collective Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

8.4

Where access to a Workplace is blocked by a legal picket line the Society will take proactive steps to facilitate protocols for Employee access to the Workplace with the striking Union. Employees shall make reasonable efforts to access the workplace. An Employees inability to cross a picket line or delayed entry to the Workplace by a picket line despite making reasonable attempts shall not be subject to disciplinary action.

8.5

The Society agrees that neither it, nor its Officers, Agents, Representatives and Members will hold meetings on the Employers premises without the prior approval of the Employer, except as specifically provided for in this Collective Agreement. Such approval will not be unreasonably denied.

ARTICLE 9 – UNION SECURITY

9.1

Once each pay period, the Employer will deduct from the pay of each Employee, starting with the pay period nearest to the Employee's date of hire, an amount equal to their regular bi-weekly Union Dues as prescribed by the Society. The Society shall notify the Employer in writing of the amount of such dues from time to time. Where there is a change in the amount of such dues the change shall be implemented within two (2) full pay periods after the Society having given written notice.

9.2

All dues so deducted shall be remitted to the Society not later than the fifteenth (15) day of the month following the month in which such deductions are made, together with a form provided by the Society.

9.3

The Society agrees to indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

9.4

The Employer agrees to report total dues deducted annually on each Employee's T-4 slip.

9.5

The Employer agrees that the current formula of Union dues deduction will be applied to all retroactive wage increases.

9.6

The Employer will provide the Society with a list, of all lay-offs, recalls, and positions which have been vacated within the bargaining unit every three (3) months.

9.7

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Collective Agreement. No individual Employee or group of Employees shall undertake to represent the Society at meetings with the Employer without proper authorization from the Society.

9.8

The Employer agrees to acquaint new Employees of the fact that a Collective Agreement is in effect and to advise new Employees of the names of the Society Representative(s). The Employer agrees:

- a) that a Society Representative will be given the opportunity to meet with all new Employees within regular working hours, without loss of pay or benefit, for up to thirty (30) minutes during the Employee's or group of new Employees' orientation meeting which will be scheduled within the first two (2) weeks of employment;
- b) to provide the Society with the name, job classification, Definite or Indefinite status and salary of all newly hired Employees within a month of the Employee's start date;
- c) to provide the Employees with a copy of the Collective Agreement on the first day of working on the job.

ARTICLE 10 – UNION REPRESENTATION AND COMMITTEES

10.1

From time to time, the Parties may mutually agree to form ad hoc committees for the purposes of collaborating on matters of joint interest. Such ad hoc committees will have mutually agreed-to purpose, terms of reference, representation and duration

10.2

Joint Society Management Committee (JSMC)

The JSMC will be a standing committee comprised of two (2) representatives of the Employer and two (2) Society Representatives who are Employees. The JSMC will meet at least every six (6) months during each calendar year. Either Party may request additional JSMC meetings if required, the specific reason for additional meetings must be provide at the time of the request. The Parties will mutually agree to two meeting dates for each year in January. The Employer and the Society will select a Co-Chair and the Co-Chairs will alternate as Chair of the meetings. Agenda items shall be exchanged no less than twenty four (24) hours prior to a JSMC meeting unless mutually agreed otherwise. Each Party will be responsible for maintaining their own minutes. Unless mutually agreed upon, it is further understood that the JSMC shall not deal with those matters which are properly matters for collective bargaining or which should properly be handled by the grievance procedure.

10.3

Bargaining Committee

The Bargaining Committee will be comprised of up to three (3) representatives of the Employer and up to three (3) Society Representatives who are Employees.

The Society may request Union Leave for negotiation preparation time and such requests shall not be unreasonably denied but shall be subject to operational requirements. Negotiations preparation time shall be excluded from Article 31. Union Leave under this article shall be reimburse as per Article 31.

Notwithstanding the above, either Party has the right to additional representation, at their own discretion and expense. It is understood that if the Society requires an additional Employee to attend bargaining to address a specific issue, the Society will request approval from the Employer. Approval will be granted based on operational requirements and will not be unreasonably denied. Each Party shall provide the names of their committee members prior to commencement of negotiations.

It is further understood that the Parties shall jointly bear the costs of renting meeting rooms for the negotiation of the Collective Agreement.

10.4

Society Representatives

The Employer agrees to recognize three Society Representatives, as defined in Article 3.5 and the Society Staff Officer as defined in Article 3.4, for the purpose of dealing with Society business as provided under this Collective Agreement.

- a) The Society shall keep the Employer notified in writing of the names of Society Representatives as well as the effective date of their respective appointments. Should there be any changes to the Society Representatives, the Society will advise the Employer within one week.
- b) A Society Representative or designate may assist in the presentation of any grievance.
- c) It is agreed that Society Representatives who are Employees, have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their Immediate Supervisor. Such permission shall not be unreasonably denied. When resuming their regular duties and responsibilities, the Society Representative shall again report to their Immediate Supervisor.
- d) A Society Representative shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

10.5

Communications

All communications between the Employer and the Society will include the Director of Operations and the designated Society Representative.

10.6

Right to Representation

Employees shall have the right to the representation of a Society Representative, as set out in Article 8.2.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCESS

11.1

Employee or Group Grievance

- a) It is the mutual desire of the Parties to this Agreement that a grievance of an Employee shall be resolved as promptly as possible. The grievance form, which shall be supplied by the Society, must specify the nature of the grievance, the remedy sought and the sections of the Collective Agreement allegedly violated.
- b) A grievance shall be defined as any difference arising out of the interpretation, application or alleged violation of the Collective Agreement.

11.2

If there is a disagreement with respect to the interpretation, application or alleged violation of the Collective Agreement, the disagreement will be brought to the attention of the Employee's Immediate Supervisor or designate within ten (10) business days of the incident or within ten (10) business days that the Employee ought to have reasonably become aware of the incident for informal discussions. If a disagreement cannot be resolved by way of informal discussions between an Employee and her Immediate Supervisor, an Employee may file a written grievance in the following manner:

Step One:

The grievance shall be filed within ten (10) business days of informal discussion(s) being unsatisfactory in resolving the issue. Such grievance shall be filed in writing with the Manager of Human Resources or Designate. A response to the grievance shall be made in writing within ten (10) business days of the receipt.

Step Two:

If a satisfactory settlement is not reached, the Society Representative may submit the written grievance to the CEO or their designate within ten (10) business days of the answer at Step One, or within ten (10) business days of when the answer should have been given. The grievor, the grievor's Society Representative, and the Employer's representatives will meet within ten (10) business days of receipt of the grievance at this stage to review the grievance. At this meeting either party may have such assistance as it deems necessary. The CEO or their designate shall respond to the grievance in writing within ten (10) business days of the meeting or ten (10) business days from the time the meeting should have taken place.

a) **Policy Grievance**

The Society may file a Policy Grievance at Step Two of the grievance procedure in writing within ten (10) business days of the occurrence of the grievance. A Policy Grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual Employee Grievance or Group Grievance. The Parties shall meet to discuss the merits of the grievance within ten (10) business days of the presentation of the grievance. The Employer shall respond in writing within ten (10) business days of when the meeting should have taken place.

b) **Employer Grievance**

The Employer may submit a written grievance to the Society Representative as the case may be. The Society and the Employer shall meet within ten (10) business days of the presentation of the grievance to discuss the merits of the grievance. The Society shall give a written reply within ten (10) business days of the meeting, or within ten (10) business days of the date the meeting should have taken place.

11.3

Representation

At the time formal discipline is imposed or at any stage of the grievance procedure the designated Society Representative shall be advised and in attendance at such meeting. The Employer shall notify the Employee of this right in advance.

11.4

Mediation

Within ten (10) business days of the referral of a grievance to arbitration, the Parties as represented by the Society may agree to a mediation process. In such circumstances, the Parties will contact a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The Parties shall engage in this process on the following basis:

- a) each party shall make every reasonable effort to resolve the matter;
- b) any settlement positions taken by either party shall not be admissible should the matter proceed to arbitration;
- c) this step shall not be used to delay arbitration of a matter.

The mediator shall not subsequently act as an arbitrator in the same matter unless mutually agreed upon by the Parties.

11.5

Arbitration

- a) Failing settlement under the foregoing procedure of any grievance between the Parties, the grievance may be submitted to Arbitration by either party within ten (10) business days of the answer at Step Two, or the answer concerning a Policy or Employer Grievance.

- b) When either Party requests that a grievance be referred to Arbitration, it shall make such request in writing. The Parties shall, within ten (10) business days of the referral to Arbitration, confer in an attempt to select a suitable Arbitrator. If they are unable to agree, either party shall request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- c) The Arbitration Board shall have no jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt with in Arbitration which has not been properly carried through all the previous steps of the Grievance Procedure unless mutually agreed upon in writing by the Parties.
- d) A written decision of the majority of the Board of Arbitration or the Arbitrator, as the case may be, shall be final and binding upon the Employer, the Society and any Employee concerned.
- e) Each of the Parties hereto shall jointly bear the fees and expenses of the Arbitrator.
- f) Only the Parties hereto shall have the authority to extend or waive any time limit prescribed in the grievance and arbitration provision. Any such Agreement shall be expressed in writing and acknowledged by the Parties.

11.6

Time Limits

Any time limit in the grievance or arbitration procedure shall only be extended by mutual agreement of the Parties in writing. Failure on the part of either party to observe the time limits, the grievance shall be deemed to be abandoned.

For the purposes of the Grievance and Arbitration provisions, all time limits shall be deemed to be mandatory. If, at any step in the grievance or arbitration procedures, the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. Failure to comply with the time limits by either party shall be deemed to be substantial prejudice against the other Party.

ARTICLE 12 – DISCIPLINE & DISCHARGE

12.1

Employees shall not be disciplined, suspended or discharged except for just cause.

12.2

No Employee will be disciplined without being provided the reasons for the discipline, and/or explanation of the undesirable behaviour and/or action, and will be afforded an opportunity to explain the situation and their actions.

12.3

The Employer and the Society acknowledge the principle of progressive discipline (where applicable) and the concept of a culminating incident

12.4

Letter of Termination

The Employer will provide a copy of the Letter of Termination to the designated Society Representative at the same time the letter is sent to the Employee.

ARTICLE 13 – EMPLOYEE FILE

13.1

The Employee File is the file pertaining to the Employee kept by the Human Resources Department.

13.2

Each Employee shall have access to their Employee File not more than twice a year for the purpose of reviewing its contents within two weeks of written notice to the Employer. The review of the file shall be in the presence of an Employer Representative and if requested by the Employee, the designated Society Representative. A copy of any/all document(s) in the Employee File shall be provided to the Employee, at no cost, within twenty four (24) hours of the Employee's request. The Employee shall not remove, alter or add to any of the documents contained in the Employee File.

ARTICLE 14 – PROBATION

14.1

Newly hired Employees shall serve a probationary period of six (6) months worked. For the purposes of clarity, if a Probationary Employee goes on authorized leave during the probationary period (including pregnancy and parental leave), the probationary period will not be served during such leave and the Employee will resume their probationary period upon return to work.

14.2

In circumstances with justified reason the Employer may extend the probationary period an additional three (3) months worked. Except in situations as set out Article 14.1, the Employer will advise the designated Society Representative of their intention to extend an Employee's probationary period.

14.3

Employees on probation shall receive a probationary review from their Immediate Supervisor four (4) months after the start of probation. The results of this probationary review shall be provided, in writing, to the Employee. Reasonable training will be provided to the Employee.

14.4

The termination of a Probationary Employee shall be at the Employer's discretion meeting a suitability standard. During the Probationary Period, the Probationary Employee will not have any seniority rights. A Probationary Employees termination will not be the subject of a grievance, unless there has been an alleged violation of their Human Rights as set out in Article 4.

14.5

Employees shall serve only one (1) probationary period.

14.6

The probationary period of an Employee may be temporarily suspended in exceptional circumstances with the mutual consent of the Parties.

ARTICLE 15 – SERVICE AND SENIORITY

15.1

Indefinite Employees will accumulate service and seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Should an Indefinite Employee leave the employ of the Employer and subsequently is rehired because of a vacancy within three (3) years of their cessation of employment in an Indefinite position, such Employee's service and seniority will also include the time the Employee was first hired up to when the Employee ceased to be an Employee. Indefinite Employees who are herein rehired will be required to serve a probationary period in accordance to Article 14.

15.2

Definite Employees as defined in Article 3.7, who are the successful applicant to a job posting and who have completed their probation period, will gain service and seniority on the basis of their continuous service in the bargaining unit from the last date of hire as provided in Article 15.1, should they become an Indefinite Employee. In the event there is a break in service of thirty (30) consecutive days or less, such time shall be considered as continuous service. If there is a break in service over thirty (30) consecutive days, such time will not contribute to service and seniority and will be adjusted accordingly.

15.3

The Employer will provide the Society with an updated service and seniority list showing each Employees service and seniority date and their current job classification. A copy of the service and seniority list shall be forwarded to the Society Representative on every June 30th, and December 31st.

15.4

Service and Seniority for an Employee shall be forfeited and the Employee's employment will be deemed terminated and there is no obligation to rehire under the following conditions:

- a) if they voluntarily leave employment, resigns, or quits, subject to Article 15.1;
- b) if they retire;
- c) if they are discharged with cause and not reinstated through the grievance procedure or arbitration;
- d) if they fail to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
- e) if twelve (12) months have elapsed from the day of layoff;
- f) if they are absent from work without permission for more than five (5) consecutive business days, unless such absence is established to have been due to causes beyond the Employee's control. Such absence from work would be deemed just cause for termination;
- g) if they fail to respond to a recall to work within five (5) business days to their last known address or telephone number recorded on the Employee's records. Such failure to respond to recall would be deemed just cause for termination.

15.5

It is the responsibility of the Employee to keep the Employer informed of their current address. If an Employee fails to do this the Employer will not be responsible for failure of a notice to reach an Employee.

ARTICLE 16 – TEMPORARY ASSIGNMENT OUTSIDE THE BARGAINING UNIT

16.1

The Employer shall give the Society prior notice of any Employee who is temporarily assigned to a position that is outside the bargaining unit, along with a rationale for the temporary assignment.

16.2

Employees being offered an opportunity to work in a temporary assignment that is outside the bargaining unit must agree to accept such assignment and shall not be forced.

16.3

An Employee who accepted a temporary assignment that is outside the bargaining unit shall only retain rights and privileges under Article 15 of the Collective Agreement for twenty four (24) months. Any extensions must have mutual agreement of the Society Representative, the Employee and the Employer. Union dues shall be deducted as per Article 9, based on the Employee's earnings of bargaining unit base position.

16.4

An Employee returning to the bargaining Unit shall be reinstated to the position they formerly occupied at the rate of pay they would have received if they were not temporarily assigned outside the bargaining unit.

16.5

An Employee who has agreed to accept a temporary assignment that is outside the bargaining unit shall continue to accrue seniority for the as agreed per Article 16.3.

ARTICLE 17 – HIRING, PROMOTIONS, POSTING

17.1

Notice of Selection Process

When the Employer determines that there is an indefinite or definite bargaining unit position to be filled it shall post a notice of such opportunity. Postings shall be made available to all Employees on the HR Intranet and the Employer's website and circulated by the Employer email to all Employees. The Employer agrees to notify any Employee on layoff or extended leave, of all job postings, providing the Employee has provided a personal email address.

An Employee who wishes to be considered for the position so posted shall make a formal application in accordance with the provisions of the posting.

The Employer may post a Notice of Selection Process externally and any External Candidate will be considered in the Selection Process as set out in Article 17.3.

17.2

Content and Duration of Job Posting

The job posting on the HR intranet and circulated by email shall outline the Position Title, Salary Band, Job Rate, the job duties, language requirement, the required skills, experience, education, that it is covered by the Society Collective Agreement and the application deadline.

All job postings shall contain the following statement: While we appreciate all responses, only candidates under consideration will be contacted. The National Judicial Institute is an equal opportunity Employer and is committed to providing employment accommodation in accordance with the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act. If contacted for an interview or employment testing, please advise Human Resources if you require accommodation.

The Notice of Selection Process will be posted for ten (10) business days prior to the established closing date. The selection process will be held amongst those Internal Candidates and External Candidates who have applied for the position on or between the date of the Notice and the date the closing date.

17.3

Selection Process

The Employer will determine and select the Candidate with the best skills, knowledge, ability, and experience to perform the work as detailed in the posting. Candidates shall only be considered for positions for which they are qualified.

Seniority will be considered if the top candidates for the position have equal skills, knowledge, ability and experience to perform the work as detailed in the posting.

External Candidates shall be considered if the Employer determines that all Internal Candidates do not have the best skills, knowledge, ability, and experience to perform the work as detailed in the posting.

17.4

Promotions

Where an Employee is promoted to a higher paid classification, the salary of the Employee shall be placed within the range for the new classification at the next highest increment level above the Employee's existing salary.

17.5

Trial Period

A promoted Employee shall serve a trial period of ninety (90) calendar days in the new classification. During the trial period, the Employee may be returned to their previous position by the Employer or at the request of the Employee.

ARTICLE 18 – NOTICE, LAYOFF, BUMPING AND RECALL

18.1

Notice

In the event of a proposed layoff of an Employee(s) of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) provide the designated Society Representative with no less than ninety (90) calendar days written notice of the proposed layoff or elimination of position and the Parties will meet and discuss during the ninety (90) calendar days notice period any possible alternatives to a layoff(s);
- b) provide to the affected Employee(s), if any, who will be laid off with no less than ninety (90) calendar days written notice of layoff. The Employer can elect to pay the ninety (90) day notice or a portion of the ninety (90) day notice in lieu.

Note: Where a proposed layoff results in the subsequent displacement of an Employee, the original notice to the Society provided in (a) above shall be considered notice to the Society of any subsequent layoff.

18.2

Layoff

- a) In cases of layoff of an Indefinite Employee(s), the Employer will consider the seniority of all Indefinite Employees working in the position that is subject to the layoff. The Employer shall retain the senior Employee(s) provided the Employee(s) retained has the skills, knowledge, and ability to perform the work in a satisfactory manner.
- b) If the Employee(s) subject to a layoff have the skills, knowledge, ability, and qualifications for a vacant position of an equal or lower position that the Employer intends to fill, as determined by the Employer, the Employee may choose to accept placement of such vacant position prior to the vacant position being posted for the consideration of other Employees. Reasonable training for the new position shall be provided.
- c) In the event there is not a suitable vacant position, and should the Employee(s) subject to a layoff have the skills, knowledge, ability, and qualifications for an equal or lower position that is held by the most junior Employee, the laid off Employee may choose to accept placement of such position. Reasonable orientation for the new position shall be provided.
- d) The subsequent Employee laid off will be entitled to rights under Article 18.1 (b) only.

18.3

Recall

- a) No new Employee(s) will be hired in the position where a layoff had occurred until those laid off (who have sufficient skill, knowledge, and ability, to perform the work required) have been given the opportunity of recall, subject to Article 18.3(d).
- b) In cases of recall within a position where layoff had occurred, seniority shall be the governing factor provided the Employees recalled have sufficient skill, knowledge and ability to perform the work in a satisfactory manner.
- c) An Employee, after receipt of lay-off notice, shall retain recall rights for a period of twelve (12) consecutive months from the effective date of the start of their lay-off.
- d) An Employee, who is laid-off prior to the start of a pregnancy/parental leave after a lay-off begins, shall retain recall rights a period of twelve (12) consecutive months following the completion of the pregnancy/parental leave.

ARTICLE 19 – HOURS OF WORK

19.1

It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime, and shall not be construed to be a guarantee of hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

The regular work week shall consist of thirty five (35) worked in five (5) days, seven (7) hours per day.

NOTE: For positions funded by a Department of the Federal Government, the regular work week shall consist of thirty seven and a half (37.5) hours worked in five (5) days, seven and a half (7.5) hours per day.

19.2

The Employer may schedule hours of work as per operational need. The core in office Workday shall be between 7:00 a.m. to 6:00 p.m.

19.3

An Employee and their Immediate Supervisor will agree to an Employee's scheduled hours of work during the core in office Workday, ensuring the schedule will permit the Employee to meet the requirements of their position and of their department. Requests to work outside of the core in office Workday will be subject to the Employer's discretion considering operational requirements. Such requests will not be unreasonably denied.

19.4

An unpaid, uninterrupted break of thirty (30) to sixty (60) minutes may be taken at the Employee's discretion each workday, provided the Employee works the seven (7) or seven and a half (7.5) hours per day as set out in Article 19.1. All Employees are entitled to a minimum thirty (30) minute uninterrupted break after five (5) hours worked.

19.5

Subject to any operational requirements, the Employees can take up to two (2) fifteen (15) minute paid break periods each workday.

19.6

Calculating Time Worked While on Location

All time spent working or in attendance at an NJI program is compensated as time worked. Non-work time when at an NJI program is not compensated as time worked.

19.7

Commuting and Travel Time

- a) Commuting is the time it takes an Employee to get to and from their regular Workplace and is not compensated as time worked.
- b) Travel time is the time spent traveling to and from any workplace that is outside of a twenty five (25) km radius of the Employee's regular workplace and is compensated as time worked. Travel time must be preapproved by the Immediate Supervisor.
- c) Travel time over the hours of a regular work week for Counsel, Judicial Education will be compensated at time off in lieu.
- d) Time spent traveling to and from an Employer mandated professional development and or training is compensated as time worked as long as the travel to the professional development or training is outside of a twenty five (25) km radius from the Employee's regular workplace.
- e) In situations where an Employee experiences a significant travel delay that is outside of their control (i.e. inclement weather, postponed flights, traffic, etc.), the Employee should notify their Immediate Supervisor as soon as possible.

19.8

Telework and Telework Place

Telework and Telework Place as defined in Articles 3.11 and 3.12 are governed by the NJI Telework Guidelines should such Telework Guidelines be in place. With reference to LOU #1 - Telework Guidelines, nothing in this agreement requires the Employer to implement Telework Guidelines.

ARTICLE 20 – OVERTIME

20.1

Overtime Premium

The method of compensation for overtime earned may, at the Employee's discretion, be money or time off in lieu at the appropriate premium rate. The appropriate premium rates are:

- a) For hours worked in excess of the regular work week up to forty four (44) hours per week, an Employee will be compensated at straight time.
- b) For hours worked in excess of the regular work week over forty four (44) hours per week, an Employee will be compensated at time and a half.
- c) The Parties agree that the Employer's operations may require Employees to work over forty eight (48) hours a week and that the Parties agree that this provision constitutes an excess hour agreement.

20.2

It is understood that Employees employed as Counsel, Judicial Education are not entitled to overtime pay.

20.3

All overtime must be pre-approved by the Immediate Supervisor. Any overtime worked must be recorded on the appropriate Overtime Claim Form, signed by the Employee and their Immediate Supervisor. In a situation where it is not possible to obtain pre-approval by the Immediate Supervisor, the Employee must notify their Immediate Supervisor in writing of the details of the overtime as soon as possible afterwards.

20.4

Time Off In Lieu Bank (TOIL)

All time off in lieu accumulated, as provided in Article 20.1, will be kept in a TOIL Bank and recorded as "Extra Days" in the HR management system. An Employee may use hours in the TOIL Bank with agreement of their Immediate Supervisor, such requests will not be unreasonably denied.

TOIL must be taken in half or full day increments.

20.5

TOIL Carryover

With written notice to their Immediate Supervisor an Employee is permitted to carryover a maximum of ten (10) days of TOIL Bank each year. It is understood that the Employee can only carry over a combined total of ten (10) days TOIL and Vacation days per year. Any unused TOIL that has not been carried over will be paid out no later than the second pay period of in the following year.

20.6

Retirement or Termination

When an Employee retires or is terminated for cause, they will be paid the value of any accumulated TOIL and Vacation Bank as a lump sum payment less usual and required deductions.

ARTICLE 21 – PAID HOLIDAYS

21.1

A Full Time Employee shall be granted leave and paid their regular rate of pay for all holidays stated below: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other statutory holiday that may be declared by Ontario provincial or federal statute. In the event that a holiday falls on a Saturday or Sunday, then the holiday is to be observed on the next business day.

21.3

An Employee shall be granted leave at their regular rate of pay for any workday that falls between December 25 and January 1.

21.4

An Employee who is scheduled to work on a holiday shall be paid at the rate of one and one-half time plus another day off with pay in lieu of holiday pay, at a later date mutually agreed upon by the Employee and their Immediate Supervisor.

21.5

If any of the above holidays fall, or are observed, during an Employee's vacation, that day will not be deducted from the Employee's vacation bank.

ARTICLE 22 – RELIGIOUS OBSERVANCE LEAVE

The Employer acknowledges that an Employee's religious beliefs may require time away from work on days of religious observance and/or time for prayer during scheduled working hours.

22.1

Scope

The Employer shall endeavour to accommodate the religious needs of all Employees, including granting Religious Observance Leave as a requirement of an Employees religion or a holy day that falls on a Workday.

22.2

Entitlement

An Employee will be granted up to two (2) days of paid leave for religious observances for a holy day not identified in Article 21.

22.3

Notification

An Employee requesting approval for Religious Observance Leave must notify their Immediate Supervisor by submitting an absence request the in HR Management System. The Immediate Supervisor will reply within a timely period and such requests will not be unreasonably denied. The request must identify the religious observance for which the accommodation is needed.

22.4

Exceeding Allotted Leave Days

In the event and Employee exceeds the allotted Religious Observance Leave days they are entitled to use their TOIL Bank time, Vacation Leave or otherwise be expected to make up the time.

ARTICLE 23 – VACATION LEAVE

23.1

A Full Time Employee shall accrue their annual vacation entitlement for each calendar year on a monthly basis.

Full Time Employees shall be granted annual vacation entitlement, paid at their regular rate of pay, based on their accumulated service, according to the schedule:

Non-Counsel Positions

- a) Less than one (1) year of accumulated service
1.25 days for each full calendar month of to a maximum of fifteen (15) days.
- b) One to five (5) years of accumulated service

Fifteen (15) days annually when an Employee has completed from one (1) to five (5) years of accumulated service by the end of the calendar year.

- c) Five (5) to fifteen (15) years of accumulated service

Twenty (20) days annually when an Employee has completed from five (5) to fifteen (15) years of accumulated service by the end of the calendar year.

- d) Fifteen (15) or greater years of accumulated service

Twenty five (25) days annually.

Counsel Positions

- a) Less than one (1) year of accumulated service

1.67 days for each full calendar month of to a maximum of twenty (20) days.

- b) One to five (5) years of accumulated service

Twenty (20) days annually when an Employee has completed from one (1) to five (5) years of accumulated service by the end of the calendar year.

- c) Five (5) to fifteen (15) years of accumulated service

Twenty five (25) days annually when an Employee has completed from five (5) to fifteen (15) years of accumulated service by the end of the calendar year.

- d) Fifteen (15) or greater years of accumulated service

Thirty (30) days annually.

23.2

Scheduling Vacation

Subject to the provisions of this clause, it is the intent of the Parties that no Employee shall be restricted in the time of year they choose to take their annual vacation entitlement subject to operational requirements.

23.3

Vacation Selection Preference

- a) Vacation can be taken in half or full day increments.
- b) Employees will make every reasonable effort to submit their vacation requests at least thirty (30) calendar days in advance of the proposed vacation using the HR management system. Subject to operational requirements, the Immediate Supervisor will make a reasonable effort to accommodate all requests. The Immediate Supervisor will respond within five (5) business days and if the request is denied, an explanation will be provided in writing.
- c) When two or more Employees request vacation within the thirty (30) calendars days as provided in Article 23.3(b), for a similar or overlapping period of time, and if the Immediate Supervisor deems that such requests cannot be accommodated, seniority will be the governing factor in making approvals. In situations when an Employee requests vacation more than 30 calendar days in advance, such requests will be made on a first come first served basis.

- d) Vacation days may be taken on the day of the request, where no special leave is available, and with the approval of the Immediate Supervisor.
- e) Subject to operational or mandatory training requirements, Employees shall be entitled to receive their vacation in an unbroken period to a maximum of fifteen (15) days. Vacation requests for an unbroken period beyond fifteen (15) days would be approved on a case by case basis.

23.4

Vacation in Advance

Subject to operational needs of the Employer an Employee who has been employed for more than six (6) months may request, in writing to their Immediate Supervisor, to take up to ten (10) days' vacation in advance of earning such vacation. Such requests will not be unreasonable denied.

23.5

Vacation Carryover

An Employee is permitted to carryover a maximum of ten (10) days of their annual vacation entitlement each year. Employees will only be permitted to carry over a combined maximum of ten (10) days of Vacation and TOIL per year.

23.6

Leaves of Absence with Pay During Vacation Period

Where an Employee becomes qualified for sick leave, bereavement leave or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. If requested by the Immediate Supervisor, an Employee will provide written proof, such as a doctor's note, or notice of death.

23.7

Retirement or Termination

When an Employee retires or their employment is terminated, they will be paid the value of any earned annual vacation entitlement as a lump sum payment less usual and required deductions, including pension.

In the event an Employee retires or their employment is terminated, having exceeded their annual vacation entitlement, they will have an amount equal to the exceeded annual vacation entitlement deducted from their final pay or they will have to repay the Employer the value of the excess leave the exceeds the final pay.

23.8

In instances where an Employee has accrued vacation that exceeds the vacation carryover amount specified in Article 23.5, by November 1 of the year, the Employer can require the Employee to take any excess vacation over the available vacation carryover amount by January 31 of the next year, subject to operational requirements. The Employer will not unreasonably deny any vacation requests.

Any excess vacation not utilized by January 31 of the next year would be paid out to the Employee no later than the end of February.

ARTICLE 24 – PREGNANCY AND PARENTAL LEAVE

24.1

- a) Employees covered by this Agreement shall be entitled to the provisions of the *Employment Standards Act*, 2000 of Ontario.
- b) For the purposes of clarity, Employees on Pregnancy or Parental leave will be entitled to earn vacation time, accrue seniority, and maintain benefit coverage in accordance to the *Employment Standards Act*, 2000 of Ontario.

24.2

Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the Supplementary Unemployment Benefit Plan, the Employee:
 - i. must provide the Employer with proof that they have applied for, and are eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act; and,
 - ii. must be regular and employed by the Employer for at least thirteen (13) weeks immediately preceding the date of delivery/adoption; and,
 - iii. must be on pregnancy leave, or be on parental leave.
- b) According to the Supplementary Unemployment Benefit Plan, payments will consist of the following:
 - i. for the first week of pregnancy or parental leave, an Employee to whom the EI waiting period is applied is entitled to payment equivalent to seventy five percent (75%) of the Employee's base pay; and
 - ii. when receiving EI benefits, the Employee is eligible to receive payments equivalent to the difference between the EI benefits and seventy five percent (75%) of the Employee's base pay for up to sixteen (16) weeks while on pregnancy leave and for up to five (5) weeks while on parental leave. Where the Employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the Employee will receive an additional \$300 as a lump sum as full compensation if a clawback is required by Canada Customs and Revenue Agency or any other government agency.
 - iii. where an Employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under Article 24.2(a) and Article 24.2(b) shall be adjusted accordingly.
- c) An Employee who qualifies under Article 24.2 shall sign an agreement with the Employer providing:
 - i. that they will return to work and remain in the Employer's employ for a period of six (6) months from the date of return to work;
 - ii. that they will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with the Employer's consent or unless the Employee is then entitled to a leave extension provided for in this Article;

- iii. that should the Employee fail to return to work as per the provisions of Subsections 24.2(c)(i) and 24.1(c)(ii), the Employee recognizes that they are indebted to the Employer for the amount received under the SUB plan.

ARTICLE 25 – SICK LEAVE PLAN

25.1

Intent

Sick Leave is exclusively intended to provide an income guarantee for Full Time Employees who are unable, through illness or disability, to attend work when they are scheduled to work. Subject to the conditions specified below, an Employee is entitled to receive sick leave benefits up to maximum period of seventy-five (75) days, commencing on the date of the sick leave or short term disability.

25.2

Entitlement

- a) On January 1st of each year an Employee shall be credited with fifteen (15) Sick Leave days into a Sick Leave Bank. Unused credits accumulate from year to year up to a maximum of seventy five (75) sick leave days in their Sick Leave Bank.
- b) A new Employee shall be credited with a pro-rated number of paid Sick Leave days based on their start date; there is no waiting period.
- c) An Employee who is absent due to personal illness, withdraws from their Sick Leave Bank of accumulated credits.
- d) Sick Leave Bank may be used for any pregnancy-related illness before maternity leave begins.
- e) In the event that an Employee requires an extended period of sick leave and does not have sufficient credits in their Sick Leave Bank, the Employee may choose to cover the period or a portion of the period of the illness or disability through an advance of up to fifteen (15) days sick leave. To be clear, the maximum advance accrued by an Employee is limited to fifteen (15) days. If an Employee elects to obtain a Sick Leave advance, the Employee's Sick Leave entitlement for the following year would be less any advanced sick leave from the previous year.
- f) In the event an Employee retires, resigns, or their employment is terminated with a negative sick leave balance, they will have an amount equal to the negative sick leave balance deducted from their final pay or they will have to repay the Employer the value of the negative sick leave balance that exceeds the final pay.
- g) After seventy five (75) days of continuous sick leave, the Employee may apply for long-term disability benefits in accordance with the group insurer's policies. If the long-term disability claim is refused by the group insurer, the Employee's employment status with the Employer will be reviewed.

25.3

Notice of Absence

Employees who are unable to report to work because of illness must, when possible, notify their Immediate Supervisor before the beginning of their scheduled work day.

25.4

Medical Certificate

The Employer may request an Employee provide a medical certificate signed by a treating physician for all absences due to illness over three (3) days, or if the Employer suspects that the absence from work is not consistent with Article 25.1.

When the Employer requires specific medical information directly from the Employee's physician or other regulated health practitioner, the Employer will reimburse the Employee the cost of such information upon the provision of a receipt or invoice.

ARTICLE 26 – LONG TERM DISABILITY PLAN

26.1

The Long Term Disability (LTD) Plan as described in the NJI Benefits Handbook in effect on August 1, 2018.

26.2

Qualifying Period

- a) The qualifying period, is set out in the LTD Plan. For information purposes, the qualifying period is defined as the period seventy five (75) days from the starting date of the Employee's continuous absence due to disability; or a total of seventy five (75) days in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same disability. Notwithstanding the above, it is understood that the language in the LTD Plan applies.
- b) All Eligible Employees are required to participate in the LTD Plan and are responsible for the payment of 100% of the LTD premiums. Such premiums are solely determined by the Insurance Carrier and are subject to adjustment on the discretion of the Insurance Carrier.

26.3

Disability Period

For information purposes only, the disability period is the period in which an Employee cannot continuously perform the essential duties of any position available in accordance with the Long Term Disability Program. Notwithstanding the above, it is understood that the language in the LTD Plan applies.

26.4

Benefits

For information purposes only, as defined in the LTD Plan, during the disability period, the program will provide an income as established in accordance with the schedule of insurance included in the Insurance

policy and generally described in the NJI Benefits Handbook in effect as of August 1, 2018. Notwithstanding the above, it is understood that the language in the LTD Plan applies.

26.5

Other Conditions

- a) The Insurance Carrier reserves the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with the Employer, the Employer will request and the Society will normally grant a waiver of posting requirements.
- b) For information purposes, and subject to the LTD plan, Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase, which is applied to the Employers Pension Plan, notwithstanding the above, it is understood that the language in the LTD Plan applies.

26.6

LTD is administered by the Insurance Carrier and the Employer's only obligation is to make available the LTD Plan for Employees to purchase.

It is understood and agreed that the LTD Plan shall be administered by the Insurance Carrier and any decisions regarding the administration and payment of benefits are made by the Insurance Carrier. Such decisions are not arbitrable.

The Employer does not have the authority to modify, amend, reduce benefits, funding arrangements and the benefits to be provided without the agreement of the Society Representative. It is understood that the premium costs associated with the LTD Plan are determined by the Insurance Carrier and can be amended on the sole discretion of the Insurance Carrier.

26.7

It is understood that Employees will not be eligible to purchase LTD coverage when an Employee:

- a) is on layoff
- b) is on a leave of absence in excess of thirty (30) consecutive days in any calendar year. It is understood that Employees on vacation, authorized Professional Development Leave (Article 32), Jury Duty and Court Attendance Leave (Article 30), and *Employment Standards Act, 2000* leaves will continue to be eligible to purchase LTD.

ARTICLE 27 – BEREAVEMENT LEAVE

27.1

An Employee shall be allowed up to five (5) days Bereavement Leave with pay in the event of the death or imminent death in the immediate family of an Employee. The Employee must provide proof of death if requested by the Employer.

27.2

An immediate family member is defined as:

- a) a spouse;
- b) a parent, step-parent, foster parent, child, step-child, foster-child, brother, step-brother, sister, step-sister, grandparent, step-grandparent, grandchild, step-grandchild, foster-grandchild of the Employee or the Employee's spouse;
- c) the spouse of an Employee's child, step-child or foster-child; and
- d) a relative of the Employee who is dependent on the Employee for care or assistance.

27.3

At the discretion of the Employer, the Employer may grant an Employee Bereavement Leave with pay for up to five (5) days upon special and compassionate grounds in the event of a death of a person not specified in Article 27.2.

27.4

At the discretion of the Employer, an Employee may be granted an additional unpaid leave if the Employee is required for the purpose of travel to attend a funeral of any person specified in Articles 27.2 and 27.3. Such leave will not be unreasonably denied.27.5

In the event and Employee exceeds the allotted Bereavement Leave days or is granted additional leave as per Article 27.4, the Employee is entitled to use their TOIL Bank time, Vacation Leave.

ARTICLE 28 – SPECIAL LEAVE

28.1

Entitlement

- a) An Employee is entitled to up to four (4) days of paid Special Leave annually for reasons other than vacation or illness. Special Leave days are allocated on January 1st of each year. Unused Special Leave days do not carryover from year to year.
- b) An Employee whose employment with the Employer is terminated for any reason is not entitled to compensation for any unused days of Special Leave.
- c) Special leave days may only be taken in half (0.5) or full (1.0) day increments.

28.2

Notification

An Employee requesting approval for Special Leave must notify their Immediate Supervisor by submitting an absence request in the HR Management System. The Immediate Supervisor will reply within a timely period and such requests will not be unreasonably denied.

28.3

Exceeding Allotted Special Leave

In the event and Employee exceeds the allotted Special Leave days they are entitled to use their TOIL Bank time, Vacation Leave or otherwise be expected to make up the time.

ARTICLE 29 – FAMILY MEDICAL LEAVE

29.1

Entitlement

Family Medical Leave will be granted to an Employee for up to eight (8) weeks within a twenty six (26) week period, of unpaid leave, to provide care or support to a family member who is at risk of dying within that twenty six (26) week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.

29.2

An Employee who is on Family Medical Leave shall continue to accumulate seniority and service.

29.3

Subject to any changes to the Employee's status which would have occurred had the Employee not been on Family Medical Leave, the Employee shall be reinstated to their base position in the same department and at the same rate of pay.

29.4

While an Employee is on Family Medical Leave, the Employer will continue their payment of all benefits, including pension plan contribution, provided the Employee continues to make their Employee's contributions, in accordance to section 51 of the *Employment Standards Act*.

29.5

Notification

An Employee must inform their Immediate Supervisor, in writing, as soon as possible to their intention to take Family Medical Leave. Such notification must include the start and expected end date of the leave and a medical certificate confirming the need for the Family Medical Leave. Such time will be recorded in the HR management system. Such requests will not be unreasonably denied

ARTICLE 30 – JURY DUTY AND COURT ATTENDANCE LEAVE

The purpose of this Article is to provide guidelines for an Employee who is asked to sit on a jury or to appear as a witness in a court of law or before any Canadian judiciary or statutory body authorized to call witness.

30.1

Entitlement

An Employee shall be granted Jury and Court Attendance Leave to fulfill jury and court attendance duty. At the end of a period of Jury and Court Attendance leave an Employee shall be reinstated to the position most recently held.

30.2

Notification

An Employee must submit their request for Jury and Court Attendance Leave in writing, including start date and expected end date to their Immediate Supervisor. The Immediate Supervisor will reply within a timely period and such requests will not be unreasonably denied. An Employee may be required to provide reasonable proof of the need for Jury and Court Attendance Leave prior to providing approval. Such time will be recorded in the HR management system.

30.3

Jury Duty and Court Attendance

An Employee who is summoned for jury duty, or as a court witness, shall be granted Jury and Court Attendance Leave with pay less any conduct payments or juror payments made to the Employee for the attendance at Court, up to a maximum of four (4) weeks, subject to the following conditions:

- a) must provide their Immediate Supervisor with a copy of the jury summons or summons to witness; and
- b) must return to work immediately if their services as a juror, or as a court witness, are no longer required.

30.4

Personal Court Attendance

In the event that an Employee must attend court for personal or family reasons (traffic violations, family court, civil matters, criminal, etc.), the Employee is eligible for Jury and Court Attendance Leave without pay.

An Employee is entitled to use their TOIL Bank time, Vacation Leave or otherwise be expected to make up the time.

30.5

Request for Extension

In exceptional circumstances or in the event that the jury and court attendance leave extends beyond four (4) weeks, the Employer will review the individual circumstances on a case by case basis. Such requests will not be unreasonably denied.

ARTICLE 31 – UNION LEAVE

31.1

Entitlement

The Employer will grant a Society Representatives leave with pay for purposes of Society meetings and business provided that such leave does not interfere with operations of the Employer. The Society shall reimburse wages and appropriate deductions to the Employer for the Union Leave within forty (40) days of the submission of the invoice. Such leave shall be limited to a cumulative total of twenty eight (28) days per year for all Society Representatives. No individual Society Representative can utilize more than thirteen (13) days of union leave per year. Additional requests will be considered on a situational basis and will not be unreasonably denied.

Days used by the Bargaining Committee, in Article 10.3, to prepare for negotiations are excluded from this article.

31.2

Notification

The Society Representative will inform their Immediate Supervisor, in writing, at least one month in advance of the Society Representative's intention to take Union Leave and record the leave in the HR Management System. Shorter term requests will be considered on a situational basis and will not be unreasonably denied.

ARTICLE 32 – PROFESSIONAL DEVELOPMENT LEAVE

32.1

If required by the Employer, an Employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

32.2

At the discretion of the Employer, the Employer may grant an Employee's request to a change to the Employee's schedule to enable them to attend a recognized up-grading course or seminar related to their employment with the Employer.

32.3

Subject to operational requirements, the Employer may grant requests for an Employee to take a Professional Development Leave without pay and without loss of seniority of up to twelve (12) months.

If the Benefit provider permits, the Employee has the option of continuing benefits and LTD so long as they pay all premiums for the continuation of Benefits.

ARTICLE 33 – PROFESSIONAL DESIGNATION AND ASSOCIATION

33.1

Reimbursement Guidelines

- a) Employees who have been hired on the basis of the possession of a defined professional designation/accreditation, are expected to maintain current, up-to-date certification of their credentials.
- b) The Employer will reimburse Counsel for one Law Society fee. In instances where designation renewals are not included in an annual fee, the Employer will only reimburse renewal fees for one Law Society fee. For purposes of clarity, this does not include reimbursement for Canadian Bar Association or any other Association dues / fees.
- c) Employees eligible for reimbursement as per Article 33.1(b) or Article 33.1(d) must submit the documentation for fee reimbursement. The documentation must consist of a receipt outlining the terms and conditions of renewal and must include the title of the professional designation and/or professional association. The Employer will not be responsible for reimbursing any late fees or any penalties.

- d) Should the Employer authorize any other Employee to obtain or retain a particular designation, the Employer will reimburse the annual renewal fee upon receipt of the invoice.

33.2

Upon Termination of Employment

- a) In the event an Employee voluntarily leaves the employment of the Employer, they are required to pay the balance from the months remaining in the renewal period on a prorated basis.
- b) The Employee will have the prorated amount deducted from their final pay or they will have to repay the Employer the value of any excess that exceeds the final pay.

ARTICLE 34 – COMPREHENSIVE BENEFITS

34.1

The Employer's only obligation is to make contributions to the premium costs of the following Insurance Plans.

- a) The Employer agrees to contribute 100% of the cost for the following insurance plans:
 - i) Employee group term life insurance and dependent group term life insurance
 - ii) Extended Health Care Insurance
 - iii) Dental Care Insurance

The coverage levels for the above, as of date August 1, 2018, shall be maintained as per the current contract with SSQ Financial Group (Contract # 330081; Policy 57A00).

- b) The Employer agrees to engage an insurance carrier to provide Employees with the option of paying for the following coverage as per the current coverage levels as provided by the contract with SSQ Financial Group (Contract # 330081; Policy 57A00):
 - i) Optional Employee and Spousal Life Insurance
 - ii) Optional critical illness insurance

It is understood that the above optional Insurance is 100% Employee paid. It is also understood that insurability is determined by the insurance carrier.

- c) The Employer agrees to provide Employees with access to the Universities Canada defined contribution pension plan as outlined in the Retirement Plan Handbook dated January 2017. Employees have the option to enrol in the pension plan upon their date of hire however, it is mandatory for Employees to enrol in the pension plan after one year of service.
 - i) The Employer agrees to contribute 6% of wages towards this pension plan;
 - ii) The Employees are required to contribute a minimum of 5% of wages to the pension plan;
 - iii) The Employees have the option of contributing greater than 5% of wages but equal or less than 12% of wages to the pension plan.
 - iv) The Parties agree that the Employer does not administer the pension plan and that pension plan is administered by Universities Canada pursuant to the terms and conditions of the Pension Plan Text and Handbook.
 - v) The Parties agree that the Employer's only obligation is to make its contributions pursuant to Article 34.1(c)(i) of this Agreement and that the Employer is not in any way liable for any retirement benefits generated by this pension plan. Accordingly, the Parties agree that the pension plan is not arbitrable.

34.2

It is understood and agreed that the Insurance Plans shall be administered by the Insurance Carriers. An Employee shall receive benefits in accordance with the Insurance Plans. It is further understood that the Insurance Plans are not arbitrable.

34.3

The aforementioned plans shall cease when an Employee;

- a) is on strike or lockout
- b) is on layoff;
- c) is absent from work in excess of thirty (30) days in any calendar year excluding periods of vacations, or any period as specifically set out in Statutes of Ontario.

34.4

The Employer reserves the right to substitute Insurance carriers during the term of this Agreement as long as the benefits are equivalent.

ARTICLE 35 – OCCUPATIONAL HEALTH AND SAFETY

The Employer, the Society and the Employees agree to abide by the terms of the *Occupational Health and Safety Act* and its Regulations currently in force.

ARTICLE 36 – LETTERS OF UNDERSTANDING

Letters of Understanding will form part of this Collective Agreement

36.1

Intent

A Letter of Understanding may serve the following purposes:

- a) amend or add to the current provisions of the Collective Agreement;
- b) elaborate/clarify the intentions of a provision of the Collective Agreement;
- c) establish provisions for issues not covered by the Collective Agreement.

36.2

Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement.

36.3

Approval

Letters of Understanding must bear the signatures of both the Co-Chairs of the JSMC or their designates.

36.4

Duration

The Parties agree that Letters of Understanding will contain "sunset clauses".

ARTICLE 37 – TERM OF AGREEMENT

This Agreement shall be for a term of 2 years, commencing on the 1st day of April 2019, and ending on 31st day of March, 2021, subject to the Letter of Understanding appended to this agreement. This Collective Agreement shall continue from year to year thereafter unless either Party gives notice in writing to the other not less than thirty (30) days, nor more than ninety (90) days prior to the expiry date hereof of that Party's intention to terminate this Collective Agreement or to negotiate revisions thereto.

APPENDIX A – WAGES

- 1) There shall be a 2.2% retroactive wage increase for all Employees to April 1, 2019;
- 2) There shall be a 1% wage increase for all Employees as of April 1, 2020;
- 3) There shall be a 1% increase for all Employees as of November 1, 2020;

NOTE: With reference to LOU #5, Don Chiasson will receive lump sum equivalent payment of the proposed wage increases.

Salary Bands at Minimum Rate, Job Rate and Maximum Rate

As of March 31, 2019

Salary Band	Minimum (80%)	Job Rate (100%)	Maximum (120%)
6	\$86,253.00	\$107,815.00	\$129,379.00
5	\$68,571.00	\$85,715.00	\$102,856.00
4	\$54,516.00	\$68,144.00	\$81,774.00
3	\$43,340.00	\$54,175.00	\$65,011.00
2	\$34,455.00	\$43,069.00	\$51,685.00

Retroactive to April 1, 2019 – 2.2%

Salary Band	Minimum (80%)	Job Rate (100%)	Maximum (120%)
6	\$88,150.57	\$110,186.93	\$132,225.34
5	\$70,079.56	\$87,600.73	\$105,118.83
4	\$55,715.35	\$69,643.17	\$83,573.03
3	\$44,293.48	\$55,366.85	\$66,441.24
2	\$35,213.01	\$44,016.52	\$52,822.07

As of April 1, 2020 – 1%

Salary Band	Minimum (80%)	Job Rate (100%)	Maximum (120%)
6	\$89,032.07	\$111,288.80	\$133,547.59
5	\$70,780.36	\$88,476.74	\$106,170.02
4	\$56,272.51	\$70,339.60	\$84,408.76
3	\$44,736.41	\$55,920.52	\$67,105.65
2	\$35,565.14	\$44,456.68	\$53,350.29

As of November 1, 2020 – 1%

Salary Band	Minimum (80%)	Job Rate (100%)	Maximum (120%)
6	\$89,922.39	\$112,401.69	\$134,883.07
5	\$71,488.16	\$89,361.50	\$107,231.72
4	\$56,835.23	\$71,043.00	\$85,252.85
3	\$45,183.78	\$56,479.72	\$67,776.71
2	\$35,920.79	\$44,901.25	\$53,883.79

This Collective Agreement is signed and executed on this day **DATE**, in the City of Ottawa, Ontario.

Signed on Behalf of the National Judicial
Institute

Signed on Behalf of the Society of United
Professionals, NJI Local

Letter of Understanding #1

Between

The National Judicial Institute

(the “Employer”)

And

Society of United Professionals

(the “Society”)

Re: Telework Guidelines

1. The Parties agree to meet and discuss telework guidelines within six months of the ratification of the Collective Agreement.
2. Any current work from home / telework practices will remain until telework guidelines referenced in paragraph 1 are established, if any. After which, such practices will be subject to the guidelines, if any. The Employer reserves its right to amend or cancel any current work from home / telework practice due to work performance or operational requirements.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties.

Date

For the Society

For NJI

Letter of Understanding # 2

Between

The National Judicial Institute

(the “Employer”)

And

Society of United Professionals

(the “Society”)

Re: Joint Health and Safety Committee (“JHSC”)

1. The Parties agree that the Society will appoint a Bargaining Unit Member to the JHSC.
2. The Society agrees to pay for the fee for the joint health and safety certification for the individual referenced in paragraph 1.
3. The Bargaining Unit Member on the JHSC will be recertified, as mandated. NJI will pay all costs associated with the recertification.
4. The Parties agree to meet and discuss the mandate of the JHSC within six months of the ratification of the Collective Agreement.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties

Date

For the Society

For NJI

Letter of Understanding # 3

Between

The National Judicial Institute

(the “Employer”)

And

Society of United Professionals

(the “Society”)

Re: Contracting Out

For the term of this agreement no Employee shall be laid off as a result of contracting out of work presently performed by the bargaining unit.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties

Date

For the Society

For NJI

Letter of Understanding # 4

Between

The National Judicial Institute

(the “Employer”)

And

Society of United Professionals

(the “Society”)

Re: Counsel, Judicial Education

1. The Parties acknowledge that the current practice with respect to hours of work for counsel, judicial education, is maintained.
2. The Society acknowledges that this Letter of Understanding does not in any way confer any additional benefit to Employees other than the maintenance of the current practice with respect to hours of work. In other words, the Society acknowledges that counsel, judicial education are still required to complete all necessary work and be available for all meetings notwithstanding the practice in Paragraph 1.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties

Date

For the Society

For NJI

Letter of Understanding # 5

Re: Don Chiasson (“Chiasson”)

Whereas Chiasson is employed as a Part Time International Advisor, International Cooperation Group;

Whereas the Employer disputed the inclusion of Chiasson in the bargaining unit;

Now therefore, the Parties agree to the following with respect to Chiasson’s employment:

1. The Parties agree that Chiasson is an Employee in the bargaining unit.
2. Notwithstanding paragraph 1, this agreement is without prejudice to the Employer’s position that any future incumbent of the International Advisor, International Cooperation Group position is outside of the scope of the Collective Agreement.
3. The Parties agree that Chiasson’s hours of work, salary, benefits, vacation, travel pay, and sick leave entitlements continue to be governed by the terms of his Indefinite Term Employment Agreement dated June 26, 2017. It is agreed that these entitlements are red circled.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties

Date

For the Society

For NJI

Letter of Understanding #6

Between

The National Judicial Institute

(the "Employer")

And

Society of United Professionals

(the "Society")

Re: Negotiations for the Collective Agreement Commencing April 1, 2021

- 1) The Parties agree they shall negotiate a Band/Step Wage Grid, based on the wage rates of March 31, 2021;
- 2) The Parties agree they shall determine where Employees shall be placed on the New Band/Step Wage Grid based on their date of hire and/or last date of promotion commencing April 1, 2021;
- 3) The Parties agree to greencircled Employees who are currently being paid above the new job rate, would remain at their current rate until such time as their placement on the Band/Step Wage Grid equalizes to their actual rate of pay. Greencircled Employees shall receive all negotiated percentage increases based on their greencircled rate;
- 4) The Parties shall negotiate the term of the new collective agreement and the % wage increases.
- 5) The Parties agree to consider the possibility of negotiating changes to vacation entitlements and the possible establishment of a pension review committee;
- 6) The Parties agree that any additional proposals will be considered by the mutual consent of the Parties;
- 7) The Employer reserves the right to negotiate wage enhancements, , before April 1, 2021.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties.

Date

For the Society

For NJI

Letter of Understanding #7

Between

The National Judicial Institute

(the “Employer”)

And

Society of United Professionals

(the “Society”)

Re: Bargaining Unit Members Temporarily Assigned to Positions Outside the Bargaining Unit.

The purpose of this letter of understanding is to acknowledge that Benjamin Piper and Geeta Gera are bargaining unit members that accepted positions outside the bargaining unit prior to the negotiations of the first collective agreement.

The Parties agree the Benjamin Piper, Geeta Gera and Emilie Lessard will be extended all rights under Article 16 of this collective agreement. Therefore the Parties agree:

1. NJI will provide the Society notice, under Article 16.1.
2. With reference to article 16.3, Benjamin Piper had a start date outside the bargaining unit on January 14, 2019.
3. With reference to article 16.3, Geeta Gera had a start date outside the bargaining unit on June 11, 2018.

This LOU will expire at the expiration of this Collective Agreement, unless renewed by the Parties

Date

For the Society

For NJI