

COLLECTIVE AGREEMENT

- between -

OPERATION SPRINGBOARD

(hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4369**

(hereinafter referred to as the "Union")

**Expires
September 30, 2019**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - SCOPE AND RECOGNITION	3
ARTICLE 3 - NO DISCRIMINATION	6
ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP	6
ARTICLE 5 - LABOUR MANAGEMENT RELATIONS	7
ARTICLE 6 - MANAGEMENT RIGHTS.....	8
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE	9
ARTICLE 8 - NO STRIKES/NO LOCKOUTS	12
ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE	12
ARTICLE 10 - PERSONNEL FILES.....	12
ARTICLE 11 - SENIORITY	13
ARTICLE 12 - LOSS OF SENIORITY.....	13
ARTICLE 13 - PROMOTIONS AND STAFF CHANGES	14
ARTICLE 14 - PROBATION	15
ARTICLE 15 - LAYOFF AND RECALL	16
ARTICLE 16 - HOURS OF WORK.....	17
ARTICLE 17 - OVERTIME AND PREMIUM PAYMENT.....	18
ARTICLE 18 - LEAVES OF ABSENCE	19
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES	24
ARTICLE 20 - PENSION PLAN	25
ARTICLE 21 - BENEFITS.....	25

ARTICLE 22 - PAID HOLIDAYS	26
ARTICLE 23 - VACATIONS.....	27
ARTICLE 24 - SICK LEAVE.....	29
ARTICLE 25 - JOB CLASSIFICATIONS	30
ARTICLE 26 - TECHNOLOGICAL & ORGANIZATIONAL CHANGE.....	30
ARTICLE 27 - HEALTH AND SAFETY.....	31
ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS	32
ARTICLE 29 - COPIES OF AGREEMENT	32
ARTICLE 30 - TRAINING.....	33
ARTICLE 31 - DURATION	33
SCHEDULE "A" SALARIES AND WAGE RATES	34
SCHEDULE "B" LIST OF JOB CLASSIFICATIONS.....	35
LETTER OF UNDERSTANDING RE: TWO STAFF IN YOUTH JUSTICE RESIDENCES ...	36
LETTER OF UNDERSTANDING RE: BENEFITS COMMITTEE	37
LETTER OF UNDERSTANDING RE: TRAINING	38
LETTER OF UNDERSTANDING RE: SICK LEAVE REDUCTION	39
LETTER OF UNDERSTANDING RE: PART-TIME EMPLOYEES	40

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) To build and maintain harmonious relations between the Employer and its employees;
 - b) To recognize the mutual value of joint discussions;
 - c) To provide for prompt and equitable disposition of a grievance and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees covered by this agreement and to promote the well-being and security of the bargaining unit.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01
- a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the City of Toronto, save and except assistant supervisors, persons above the rank of assistant supervisor, office and clerical staff, residential cooks, students employed during the school vacation period and students in cooperative training or other educational placements.
 - b) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the City of Sault Ste. Marie, save and except assistant supervisors, persons above the rank of assistant supervisor, office and clerical staff, residential cooks, students employed during the school vacation period and students in cooperative training or other educational placements.
- 2.02
- a) Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

- b) The employer shall not contract out any work usually performed by members of the bargaining unit if it would cause employees in the bargaining unit to work fewer than their regular hours of work or to be laid off.

2.03

- a) A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.01.
- b) A part-time employee is an employee who is regularly scheduled to work less than the normal full-time hours referred to in Article 16.01.
- c) A relief employee shall be defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability.

Relief employees will be entitled to all rights and privileges of the Collective Agreement, except Articles 15, 18 (except as provided under the Employment Standards Act), 21, 22 (except 22.04) and 24.

- d) A relief employee shall be required to provide the Employer his/her availability to work, on a monthly basis. At a minimum, the relief employee must commit to be available at least two (2) shifts per pay period, one (1) weekend per month and four (4) statutory holidays per year.
- e) In filling vacant shifts as a result of sick leave, vacation or similar circumstances, the Agency location will offer additional shifts to qualified part-time employees and qualified relief employees on the basis of seniority and availability. Part-time employees may indicate their interest in being in the relief pool and will provide the Agency with their availability outside their regular working hours. No part-time or relief employee will normally be allowed to work beyond the regular work week where there are other employees in the relief pool who have availability for additional shifts. The Agency agrees that the relief pool will not be used in order to avoid filling a permanent position or a temporary vacancy expected to last for more than ninety (90) calendar days. Hours worked by part-time employees as relief will not count toward their becoming full-time in accordance with Article 2.03(a).

2.04

Contract Employees

- a) Contract employees may be hired for a specific term to perform a special task or project that is directly established by a funding source not to exceed eighteen (18) months or to replace an employee who will be on approved leave of absence, sick leave, or long term disability. The period of employment of the latter such persons shall not exceed the absentee's leave. The Employer will inform the Union of the circumstances giving rise to the vacancy prior to the position being posted.

If the term of employment of a contract employee exceeds eighteen (18) months, the employee will be confirmed as a permanent employee and will gain seniority which shall be retroactively established, effective the last date of hire.

- b) Contract employees will be entitled to all rights and privileges of the Collective Agreement, except Articles 15, 18.04, 18.07 and 20.
- c) Where a contract position is filled by a permanent employee, the employee shall be seconded to the contract position, it being understood that at the conclusion of the assignment, the employee shall be entitled to return to her/his former position. Such an employee shall enjoy all rights and benefits of a permanent employee while seconded to the contract position.

2.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), which may conflict with the terms of this collective agreement.

2.06 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.

2.07 Union Officers, Stewards and committee members shall be entitled to leave their work during working hours without loss of pay in order to carry out their functions under this Agreement, namely, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld.

2.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon prior notification, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

Union representatives shall treat as confidential, during, as well as after, the rendering of the services required by this Agreement, any information of a character confidential to the affairs of the Ministry or of the Government of Ontario and/or Canada to which they become privy as a result of carrying out this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 a) The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- b) There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP

- 4.01 The parties hereto agree to compulsory deduction of Union dues for all employees who come within the bargaining unit. The amount to be deducted shall be the union dues as established by the Union.
- 4.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month. The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.03 The Employer shall provide the Union quarterly with an electronic list of the names, status, classification, department, addresses and home telephone numbers of each employee.
- 4.04 When Income Tax T4 slips are prepared the Employer will record on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 4.05 a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees

will be subject to the Union Security and Dues deduction provisions contained in this Collective Agreement.

- b) The Employer agrees to provide a Union Steward with an opportunity to meet with new employees for a period of up to twenty (20) minutes, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the employee's immediate supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.

4.06 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director (or designate) and the Recording Secretary of the Local Union, with a copy to the CUPE National Representative.

4.07 The Employer shall provide the Union with a bulletin board at each work location. The Union may post documentation to inform employees of activities of the Union. Only notices that have been signed by a Union officer may be posted.

4.08 The employer will consider requests by the Union to use meeting space, subject to operational requirements.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Labour-Management Committee

- a) A Labour-Management Committee will be established consisting of three (3) Union representatives and three (3) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings.
- b) The Committee will meet quarterly, or more frequently if requested by either party, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.
- c) An agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least seven (7) calendar days in advance of the meeting. Matters shall be placed on the final agenda on agreement of the Co-Chairpersons that they fall within the

terms of reference of the Committee. Additional items may be added to the agenda by mutual agreement of the Co-Chairpersons.

- d) The parties shall alternate in providing a Secretary to the Committee. Minutes of such meetings will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting, and provided to all Committee members. Once approved, the minutes shall be posted in the workplace.

5.02 Stewards

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to two (2) employees at each work location as Stewards, to a maximum of twenty (20) in total.
- b) The Union shall notify the Employer in writing of the names of its Stewards. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

5.03 Bargaining Committee

A Union Bargaining Committee will be elected or appointed consisting of not more than four (4) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members.

5.04 Modified Work

Upon request, the Employer will meet with the Union to discuss any modified work arrangements. An employee may choose to have a Union representative at any meeting related to an employee's accommodation and/or return to work from illness or injury. The Employer will notify the employee of this right prior to the meeting.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes and acknowledges that the management of Operation Springboard and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and discharge, suspend or otherwise discipline employees for just cause, provided that a claim by an employee who has completed his/her probationary period that he/she has been disciplined, suspended or

discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of operation, work assignments, methods of doing work and the working establishment for any service;
 - d) Evaluate, train and develop staff;
 - e) Determine the number and location of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
 - f) Make and enforce and alter from time to time rules and regulations to be observed by all employees.
- 6.02 The Employer agrees that in exercising its rights as set out in Article 6.01 above it will not act in a manner that is inconsistent with the terms of this Agreement and that it shall exercise its rights in a fair and reasonable manner.
- 6.03 The Employer will post new or revised policies in advance of the policy coming into effect, with an electronic copy sent to the Union days in advance of posting.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present.

Employees involved in the grievance procedure shall not suffer loss of wages.

7.02 Complaint

- a) If an employee has a complaint, it shall be discussed with their Supervisor within ten (10) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward.
- b) Attempts at such informal settlement of complaints shall not exceed five (5) working days. In the event the complaint is not resolved, the steps of the Grievance Procedure may be invoked.

7.03 Step 1

Failing settlement at the complaint stage, the Union may submit the grievance in writing to the Human Resources Manager within ten (10) working days. The grievance shall be in writing on a grievance form, signed by the employee, and shall contain the nature of the grievance and the remedy sought. A meeting will be held within five (5) working days of submission of the grievance between Management and the Union. The Human Resources Manager shall deliver the response in writing to the Union within five (5) working days of the date of the meeting. The direct supervisor will be included in the Step 1 process.

7.04 Step 2

Failing a satisfactory settlement being reached at Step 1, the matter may be referred to the Executive Director or designate within five (5) working days of receiving the Step 1 response. A meeting will be held within five (5) working days of such referral between the Executive Director or designate and the Union. The Executive Director or designate shall deliver the response in writing to the Union within five (5) working days of the date of the meeting.

7.05 Step 3

Failing a satisfactory settlement being reached at Step 2, the matter may be referred to arbitration not later than twenty (20) working days after the decision at Step 2 has been received.

7.06 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step 2. Such a grievance shall then be processed within the framework of the grievance procedure. It is agreed that up to three (3) employees of the group can be present at each step of the grievance process.

7.07 Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party.

7.08 The time limits fixed in the grievance and arbitration procedure may be extended by consent of both parties.

7.09 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.10 Arbitration Procedure

- a) When either party wishes to submit a grievance to arbitration, it shall inform the other party within twenty (20) working days of the receipt of the written decision at Step 2 of the Grievance Procedure. Such written notification shall include the name and address of its nominee to the Board of Arbitration. Within ten (10) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration. The two (2) nominees shall select a third appointee to act as an impartial chairperson.
- b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- c) If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour upon request by either party.
- d) The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- e) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- f) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.
- g) The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

7.11 Mediation

The parties may agree that there are circumstances where the services of a mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances. By mutual agreement the parties may extend the time limits and utilize the services of a Mediator. The cost of the Mediator will be shared between the parties.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

- 8.01 The parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 9.01 Prior to the imposition of discipline, suspension or discharge, an employee shall be given the reason(s) in writing, copied to the Union, at a meeting convened for such purpose. An employee will have the right to have a steward present at the meeting and will be advised of the nature of the meeting and of their right to have a steward present in advance of the meeting.

If no union representative is available, the employee shall not be disciplined, but may be removed from the workplace with pay until a discussion can be held with the union representative. Such removal from the workplace shall not be considered to be disciplinary action.

- 9.02 In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance. Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented within ten (10) working days after notice of the discipline, suspension or discharge was given.

ARTICLE 10 - PERSONNEL FILES

- 10.01 An employee shall, upon giving three (3) day's advance notice to their supervisor, have access to and be allowed to review her/his personnel file. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. Upon request, an employee shall be provided with a copy of any material contained in her/his personnel file.
- 10.02 Eighteen (18) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against her/him, provided that the employee has not been disciplined during the Eighteen (18) month period. Notwithstanding the above, any discipline related to client interaction will remain on the Employee(s) file.
- 10.03 Performance appraisals will be completed on an annual basis, on or about the end of June and will be based on fiscal year April to March performance. A Standard form will be used, a copy of which shall be provided to the Union.

The standard form will include the input of both the employee and the supervisor, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall be defined as a full-time employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union. Part-time and relief employees will accumulate seniority on the basis of one (1) year's seniority for each 1820 hours worked in the bargaining unit as of the last date of hire, including service with the Employer prior to the date of certification of the Union.
- 11.02 Seniority will operate on a bargaining unit wide basis unless specified otherwise in this Agreement.
- 11.03 The Employer will post a seniority list as soon as reasonably possible, but no later than sixty (60) calendar days after ratification of this Agreement, showing the employee's current classification and their seniority date. Where two (2) or more employees commence work on the same day, seniority shall be determined alphabetically.
- 11.04 An up-to-date seniority list shall be sent electronically to the Recording Secretary and posted on all bulletin boards quarterly.
- 11.05 An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and she/he will be credited with seniority equal to the probationary period.

ARTICLE 12 - LOSS OF SENIORITY

- 12.01 An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons:
- a) Voluntary resignation or retirement;
 - b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
 - c) An employee is laid off for a period exceeding eighteen (18) months;

- d) An employee overstays a leave of absence or is absent from work without permission for a period of more than three (3) consecutive days for which she/he is scheduled to work, unless a reasonable explanation for the absence is provided to the Employer;
 - e) An employee fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of his/her intention to return to work, or fails to return to work within ten (10) working days of the receipt of notice of recall, unless a reasonable explanation is provided to the Employer;
 - f) An employee uses a leave of absence for a purpose other than for what it was granted.
 - g) A relief employee, who is not on an approved leave of absence, does not accept a shift excluding attending mandatory training, for a period of two (2) months or more.
- 12.02 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. An employee who transfers outside the bargaining unit for a period of not more than 120 calendar days, shall not suffer any loss of seniority, service or benefits. An employee who transfers to a position outside the bargaining unit for a period greater than 120 calendar days, but not more than fourteen (14) months shall retain, but not accumulate the seniority held at the time of transfer. An employee who transfers to a position outside the bargaining unit for a period greater than fourteen (14) months will not retain any seniority and must apply for any future bargaining unit positions as an external candidate.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy is expected to last for more than ninety (90) calendar days, the Employer will post such positions internally within fourteen (14) calendar days. Such positions shall be posted internally for a period of seven (7) calendar days at all worksites in a place accessible to all bargaining unit employees.
- 13.02 The posting will stipulate the classification, location, qualifications, hours of work and salary, and a copy shall be provided to the Union.
- 13.03 All external resumes received prior to the completion of the internal hiring process shall be stored unopened and no external candidate will be interviewed until such time as the internal hiring process is completed. Should an internal candidate apply to the posting after the closing date, they

- shall be considered along with the external resumes for hire into the posting. Seniority will not be a factor in this situation.
- 13.04 In matters of promotion and staff transfer, the qualifications, experience, ability and seniority of the employee shall be considered. Where those factors are relatively equal, seniority shall be the determining factor, in which case the most senior applicant who is able to meet the normal requirements of the posted position shall be appointed to the position.
- 13.05 The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union. The unsuccessful Bargaining unit applicant(s) shall be advised at the same time as the successful applicant.
- 13.06 Bargaining unit employees who are unsuccessful shall receive, upon written request, the reason(s) for the denial.
- 13.07 Where a regular part-time or relief employee assumes a full-time position on a temporary basis for six (6) months or more, the employee will enjoy all rights and benefits of a regular full-time employee during the term of the contract position.
- 13.08 Those who have less than 6 months of residency in their current position must get their supervisor's approval for transfer to any other department. This restriction shall not apply to temporary employees applying for permanent positions and for part-time employees applying for full-time positions.

ARTICLE 14 - PROBATION

- 14.01 a) A newly hired full-time employee will be known as a probationary employee until she/he has completed a period of four (4) months continuous employment. Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, except where specifically excluded;
- b) A newly hired part-time or relief employee will be known as a probationary employee until she/he has completed a period of five hundred and sixty (560) hours. Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, except where specifically excluded.
- 14.02 An evaluation will be completed by the immediate supervisor prior to the expiry date of the probationary period.

- 14.03 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:
- a) Confirm the appointment as having completed the probation; or
 - b) Extend probationary status by no more than two (2) months for full-time and 140 hours for part-time and relief, provided that the reasons for the extension are provided in writing to the employee and the Union.
 - c) Terminate the employee. Such termination shall not be the subject of a grievance, provided it is not arbitrary or discriminatory.

Where an employee's probationary status is extended, a further evaluation shall be completed prior to the expiry of the probationary period.

ARTICLE 15 – LAYOFF AND RECALL

- 15.01 In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the bargaining unit, the Employer shall provide at least thirty (30) calendar days advance notice to the Union where it is reasonably able to do so. Following such notice, the Employer shall meet with the Union within ten (10) calendar days to discuss the reasons for such layoffs, including the provision of all pertinent staffing, work organization and financial information.
- 15.02 The Employer agrees to provide any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under the Employment Standards Act, copied to the Union. The Employer will provide additional written notice where reasonably possible. It is agreed that the individual notice can run concurrent to the notice to the Union in Article 15.01.
- 15.03
- a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority within their own classification and site, provided there remain employees with the necessary qualifications and experience to effectively operate each site.

An employee in receipt of a layoff notice may bump an employee within the same classification with less seniority within the same sector, provided the employee exercising such right has the qualifications, skill and ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02. The right to bump shall not include the right to bump up.
 - b) An employee who is unable to bump an employee within the same sector and where there are no permanent vacancies available that are similar to the position from which the employee was laid off, may bump

an employee with less seniority provided the employee exercising such right has the qualifications, skill and ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02. The right to bump shall not include the right to bump up.

- 15.04 Employees shall continue to accumulate seniority, but not service, while on lay-off, subject to Article 12.01 c).
- 15.05 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 15.06
- i) Employees shall be recalled in order of their seniority provided that the employee is able to immediately perform the duties of the position. The posting procedure shall not apply until the recall procedure is completed.
 - ii) A permanent employee who has bumped or been bumped, but who has not actually been laid off, or who has been recalled, shall have the right to return to their position they held prior to displacement should it become vacant during the six (6) month period following their displacement. In the event there is more than one person who wished to return to this position, seniority shall govern.
- 15.07 Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.
- 15.08 In the event of a layoff of an employee, the Employer shall pay its share of insured premiums for two (2) months after the month in which the layoff occurs. After such period, the employee may elect to pay the premiums as long as they maintain recall rights.

ARTICLE 16 - HOURS OF WORK

- 16.01
- a) The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
 - b) The normal work week for full-time employees shall be forty (40) hours and the normal work day for full-time employees shall be eight (8) hours, including meal and rest periods.

- 16.02 a) Work schedules will be posted at least three (3) weeks in advance. Employees may exchange shifts provided they have received approval of their Supervisor, which will not be unreasonably withheld. It is understood that the Employer will not incur any additional cost as a result of such exchange in shifts.
- b) The parties recognize that in the case of relief employees, no advance scheduling is possible, but the Employer agrees to provide as much advance notice as is reasonably possible.
- c) When posting schedule, there shall be a minimum of twelve (12) hours rest between scheduled shifts.
- 16.03 An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum thirty (30) minute unpaid meal period in a full shift. An employee who is not allowed to leave the work premises during their meal period shall be paid at the applicable rate for that period.
- 16.04 Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.
- 16.05 If an employee reports for work at the regularly scheduled time or is called into work and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification by phone or in writing not to report.

ARTICLE 17 - OVERTIME AND PREMIUM PAYMENT

- 17.01 Authorized hours of work in excess of the regular work week under Article 16 (Hours of Work) above shall be compensated on the following basis:
- a) Full-time employees who work in excess of their regular work week and up to eighty-eight (88) hours in a bi-weekly period shall be entitled to compensatory time off at straight time for each authorized hour worked.
- b) Part-time employees shall be entitled to be paid at their regular hourly rate for any hours worked above their regular work week and up to eighty-eight (88) hours in a bi-weekly period.
- c) Employees who work more than eighty-eight (88) hours in a bi-weekly period shall be paid at the rate of time and one half (1 ½) the employee's regular hourly rate of pay for each authorized hour.
- An employee may elect to bank hours in excess of eighty-eight (88) hours at the rate of time and one half (1 ½) to a maximum of eighty (80) hours. Unused lieu time will be cashed out at the termination of the

fiscal year. Lieu time will be used or paid within ninety (90) days of earning, except for special circumstances and with approval of the Department Manager.

17.02 Standby

On-call duties shall be rotated amongst senior staff at a given location in an equitable fashion, in consultation with those affected by these provisions. If a Senior Counsellor is called out to perform work while performing on-call duties, such employee will be compensated in accordance with Article 17.03 below.

17.03 Call Back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next shift, they shall receive a minimum of four (4) hours of work at the applicable rate of pay.
- b) Where a relief employee is called in to work, they shall receive a minimum of four (4) hours work or four (4) hours pay at their regular hourly rate.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 General Leave of Absence

- a) The Employer may grant a leave of absence without pay, provided that the Employer receives a written request at least one (1) month in advance (except in cases of emergency). The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will endeavor to reply to the request in writing within two (2) weeks of receiving the request, copied to the Union. Seniority will not accumulate during a general leave of absence and the seniority date will be adjusted upon the return of the employee from such leave.
- b) To qualify for a leave of absence as stipulated above, an employee must have completed six (6) months of employment with the Employer.

- 18.02
- a) It is understood that employees who are on approved leaves of absence with pay, including Long Term Disability, shall retain and accumulate seniority and service credits and shall be eligible for benefits as provided in this Agreement to a maximum of twenty-four (24) months.
 - b) Unless specified otherwise in this Agreement, during an absence not paid by the Employer exceeding thirty (30) continuous calendar days,

credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

18.03 Union Leave of Absence

Subject to the efficient operation of the Employer, leave of absence for union business shall be granted without pay for up to an aggregate maximum for all employees, of forty-five days (45) days during each calendar year of this Agreement. The granting of such leave will be subject to the following conditions:

- a) Not more than four (4) employees will be absent at any time, and no more than one (1) from each site;
- b) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function;
- c) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- d) The employee's seniority and service credits will continue to accumulate during the leave.
- e) If a relief or part-time employee is approved for union leave but would have otherwise been called to work a shift on the day(s) the union leave is granted, the employer shall notify the relief worker they would have offered the shift and the employer shall pay that relief worker for the missed shift(s) and the union will reimburse the cost of the shift(s).

18.04 Full-time Union Leave

Upon written request, an employee who has at least one year of seniority who is elected or selected for a full-time position with the Union, will be granted a leave of absence without pay and without benefits for a period of up to two (2) years. The employee's seniority and service credits will continue to accumulate during the leave of absence.

The employee must advise the Executive Director in writing of the date of the commencement of the leave as well as the expected return date within the said (2) year period, where reasonably possible at least thirty (30) days in advance of the commencement date.

In the event that the employee wishes to seek an extension of the leave of absence, the employee may request an extension in writing to the Executive Director and must indicate at the time of the request, the expected duration of the extended leave. The granting of the request for an extension will not be unreasonably withheld.

The Employer will continue the employee's wages and benefits and the Union will reimburse the Employer for all such wage and benefits paid to, or in respect of, the employee who is granted the leave. Dues will continue to be deducted from the employee's wages for the duration of the leave.

18.05 Pregnancy and Parental/Adoption Leave

Whenever the word "parent" is used in this section of the Agreement in relation to pregnancy leave or parental leave, "parent" is deemed to include the natural mother or father of a child, a person with whom a child is placed for adoption and a person who is in a relationship with a parent of a child and who intends to treat the child as his or her own.

- a) **Pregnancy/Adoption Leave:** Provided an employee has at least thirteen (13) weeks service, the Employer shall grant such leave without pay, at the written request of the employee normally at least two (2) weeks in advance, for any period up to a maximum of one (1) year. The request will be accompanied by a certificate of a legally qualified medical practitioner (the cost of which shall be paid by the Employer) stating that she is pregnant and giving the estimated delivery date. The leave may begin no earlier than seventeen (17) weeks before the expected birth date. During such leave, seniority and service for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of all benefits, provided the employee continues to pay their share of the cost of the benefits.
- b) **Parental Leave:** Provided that an employee meets the definition of parent as defined in this agreement, has at least thirteen (13) weeks service, and is not eligible for pregnancy/adoption leave, he/she shall qualify for parental leave. Parental leave without pay shall be granted at the written request of the employee for any period up to a maximum of thirty-seven (37) weeks. It is understood that the employee will submit the written request at least two (2) weeks prior to the commencement of the leave. Such leave shall commence within fifty-two (52) weeks after the birth/adoption or after the child first comes into the custody or care of a parent. During such leave seniority and service for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of benefits, provided the employee continues to pay their share of the cost of the benefits
- d) **Reinstatement:** An employee shall provide the Employer with at least four (4) weeks advance written notice of her/his intention to return to

work. On return to work, the employee will be reinstated to her/his former position or to a comparable position if it no longer exists.

18.06 Bereavement Leave

- a) Bereavement leave with pay shall be granted to a full-time employee upon request for up to five (5) consecutive working days due to the death of a spouse, partner, mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law or legal guardian.
- b) Bereavement leave with pay shall be granted to a full-time employee upon request for up to three (3) consecutive working days due to the death of a grandparent, brother-in-law or sister-in-law.
- c) Bereavement leave with pay shall be granted to a full-time employee upon request for up to five (5) consecutive working days due to a miscarriage of his/her child. The employee will be required to provide medical documentation, if requested, in order to be eligible for such leave.
- d) Bereavement leave with pay shall be granted to a full-time employee upon request for one (1) working day due to death of an aunt, uncle, cousin, niece or nephew.
- e) Additional leave without pay may be granted where out of town travel is required or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- f) Part-time and relief employees shall be granted bereavement leave on the same basis as full-time employees. However, it is understood that payment will be limited to any scheduled time lost during the consecutive calendar days described above.

18.07 Education Leave

- a) Permanent and part-time employees will be eligible to take up to one (1) year education leave without pay and benefit, for the purpose of obtaining additional education related to the work of the organization. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.

- b) A permanent or part-time employee who wishes to request an education leave shall do so in writing with a copy to the Union, indicating the duration and purpose of the leave. Such request shall not be unreasonably denied.
- c) The Employer will consider a request from an employee who has been granted an education leave to be placed on the relief employee list for the duration of the approved leave. When in the relief position, the employee's seniority date will be converted to hours.
- d) Upon return from an education leave, the employee shall be reinstated in her/his former position.

18.08 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance, provided that the employee:

- 1) Notifies the Employer immediately on the employee's notification that he/she will be required to attend at court;
- 2) Presents proof of service requiring the employee's attendance; and
- 3) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

18.09 Personal Leave

- a) Unpaid personal leave may be granted to allow an employee to deal with emergencies or demanding circumstances, which may arise (e.g. seriously ill relative). If approved, an employee will be allowed to use vacation, compensatory time, and/or float days under such circumstances.
- b) A request for personal leave shall be made to the employee's immediate supervisor, in writing or, if necessary, verbally, outlining the reasons for requested leave. Such request shall not be unreasonably denied.
- c) Seniority will not accumulate during an unpaid personal leave of more than thirty (30) days and the employee's seniority date will be adjusted upon the return of the employee from such leave.
- d) The Employer will endeavor to post in all worksites the various leaves applicable under the Employment Standards Act.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

- 19.01 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of her/his wages and deductions.
- 19.02 An employee may, upon giving at least ten (10) working days advance written notice, receive on the last work day preceding the commencement of her/his annual vacation, any pay cheques which may fall during the period of the employee's vacation, where the employee can demonstrate they cannot access their direct deposit funds.
- 19.03 When an employee is required to temporarily relieve in or perform the principal duties of a higher paying position either inside or outside the bargaining unit for one (1) full shift or more (subject to Article 12.02), he/she shall receive the rate for the job. In the case of a lower paying position, his/her rate shall not be reduced. The Employer agrees that any vacancy expected to last more than ninety (90) days must be posted in accordance with Article 13.
- 19.04 Transportation Expenses
- a) An employee who is required by the Employer to use her/his automobile in the course of performing her/his duties and responsibilities will be entitled to receive a travel allowance of forty-four (.44¢) cents per kilometre.
 - b) The Employer shall normally provide public transit tokens/tickets where an employee is required, as a normal part of her/his duties, to use public transit. Where such tokens/tickets are not available, the Employer will reimburse the employee for the cost of such tokens/tickets.
 - c) The Employer will reimburse employees for parking expenses incurred through the use of an automobile for work-related activities as required by the Employer.
 - d) Employees must document and submit monthly all expenses with official receipts for authorization prior to payment. It is agreed and understood that reimbursement for travel costs to and from the employee's residence is not allowed under this provision.
- 19.05 Training and Professional Development
- a) In-service training courses shall be a standing agenda item for discussion at Labour-Management Committee meetings. It is agreed that all employees shall have an opportunity to attend any in-service training

course(s) related to their positions. Attendance at such courses shall be considered work time and will be paid at the employee's applicable rate.

- b) The Employer will provide necessary tuition or registration fees for employees required to attend training courses at locations outside the workplace. Other necessary expenses will be reimbursed in accordance with the appropriate reimbursement policy.
- c) The Employer recognizes that the ongoing professional development of members of the bargaining unit is of benefit to both the individuals and the Agency. An employee may request time off with pay in order to travel to and/or attend seminars and conferences related to the employee's professional development. An employee may also request payment of all expenses related to the attendance at seminars and conferences. The Union shall be informed of the request and the Employer's response.

The Employer will pay all costs to attend seminars and conferences where an employee is required to attend, or where the employee is designated an official delegate of the Agency.

ARTICLE 20 - PENSION PLAN

- 20.01 After the completion of one (1) year of service, full-time employees will contribute a minimum of three percent (3%) of their annual salary to a Registered Retirement Savings Plan (RRSP). The Employer will match the employee's contribution to a maximum of five percent (5%) of the employee's salary to the Registered Pension Plan (RPP).
- 20.02 Part-time employees will be eligible for participation at the beginning of the next month after the completion of two (2) years of service, provided the employee has completed seven hundred (700) hours of employment with the Employer in each of the two (2) consecutive years immediately preceding the date of application, or the employee has earned thirty-five percent (35%) of the current Year's Maximum Pensionable Earnings (YMPE) over the most recent two (2) year period.

ARTICLE 21 - BENEFITS

- 21.01 All full-time employees shall be eligible for group benefits as of the first day of employment following their probationary period. In the case of family coverage, benefits shall be extended to dependants and spouse, which will include common-law and same sex partner who have been co-habiting for a period of at least one (1) year.

- 21.02 Employees can waive the coverage for Dependant Life, Extended Health and the Dental Plan only if the employee has equivalent spousal or alternate coverage. The employee is not able to waive the other benefits.
- 21.03 Commencing April 1, 2012, the Employer will contribute sixty-five percent (65%) to the total cost of all benefits: Life, AD & D, Dependent Life, Dental and Extended Health. Commencing January 1, 2018, the Employer will contribute seventy percent (70%) to the total cost of all benefits: Life, AD & D, Dependent Life, Dental and Extended Health. Commencing January 1, 2019, the Employer will contribute seventy-five percent (75%) to the total cost of all benefits: Life, AD & D, Dependent Life, Dental and Extended Health.
- 21.04 A copy of all policies and amendments of the benefits referred to in this Article shall be provided to the Union. In addition, the Employer shall once a year provide the Union with a copy of the financial/actuarial statement for all employee benefit plans.
- 21.05 The Employer may substitute another carrier for any plan provided any of the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and shall provide to the Union, full specifications of the benefits programs contracted for.
- 21.06 Effective April 1, 2015 increase to \$150/24 months.
Effective July 1, 2017 increase to \$200/24 months.
- 21.07 Effective July 1, 2017, the Employer will provide all full-time employees with access to an EAP Plan.

ARTICLE 22 - PAID HOLIDAYS

- 22.01 The Employer recognizes the following paid holidays:
- | | | |
|----------------|---|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day (July 1 st) | Christmas Day |
| Good Friday | Simcoe Day (1 st Monday in August) | Boxing Day |
| Easter Monday | Labour Day | |
- 22.02 a) Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive holiday pay, subject to c) below.

- b) In order to qualify for holiday pay, an employee must have worked her/his scheduled shifts immediately prior to and following the paid holiday, unless on authorized leave.
- c) An employee who qualifies for holiday pay shall receive payment equal to the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20).
- d) When a holiday, as referred to in Article 22.01, falls on a full-time employee's scheduled day off, the full-time employee shall have the option of the following:
 - i) Receive holiday pay as defined by the Collective Agreement, or
 - ii) The employee may request a day off with holiday pay, provided the day off falls within thirty (30) days of the holiday, such request shall not be unreasonably denied.

22.03 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such holiday will replace one of the float days for full-time employees.

22.04 When an employee works on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, the employee will receive holiday pay, subject to 22.02 c).

22.05 Each full-time employee shall be granted one (1) day off with pay each calendar year to be termed floating holidays. Such floating holidays shall be taken on a date mutually agreed in advance between the employee and their immediate supervisor. Employee requests will not be unreasonably denied.

22.06 An employee shall be granted leave for an alternate religious holiday, upon written request to their supervisor at least two (2) weeks prior to the date of the religious holiday, provided they use compensatory time, floating holidays, or vacation time.

22.07 For the purpose of defining which shifts fall on the above designated holidays, the parties agree to designate those shifts where the majority of hours fall on the holiday.

ARTICLE 23 - VACATIONS

23.01 The vacation year shall be the period from April 1st of any year to March 31st the following year.

- Full-time employees will accrue vacation credits on the following basis, in accordance with the employee's years of service:
- i) Less than 2 years of service 1.25 days/month
 - ii) 2 years or more of service 1.66 days/month
 - iii) 10 years or more of service 2.08 days/month
- 23.02 All other employees will be paid four percent (4%) vacation pay on a bi-weekly basis. Employees are entitled to two (2) calendar weeks unpaid vacation annually.
- 23.03 Request for vacation will be made in writing to the employee's supervisor normally at least four (4) weeks prior to the desired vacation period. Consideration will be given to requests made with less than four (4) week's notice. The final approval for vacation scheduling is subject to April 23.04 and the operational requirements of the Employer. The Employer shall respond within seven (7) working days of receiving such notice as to whether the vacation request is approved or not approved. Such approval shall not be unreasonably denied.
- 23.04 Full-time employees will indicate in January to the employer if they intend to work on any of the statutory holidays that require staffing on that day. Full-time employees in the 24/7 staffed facilities shall request in January to have the statutory holidays off. The Employer shall respond within seven (7) working days of receiving such notice as to whether the vacation request is approved or denied. Such requests will not be unreasonably denied.
- 23.05 If there is a dispute over a respective vacation date between employees, vacations will be granted in accordance with seniority, as long as the employees in question have submitted their request in accordance with this Agreement.
- 23.06 Employees may take their vacation in a consecutive and unbroken manner, and employees may request to carry over five (5) days of vacation to the next vacation year with the approval of the supervisor. In special circumstances, an employee may request an additional carry-over of five (5) days of vacation to the next vacation year. Such approval shall not be unreasonably denied. Employees may use banked compensatory time in conjunction with vacation credits.
- 23.07 An employee whose employment terminates at any time in the vacation year prior to using his/her earned vacation will be entitled to a proportionate payment of his/her vacation entitlement that was earned prior to the date of termination.

- 23.08 Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time and subject to providing a medical certificate, it is understood and agreed that the vacation time shall be rescheduled upon the return of the employee from sick leave. Where an employee becomes seriously ill or injured during their vacation and subject to providing a medical certificate, the days of illness or injury will be counted as sick leave and the unused vacation days may be rescheduled in accordance with Article 23.03.
- 23.09 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.06. The portion of the employee's vacation that is deemed to be bereavement leave will not be counted against the employee's vacation credits.

ARTICLE 24 - SICK LEAVE

- 24.01 Sick leave is granted when a full-time employee is absent from work due to legitimate personal illness injury or invasive medical procedure. It is understood that the use of sick leave is for the sole and only purpose of protecting employees against the loss of income during time of such absence. It is agreed that employees can use up to five (5) days per calendar year for immediate family illness.
- 24.02 Full-time employees will accumulate sick leave credits at the rate of one and one half (1½) working days per month of employment, such credits to be cumulative.
- 24.03 Employees may accumulate sick leave credits from year to year. Each employee shall receive by October 31st of each year an annual statement of cumulative sick leave credits.
- 24.04 In cases where a sick leave exceeds three (3) days, or where the Employer reasonably feels absenteeism to be excessive and/or fraudulent, the Employer reserves the right to request a medical certificate. The Employer shall pay the full cost of any medical certificate required of an employee.
- 24.05 Long Term Disability coverage, equivalent to the benefit amounts in the existing Maritime Life Assurance of Canada or equivalent plan, commencing one hundred and twenty (120) calendar days from the date of disability will be provided by the Employer. The employee will pay one hundred percent (100%) of the premiums for the LTD coverage.

- 24.06 The Employer agrees that employee health information is strictly confidential, and will be kept confidential. Access to this information shall be given only to those persons directly involved in administering that information.

ARTICLE 25 - JOB CLASSIFICATIONS

- 25.01 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description at the time the new or changed classification is implemented.
- 25.02 When a new classification is established by the Employer, the Employer shall determine the rate of pay for such classification and notify the Union of same. If the Union challenges the rate, it shall have the right to request a meeting to negotiate the appropriate rate of pay. If the parties are unable to agree on a rate of pay, the dispute may be submitted to arbitration in accordance with Article 7.10 of the Collective Agreement. The decision of the Board shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classifications. Any change awarded will be retroactive to the date the issue was raised by the Union.
- 25.03 When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to negotiate the appropriate rate of pay. If the parties are unable to agree on a rate of pay, the dispute may be submitted to arbitration in accordance with Article 7.10 of the Collective Agreement. The decision of the Board shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classifications. Any change awarded will be retroactive to the date the issue was raised by the Union.

ARTICLE 26 - TECHNOLOGICAL & ORGANIZATIONAL CHANGE

- 26.01 Where it is reasonably able to do so, the Employer will provide the Union with at least thirty (30) calendar day's written notice of any technological and/or organizational change that directly impacts the bargaining unit. Such notice will include information regarding the nature of the change and the anticipated date of such change. The parties agree the notice under this provision can run concurrently with the notice of layoff to the Union and the employees under Articles 15.01 and 15.02. Upon request from the Union, the Employer agrees to meet with the Union to discuss the changes.

- 26.02 Where as a result of technological and/or organizational change, new or greater skills are required than are already possessed by affected employees in their current job classification, the Employer will provide such employees with applicable training with no loss of pay or benefits to the employee where it can reasonably be expected that the employee(s) affected will be able to upgrade their knowledge and/or skills in a reasonable period of time.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions that are a hazard to the health and safety of employees. The parties agree to comply with the Occupational Health & Safety Act.
- 27.02 A Health and Safety Committee shall be established which is composed of three (3) Union and three (3) Employer representatives. The Health and Safety Committee shall hold meetings at least quarterly. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.
It is agreed there will be a sub-committee established in the Sault Ste. Marie location of one (1) Union representative and one (1) Employer representative.
- 27.03 Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 27.04 There shall be one Union representative in Toronto and one Union representative in Sault Ste. Marie who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and /or the Collective Agreement, they shall be paid at the applicable rate.
- 27.05 Every person who is an employee has a right to freedom from workplace harassment in accordance with Occupational Health and Safety Act, Sec 1 (1).
- “Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.” Ref. Occupational Health and Safety Act, Sec. 1 (1).

Violence in the Workplace

The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work.

The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employees who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The parties further agree that suitable subjects for discussion at the Joint Health and Safety Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behavior. Such policies will include but not be limited to:

- i. Designing safe procedures for employees.
- ii. Providing training appropriate to these policies.
- iii. Reporting all incidents of workplace violence.

All incidents as defined above will be reported to the Joint Health and Safety Committee. The Joint Health and Safety Committee shall identify issues related to workplace violence and aggression and shall make recommendations regarding policy, training, and/or remedies to the Employer.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 The parties agree that compensatory time; vacation credits and sick leave credits that were accrued prior to date of ratification will be retained and applied in accordance with the Collective Agreement following the date of ratification.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to share the costs to print sufficient copies of the Agreement, in a union shop, within eight (8) weeks of signing of this Agreement.

ARTICLE 30 - TRAINING

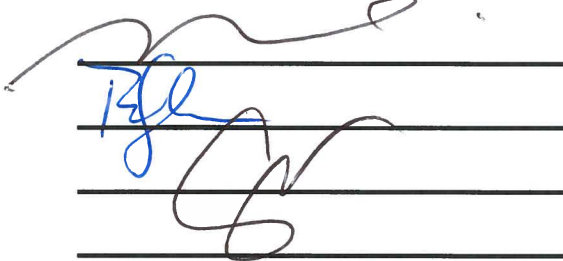
30.01 When training new employees such members doing the training will not be held liable for any errors or oversights made by the new employees provided that the new employee has been trained properly and both employees have confirmed completion of the training through sign off of requisite training documentation.

ARTICLE 31 - DURATION

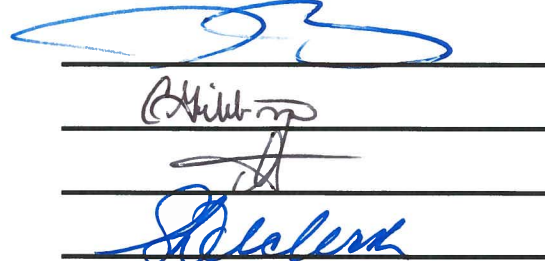
31.01 This agreement shall be in effect from the date of ratification and shall remain in effect up to and including September 30, 2019 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of expiry that it desires amendments.

IN WITNESS WHEREOF, the parties have signed this Agreement
on this 5th day of July 2017

OPERATION SPRINGBOARD



CUPE AND ITS LOCAL 4369



SCHEDULE "A" SALARIES AND WAGE RATES

- 1) New bargaining unit employees hired during the life of the Collective Agreement will be paid at the lowest current rate of pay for the applicable classification.
- 2) In the event a bargaining unit employee transfers to a different classification during the life of this Agreement, the employee will be paid at the lowest current rate of pay for the applicable classification. Where the new rate would represent a reduction, the employee will be red-circled at their current rate of pay, or the highest rate within the classification, whichever is lower.

SCHEDULE "B"

LIST OF JOB CLASSIFICATIONS

(including Pay Equity & Pay Increases After the Ratification to September 30, 2019)

Department / Program	Incumbents' Pay As of May 23, 2017	Pay Adjustment PT Positions as of 1st Pay Period After Ratification	\$0.2 Pay Inc. Oct 1, 2017	1% PE Adj April 1, 2018	\$0.2 Pay Inc. Oct 1, 2018	1% PE Adj April 1, 2019
Community Justice & Diversion Program						
1 Attendance Program Counsellor - FT	\$ 44,107.44		\$ 44,523.44		\$ 44,939.44	
Attendance Program Counsellor - PT	\$ 21.20		\$ 21.41		\$ 21.61	
2 Sr. CSO Counsellor - FT	\$ 40,214.98		\$ 40,630.98		\$ 41,046.98	
3 Community Justice Worker - FT	\$ 45,394.96		\$ 45,810.96		\$ 46,226.96	
	\$ 45,365.84		\$ 45,781.84		\$ 46,197.84	
	\$ 45,342.96		\$ 45,758.96		\$ 46,174.96	
Community Justice Worker SSM - PT	\$ 21.20	\$ 21.80	\$ 22.00		\$ 22.20	
4 Community Work Developer - FT	\$ 45,899.88		\$ 46,315.88		\$ 46,731.88	
Community Work Developer - Relief	\$ 22.00		\$ 22.20		\$ 22.40	
5 Youth Counsellor - FT	\$ 43,668.30		\$ 44,084.30	\$ 44,525.14	\$ 44,941.14	
Youth Counsellor - PT	\$ 21.20	\$ 20.99	\$ 21.19	\$ 21.41	\$ 21.61	
6 Youth In Transition Worker - FT	\$ 43,235.92		\$ 43,651.92	\$ 44,088.44	\$ 44,504.44	
Employment Services						
7 Employment Specialist - FT	\$ 46,429.50		\$ 46,845.50		\$ 47,261.50	
8 Recruitment & Retention Specialist - FT	\$ 46,429.50		\$ 46,845.50		\$ 47,261.50	
Recruitment & Retention Specialist - PT	\$ 22.32		\$ 22.52		\$ 22.72	
9 Community Engagement Facilitator - FT	\$ 49,000.00		\$ 49,416.00		\$ 49,832.00	
10 Community Integration Facilitator - FT	\$ 45,575.00		\$ 45,991.00		\$ 46,407.00	
Developmental Services						
11 Senior Counsellor - FT	\$ 48,980.62		\$ 49,396.62		\$ 49,812.62	
12 Community Housing Support Worker - FT	\$ 48,013.94		\$ 48,429.94		\$ 48,845.94	
13 Vocational Counsellor - FT	\$ 48,755.46		\$ 49,171.46		\$ 49,587.46	
14 Program Counsellor - FT	\$ 47,055.58		\$ 47,471.58		\$ 47,887.58	
Program Counsellor - PT	\$ 19.17	\$ 22.62	\$ 22.82		\$ 23.02	
Program Counsellor - Relief	\$ 19.17		\$ 19.37		\$ 19.57	
15 Residential Counsellor - FT	\$ 46,845.24		\$ 47,261.24		\$ 47,677.24	
	\$ 45,086.60		\$ 45,502.60		\$ 45,918.60	
	\$ 44,434.52		\$ 44,850.52		\$ 45,266.52	
Residential Counsellor - PT	\$ 19.17	\$ 21.36	\$ 21.56		\$ 21.76	
Residential Counsellor - Relief	\$ 19.17		\$ 19.37		\$ 19.57	
Youth Justice Residences						
16 Senior Counsellor - FT	\$ 47,869.38		\$ 48,285.38		\$ 48,701.38	
17 Residential Counsellor - FT	\$ 42,203.72		\$ 42,619.72	\$ 43,045.92	\$ 43,035.72	\$ 43,466.08
	\$ 40,724.32		\$ 41,140.32	\$ 41,551.72	\$ 41,967.72	\$ 42,387.40
	\$ 40,941.68		\$ 41,140.32	\$ 41,551.72	\$ 41,967.72	\$ 42,387.40
	\$ 40,320.54		\$ 40,736.54	\$ 41,143.91	\$ 41,559.91	\$ 41,975.50
Residential Counsellor - PT	\$ 17.54	\$ 19.38	\$ 19.58	\$ 19.78	\$ 19.98	\$ 20.18
Residential Counsellor - Relief	\$ 17.54		\$ 17.74	\$ 17.92	\$ 18.12	\$ 18.30
18 Education Assistant/Residential Counsellor - FT	\$ 40,724.32		\$ 41,140.32	\$ 41,551.72	\$ 41,967.72	\$ 42,387.40

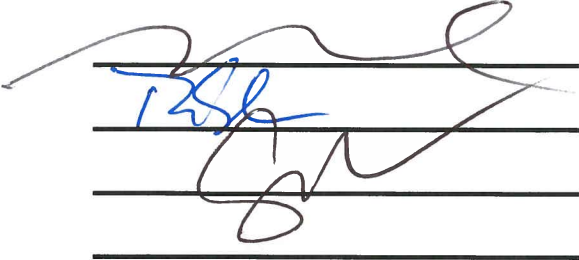
Date of ratification - Lump sum payment for full-time employees of \$300; Part-time employees \$200; Relief employees \$150. Those employees in temporary positions will receive amounts related to their temporary position. All payments are subject to the necessary statutory deductions. The payments will be made within 2 full pay periods of the date and will be itemized and taxed separately from normal pay.

LETTER OF UNDERSTANDING
RE: TWO STAFF IN YOUTH JUSTICE RESIDENCES

Where it is financially and operationally possible, the Employer will have two (2) staff (including persons outside of the bargaining unit) on duty on any given shift at each Youth Justice Residence.

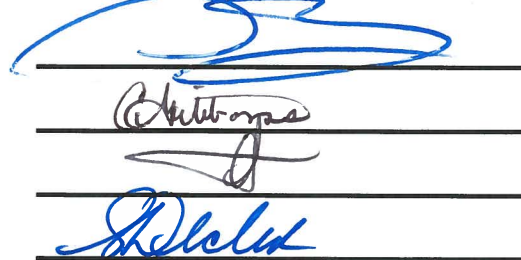
IN WITNESS WHEREOF, the parties have signed this Agreement
on this 5th day of July 2017

OPERATION SPRINGBOARD



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CUPE AND ITS LOCAL 4369



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LETTER OF UNDERSTANDING

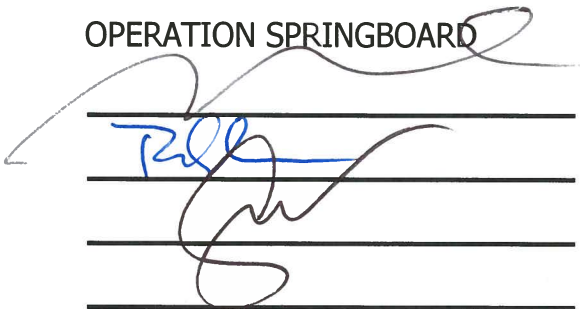
RE: BENEFITS COMMITTEE

The parties agree to meet annually to discuss ways to revise the current benefit scheme in an effort to meet the needs of both parties. Changes to the current scheme under the Collective Agreement can be made with agreement of the Union and Employer.

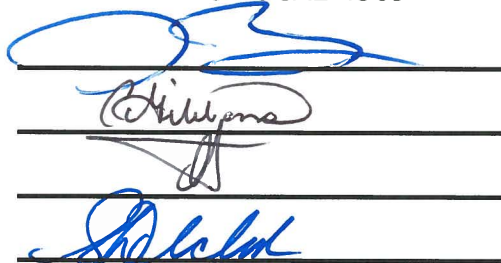
IN WITNESS WHEREOF, the parties have signed this Agreement

on this 5th day of July 2017

OPERATION SPRINGBOARD



CUPE AND ITS LOCAL 4369

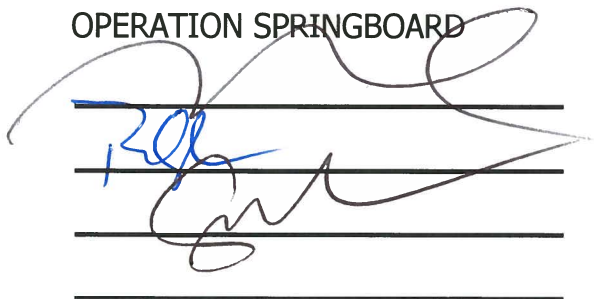


LETTER OF UNDERSTANDING
RE: TRAINING

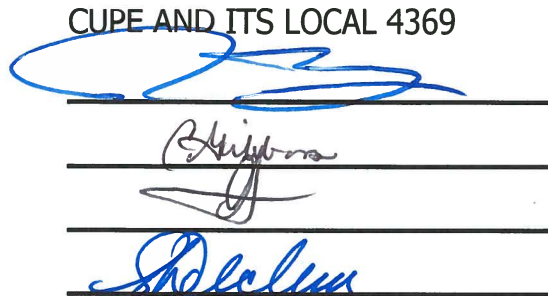
The parties will meet within ninety (90) days of ratification to discuss methods to improve access and promote cross training within Springboard.

IN WITNESS WHEREOF, the parties have signed this Agreement
on this 6th day of July 2017

OPERATION SPRINGBOARD



CUPE AND ITS LOCAL 4369



LETTER OF UNDERSTANDING
RE: SICK LEAVE REDUCTION

WHEREAS the Collective Agreement between the parties has an expiry date of September 30th 2016.

AND WHEREAS LOU re: Sick Leave Reduction states as follows:

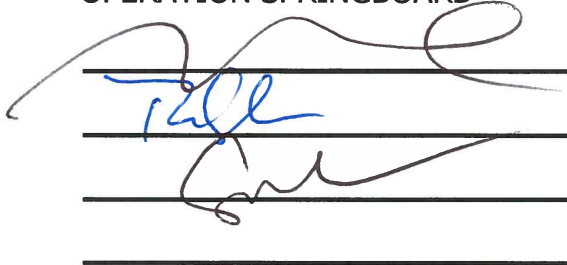
The Employer will track the number of paid sick leave days taken by the CUPE Bargaining for the four quarterly periods of: January - March; April - June; July-September; October- December. In quarters where the CUPE bargaining unit averages one (1) sick day or less per employee per month, each full time bargaining unit member will receive \$100.00 for reaching the goal in that quarter. The parties will review the information jointly at the Labour Management meetings.

AND WHEREAS the parties have resolved to agree to revise the above provision as follows, to motivate employees to be more responsible in using sick days:

The Employer will track the number of paid sick leave days taken by CUPE bargaining unit employees for the four quarterly periods of: January - March; April - June; July-September; October-December. In quarters where a CUPE full-time bargaining unit employee averages one (1) sick day or less per month, s/he will receive \$100.00 for reaching the goal in that quarter. The parties will review the information jointly at the Labour Management meetings.

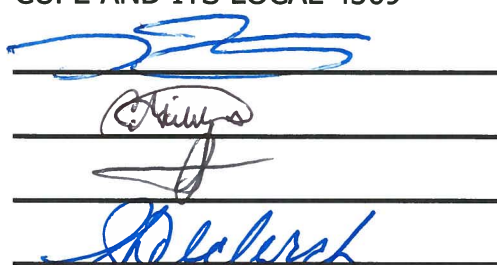
This LOU will be effective on the signing of the revised LOU and in place until September 31, 2019.

OPERATION SPRINGBOARD



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CUPE AND ITS LOCAL 4369



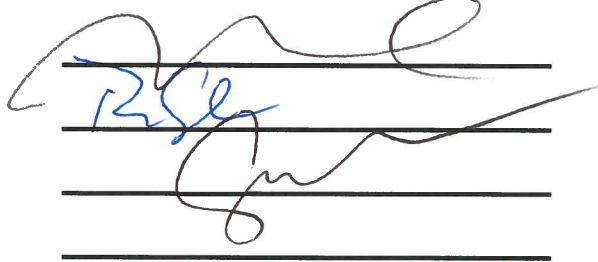
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LETTER OF UNDERSTANDING
RE: PART-TIME EMPLOYEES

The Employer and the Union shall meet within ninety (90) days of ratification to review the use of part-time positions within the organization. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

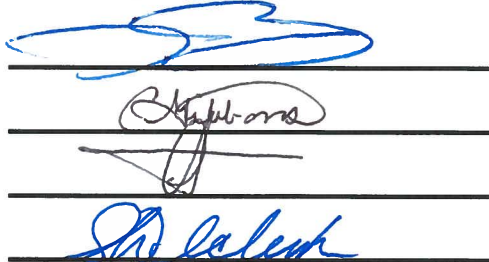
IN WITNESS WHEREOF, the parties have signed this Agreement
on this 5th day of July 2017

OPERATION SPRINGBOARD



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CUPE AND ITS LOCAL 4369



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