

# **Collective Agreement**

**between**

**YOUTHDALE TREATMENT CENTRES**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 5472**

**Term:**

**April 1, 2021 – March 31, 2024**

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## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of Youthdale Treatment Centres employed in the City of Toronto and at Re-entry in the Municipality of Magnetawan, save and except the Crisis Support Coordinator, Human Resources Coordinator, Executive Assistant, Art Therapy Coordinator, Financial Analyst, System Analyst, Psychiatrists, Residential Supervisors, Junior Accountant, Senior Accountant, Quality Improvement Coordinator, Payroll Specialist, Managers and those at or above the rank of Supervisor.

## **ARTICLE 2 - DEFINITIONS**

2.01 A "Full-time Employee" means a permanent employee who regularly works 35 hours or more per week."

2.02 A "Part-time Employee":

(a) An employee who regularly works between 20 and less than 35 hours per week will receive full-time benefits as provided under article 20 and pro-rated entitlement to all other provisions applying to full-time employees.

(b) An employee who regularly works less than 20 hours per week will only receive such entitlements as are provided under the *Ontario Employment Standards Act*. or as provided for in article 25.00.

2.03 A "Relief Employee" is an employee who has the right to refuse opportunities for work and the employer is under no obligation to offer work. Relief employees may be scheduled as required to cover for absent employees or open positions during the hiring process. The Employer will endeavor to conclude the hiring process in no more than sixty (60) days. Relief employees will receive such entitlements as are provided under the Ontario Employment Standards Act, or as provided in article 25.00.

2.04 The Employer will not schedule Part-time or Relief employees (or Agency staff) in such a way as to displace or prevent the posting and filling of Full-time vacancies. The Employer will not rely on Agency staff unless opportunities for work have first been extended to Relief Employees.

2.05 Contract employee: Contract employees may be hired for a specific term not to exceed eighteen (18) months, to replace an employee who will be on an approved leave of absence covered by Article 17 or to perform a special non-recurring task. The period of employment of such contract employees will not exceed the duration of the absentee's approved leave of absence.

The Employer will outline to employees selected to fill such contract positions and the Union the circumstances giving rise to the vacancy and shall provide a description to the Union of the special non-recurring task. The Employer may at its discretion consider applications for Full-time or Part-time vacancies from Contract Employees.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any Employee's membership or non-membership in the Union or because of the Employee's activity or lack of activity in the Union.
- 3.02 The Employer and the Union agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no harassment or discrimination against any employee by the Employer or the Union, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, same sex partnership status, family status, pregnancy, gender identity, gender expression and disability.
- 3.03 The Employer and the Union commit to following the Anti-Violence and Anti-Harassment language as defined by *The Occupational Health and Safety Act*. The Employer undertakes to investigate all complaints of workplace violence and harassment in an expeditious manner and share the results of such investigation with the Union.
- 3.04 All injured and disabled workers shall be treated in compliance with the *Ontario Human Rights Code*, *the Occupational Health and Safety Act*, *Workplace Safety and Insurance Act*, the Collective agreement, and other relevant legislation. The parties will accommodate employees who are ill, injured or disabled in accordance with the Ontario Human Rights Code.

An employee needing an accommodation will submit a request for accommodation to their Supervisor or through Human Resources along with any medical information to identify restrictions or limitations and any accommodation needs. The cost of any medical notes shall be paid for by the Employer.

Where an employee needs an accommodation or is returning to work after an injury or illness and an accommodation is required, the Employer and the Union shall negotiate a return to work and/or accommodation protocol.

A written copy of the accommodation and/or return to work plan shall be provided to the employee and to the Union.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Except where restricted by the terms of this agreement, it is the exclusive right and function of the Employer to manage, plan, direct and control its operations and 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) establish, enforce and alter reasonable rules, regulations, policies, procedures and practices to be observed by Employees;

- (c) hire, transfer, assign tasks and shifts, promote, evaluate, and classify, layoff or recall employees
  - (d) discharge, suspend, demote or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided
- 4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement or statute.

#### **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

- 5.01 The Employer agrees to deduct from the wages of each Employee in the Bargaining Unit as of the date of hire, an amount equal to the regular monthly Union Dues as established by the Union, initiation fees, or any levies as put forth by the Union.

Such deduction shall be made from each payroll and forwarded to the National Secretary-Treasurer of the Union on or before the fifteenth day of the month following the month in which the deductions are made. The cheque shall be accompanied by a list of Employees, their names, addresses phone numbers and email addresses (where provided to the employer), work site and employment status (e.g. full-time, part-time, relief) for whom such deductions are made and specify the amounts deducted from each, their respective classifications, and if no deductions are made, the reasons for such failure to deduct. This list will also include the names and addresses of the employees terminated and resigned during that month, and if an employee is on a leave of absence, the nature of the leave. The Employer will provide an electronic copy of the above information to the local treasurer or designate, where identified in writing.

- 5.02 The amount of the regular monthly dues shall be those authorized by the Union in writing. The Union shall notify the Employer in writing of any changes therein and such notification shall be the Employer's exclusive authority to make the deductions specified.
- 5.03 In all cases, the Union shall indemnify and save harmless the Employer, its agents and/or Employees acting on behalf of the Employer, from any and all claims, demands, actions, or causes of action arising from, or in any way connected with the collection of such Dues.
- 5.04 When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.

#### **ARTICLE 6 - NO STRIKES/LOCK-OUTS**

- 6.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act*.

## **ARTICLE 7 - UNION REPRESENTATION**

### **7.01**

- (a) The Union shall notify the Employer, in writing, of the names of its stewards and other representatives, as well as their respective dates of appointment before the Employer shall be required to recognize them. The Union will try to recruit stewards from each of the following programs or departments: In-Patient, Live-in Treatment, Outpatient/Administrative and Re-Entry. Where there is no steward from Re-Entry, the parties agree that a meeting requiring union representation will be conducted virtually or at the union's expense if conducted in person.
- (b) The duty of the Stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- (c) The parties recognize the Union Stewards have regular duties to perform on behalf of the Employer, therefore a Union Steward will not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not unreasonably be withheld. Time spent in the performance of such union duties shall be considered time worked during regularly scheduled hours.
- (d) Provided it does not interfere with operational needs, the union representatives shall be entitled to up to 20 days (total) leave without pay, but without loss of seniority credits and benefits, per calendar year for the purpose of attending union functions including, education forums, conferences, seminars and convention. Such leave will not be unreasonably denied.
- (e) A Union steward who attends a meeting arranged between the Employer and the Union, during their normal working hours shall be paid for such time.
- (f) The Local shall have the right to the assistance of a National Union Representative whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.
- (g) When discipline is to be imposed, an employee is entitled to be represented by a Union Steward. The employee will be notified in advance of the meeting of the purpose of the meeting. Discipline shall be provided in writing when it is imposed.
- (h) The employer will not rely on discipline after 18 months from the date of occurrence. (The Employer will not rely on discipline imposed 18 months prior to date of ratification).

## **Committees**

7.02 The right of committee members to leave their work without loss of regular pay or benefits to attend to Union business is granted if all the following conditions are met:

- (a) such business must be between the Union and the Employer;
- (b) the time shall be devoted to the prompt handling of necessary Union business;
- (c) committee members shall be approved for time off to participate in committees subject to operational need. Approval shall not be unreasonably withheld.

### **7.03 Negotiating Committee**

The Employer will recognize a Negotiating Committee of five (5) Employees to represent the Union in meetings with the Employer in the negotiation of this Agreement. Committee members will be paid for time spent in direct negotiations with the Employer up to conciliation. Upon receipt of no less than one week's notice, and provided it does not interfere with operational needs, Committee members shall have reasonable time off to prepare for negotiations, and the Union shall reimburse the Employer for time spent preparing. Such requests for reasonable time off to prepare for negotiations shall not be unreasonably denied. Each party shall have at any time the right to the assistance of a representative of their choice during negotiations.

### **7.04 Employee-Employer Relations Committee**

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good, constructive and harmonious relations. Accordingly:

- (a) The parties agree that a joint consultation committee to be known as the Employee-Employer Relations Committee composed of not more than four (4) representatives from the Union and four (4) representatives of the Employer shall be used as a forum for discussion on matters of mutual interest governed by the terms and conditions of employment as set out in this Agreement. With mutual agreement other parties may also attend such meetings.
- (b) The Committee shall meet quarterly, or more frequently as agreed.
- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

7.05 The Employer will provide bulletin boards for the sole use of the Union, for the posting of Union notices, meetings, etc. Location of the bulletin boards to be located in the staff offices at the following locations:

- Live-in treatment homes
- Day Treatment staff office in the School Building at Re-entry
- Each Unit
- Staff lunchrooms at 227 Victoria Street and 229 Yonge St.

In addition, for employees who do not have private staff space (office or lunchroom) the union is authorized to send via the Employer's fax or email the postings that are posted on the Union bulletin boards. Notices must be approved by the Local Union Executive.

Bulletin boards may be used to post Union notices, including notices of union meetings, elections and results of elections, contact information for union representatives, union social events and union education opportunities. Information other than listed above may be posted twenty-four (24) hours after submission to the President & CEO or designate for approval. Such approval will not be unreasonably withheld.

7.06 The Employer agrees that representatives of the Union will have access to work sites to meet with Employees covered by this Agreement provided the following conditions are met:

- (a) the National Union Representative of the Union must obtain permission from the Employer, which permission will not be unreasonably withheld;
- (b) the purpose of the meeting shall be to discuss Union business, investigate grievances, attend meetings or otherwise assist in the administration of this Agreement;
- (c) the representative of the Union must limit the discussion with individual Employees in the offices of the Employer to the Employees' meal break or other non-working times unless authorized by the President & CEO or their designate.

#### 7.07 **Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the President of the Union unless otherwise specified in the Collective Agreement.

#### **Access to Personnel File**

An employee shall have supervised access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any

document contained therein. Such reply shall become part of the permanent record. An employee will provide no less than one weeks' notice to access their personnel file.

### **Employee Orientation**

The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee who is not yet a member of the Union, once during the employee's first month of employment, for the purpose of advising such employee that they belong to a Union, providing new employees with a copy of the Collective Agreement and advising of their rights under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting, and shall not exceed thirty (30) minutes duration.

## **ARTICLE 8 - WORK OF THE BARGAINING UNIT**

- 8.01 The Employer agrees that persons excluded from the Bargaining Unit shall not perform work that is normally performed by members of the Bargaining Unit except in the case of emergency, training, without reducing bargaining unit hours.
- 8.02 Students on placement and Residents will not adversely impact the hours of work of bargaining unit employees and shall not be considered part of the staffing complement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Oral Complaint**

It is the mutual desire of the parties that all complaints and grievances be addressed as quickly as possible. It is understood that any Employee must first present an oral complaint at any time to their immediate supervisor, or designate.

- 9.02 It is understood that Union Stewards have their regular work to perform on behalf of the Employer, therefore a Union Steward will not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not unreasonably be withheld. Time spent in the performance of such union duties shall be considered time worked during regularly scheduled hours.
- 9.03 The Employee shall be accompanied by a Steward at any stage of the grievance procedure. Prior to meeting with the employer, the steward and employee shall have 15 minutes to prepare.

### **9.04 Grievance**

Any dispute involving the application, interpretation, administration or alleged violation of this Agreement including any question as to whether or not a matter is arbitrable, may be made the subject of a grievance.

9.05 An Employee who believes that they have a complaint or a difference must first discuss the complaint or difference with their supervisor, or designate, within ten (10) working days of the employee reasonably becoming aware of circumstances giving rise to the complaint or difference. An Employee has no grievance until they have first given their supervisor, or designate, the opportunity to resolve the complaint. The parties agree that where the grievance alleges harassment or discrimination by a supervisor, the grievance may be filed with the *Program Senior Director* at Step One of the Grievance Procedure.

9.06 If the complaint is not satisfactorily settled by the supervisor, or designate, within five (5) working days, it may be processed within an additional ten (10) working days in the following manner:

**STEP ONE**

(a) The Steward may file a grievance in writing with their immediate supervisor, or designate. The written grievance, shall state the Article(s) of the Collective Agreement alleged to have been violated, and redress sought.

(b) The supervisor, or designate, shall give the grievor their decision in writing within five (5) working days following receipt of the grievance.

(c) If the grievance is not settled at Step One, or if no answer is received, then within ten (10) working days after such answer ought to have been received, the grievance may proceed to Step Two.

9.07 **STEP TWO**

(a) The Steward may file a grievance in writing to the President & CEO, or designate, within ten (10) working days from the date of receipt of the Supervisor's, or designate's, reply or within ten (10) working days after such reply ought to have been received.

(b) Within five (5) working days of receipt of the grievance, the President & CEO, or designate, will meet with the grievor and their Union Steward at a mutually agreeable time in an effort to resolve the grievance. It is understood that the Union Steward may be accompanied by the CUPE National Representative.

(c) Within five (5) working days of the meeting with the grievor and their representative, the President & CEO, or designate, shall render a decision, in writing.

9.08 If the grievance is not settled to the satisfaction of the grievor at Step Two, then the grievance may be referred to arbitration in accordance with Article 11 of this Agreement.

9.09 **Discipline/Suspension/Discharge Grievance**

Where an Employee feels they have been unjustly disciplined (e.g. letter of reprimand, documentation confirming discipline, etc.), suspended or

discharged, the Employee may file a grievance at Step Two of the Grievance Procedure, within ten (10) working days of the discipline, suspension or discharge.

- 9.10 The parties agree that the time limits set out in both the grievance and arbitration procedures are mandatory and must be complied subject only to the provisions of Section 48 (16) of the Ontario Labour Relations Act. The time limits may be extended by written mutual agreement. The parties agree that where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 9.11 In this Article, and in Articles 9 and 10, "working days" shall include all days exclusive of Saturday, Sunday and paid holidays (and shall not include with respect to time limits applicable to a grieving employee, vacation and regularly scheduled days off other than above).

## **ARTICLE 10 - POLICY GRIEVANCES, GROUP GRIEVANCES AND EMPLOYER GRIEVANCES**

- 10.01 Where a dispute within the meaning of Article 9 involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of Employees or the Union has a grievance, or in matters of layoff, either party may submit their grievance(s) at Step Two of the grievance procedure. Such grievance must be submitted in writing within ten (10) working days of reasonably becoming aware of the incident giving rise to the grievance.
- 10.02 The Employer shall have the right to file a grievance as follows:
- (a) The President & CEO, or designate, shall lodge the grievance with the President of the Union within ten (10) working days of the occurrence giving rise to the grievance. Within five (5) working days of receipt of the grievance, the President and the Union Steward shall meet with the President & CEO, or designate, to discuss the grievance. Within five (5) working days of such meeting, the President shall render a decision in writing.
  - (b) If the Employer is not satisfied with the disposition of the grievance by the Union, the matter shall be submitted to arbitration following the procedure set out in Article 11.

## **ARTICLE 11 - MEDIATION/ARBITRATION**

### **MEDIATION**

- 11.01 The parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to and costs shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter

is not settled by mediation, then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.

## **ARBITRATION**

- 11.02 Should either party wish to refer a grievance to arbitration, a written request for arbitration shall be made to the other party within twenty (20) working days of receipt of the last written disposition.
- 11.03 The written notice of intent to submit a grievance to arbitration shall include three (3) alternative choices to serve as sole arbitrator. The party to whom such notice has been given shall reply in writing within ten (10) working days from receipt of the notice, advising acceptance of one of the choices for sole arbitrator or suggesting alternatives.
- 11.04 If the parties cannot agree on a sole arbitrator within twenty (20) working days from the receipt of the notice of intent to submit the grievance to arbitration, the parties will apply to the Ontario Minister of Labour to appoint a sole arbitrator.
- 11.05 The decision of the Arbitrator shall be final and binding on both parties hereto.
- 11.06 An Arbitrator shall have no jurisdiction to alter, change, modify, amend or enlarge, the terms of this Agreement, nor to give any decision inconsistent with the terms and provisions of this Agreement. However, the Arbitration Board shall have authority to dispose of a discharge or a discipline grievance by any arrangement which it deems just and reasonable in all circumstances.
- 11.07 The fees and expenses which may be incurred in connection with the Arbitrator shall be borne equally by both parties to this Agreement.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis. The seniority of each Employee covered by this Agreement shall be established after the completion of a probationary period and shall then be recognized from the original date of hire. (Clarity note: Last date of hire includes all unbroken service prior to certification of the Union for all bargaining unit members.) The Union and the Employer will meet within thirty (30) days of ratification to review the seniority list and ensure that all employees are credited with seniority in accordance with this Article. The seniority date for Full-time employees shall be their most recent date of hire. Part-time employees shall accumulate seniority on the basis of hours worked since their most recent date of hire, with the understanding that 1950 hours worked is equivalent to one year of seniority.
- 12.02 The probationary period for Full-time Employees shall be six (6) calendar months from their most recent date of hire. Part-time probationary period

will be the equivalent number of worked hours. No employee will serve more than one probationary period. Contract employees who successfully post into a permanent position shall have their time spent in the contract count towards the completion of the probationary period.

- 12.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Upon successful completion of the probationary period, the Employee's name shall be eligible for the seniority list. Such seniority list shall be prepared and posted on the bulletin board(s). This list shall be revised twice annually on January 1st and July 1st of each year with copies to the president of the Union. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified. Employee names and classifications shall appear on the list in order of descending seniority. An employee shall retain and accrue service and seniority when absent on leave legislated by the Employment Standards Act (i.e. pregnancy, parental, family medical leave, personal emergency, etc.).
- 12.04 The release or discharge of a Probationary Employee will not be the subject of a grievance or arbitration, subject to the Ontario Human Rights Code. 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) terminate the employee.
- 12.05 An employee who is transferred to a position outside the bargaining unit shall retain but not accumulate seniority for the length of their contract up to a maximum period of eighteen (18) months.
- 12.06 Accumulated seniority will be lost and employment deemed terminated subject to an Employee's right to grieve, whenever an Employee:
- (a) resigns their employment or retires;
  - (b) is discharged and not reinstated;
  - (c) is absent from work in excess of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a reasonable explanation, subject to employment-related statutes such as the *Ontario Human Rights Code*;
  - (d) is laid off for more than eighteen (18) consecutive months;
  - (e) fails to return from a layoff within ten (10) business days after being notified to do so. The Employee to be recalled must keep the Employer informed of their current address. Notice of recall shall be made by registered letter.

## **ARTICLE 13 - LAYOFF/RECALL**

13.01 Layoff shall mean the reduction of bargaining unit employees or the reduction of one or more bargaining unit position(s). No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

### 13.02 Notice

In the event of a proposed layoff or the elimination of a position within the bargaining unit, the Employer shall provide 30 days' notice of layoff or elimination of the position in writing to employees and the Union, except in cases of emergency. The parties will meet through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

13.03 Layoffs shall be carried out by reverse order of seniority, provided that the senior employee(s) have the qualifications, skills and ability to meet the requirements of the job. An employee in receipt of a notice of layoff may displace another employee who has lesser bargaining unit seniority in a lower or identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job subject to the provisions of article 14.01.

### 13.04 Recall

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for 18 months.

13.05 The Employer shall recall Employees, in order of seniority to vacant Bargaining Unit positions for which they have the qualifications, skill, and ability to perform the available work, for a period of eighteen (18) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within five (5) days.

13.06 No new employees may be hired into a position until all those laid off have been given the opportunity of recall.

## **ARTICLE 14 - POSTING & FILLING OF JOB VACANCIES**

14.01 (a) Where the Employer determines that a job vacancy exists and is to be filled, notice of such vacancy shall be posted on the bulletin boards as well as the Employer's HRIS system. The notice shall state the job classification, the requirements of the job, unionized position, the rate of pay and the hours of work and location, and shall be posted for a period of no less than ten (10) calendar days. Such postings shall also be sent to each remote site location.

(b) Employees interested in being considered for such a vacancy shall apply for the position within the posting time. Employees shall have

electronic access to all postings while on vacation, leave of absence, or layoff.

- (c) Where, at the Employer's discretion, which shall be applied in good faith, the skill, ability, and qualifications of Employees are relatively equal, the job shall be awarded to the most senior Employee who applied for the position. The name of the successful applicant shall be posted electronically.
- 14.02 Where a job vacancy occurs, applicants from within the Bargaining Unit shall be given first consideration for the position. The Employer will consider external candidates only after reviewing and interviewing all qualified internal candidates and determining no internal candidate meets the required qualifications. At its discretion, the Employer may consider applications from Contract and Relief employees during the job posting process.
- 14.03 An employee who is placed into a new position pursuant to 14.02 will serve a trial period of ninety (90) days. If at any time during this period the Employer determines that the applicant is not suitable in the position or the employee feels that they are not suitable for the position, the applicant shall be returned to their former position. Any full or part-time employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 14.04 Full time or Part time employees who wish to apply for Relief status will be required to resign from their position if the employer agrees to accept them into relief status, and will then be subject to the terms and conditions of this agreement that apply to Relief employees.
- 14.05 Relief employees will be required to work 4 shifts in a rolling 3 month period. If they fail to do so they shall be removed from the Relief list and will be deemed to have resigned from their employment with the Agency.

## **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 The following holidays shall be recognized as paid holidays for all Full-time and Part-time "A" employees.

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

Effective April 1, 2021 (non-retroactive from date of ratification) a Floating holiday.

Effective April 1, 2022 a further Floating holiday, to be scheduled by mutual agreement.

All Floating Holidays must be used in the year in which they become eligible and cannot be carried forward.

- 15.02 An Employee shall not be eligible for pay for a paid holiday if the Employee does not work the Employee's complete regular scheduled working day preceding and the complete regular scheduled working day following the day on which the Employee has the paid holiday under Article 15.01 unless the Employee is absent with reasonable cause.
- 15.03 When any of the above holidays in article 15.01 occur on an Employee's regular scheduled day off or during an Employee's vacation, a lieu holiday shall be allowed and shall be taken at a time mutually agreeable to the Employer and the Employee.
- 15.04 Holiday pay and holiday premium will be in accordance with the *Ontario Employment Standards Act*. The substitute holiday will be scheduled at a mutually agreeable time and no later than three (3) months after the public holiday.
- 15.05 The Christmas and New Year's holiday schedule shall endeavour to provide that employees shall have either Christmas or New Year's off, unless doing so would conflict with the needs of the program.

#### **ARTICLE 16 - PAID VACATIONS**

- 16.01 Vacation entitlement for employees employed on date of ratification shall be as follows:

April 1, 2021 – Not retroactive:

Classification	From date of hire	After two (2) years service	After three (3) years service
Housekeepers	15 days	15 days	15 days
Administrative Employees (Receptionist, Transcriptionist, Medical Admin Asst) Maintenance	15 days	18 days	20 days
Residential Staff (CYWs, House Heads) and In-Patient Units (PCWS, CST) & RNs & RPNSs	15 days	18 days	20 days
Social Workers (CIFT, ISSP, Intake Coordinators, Occupational Therapists)	18 days	20 days	22 days

Day Treatment & Psychologists	20 days	20 days	20 days
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April 1, 2022:

Classification	From date of hire	After two (2) years service	After three (3) years service
Housekeepers	15 days	15 days	20 days
Administrative Employees (Receptionist, Transcriptionist, Medical Admin Asst) Maintenance	15 days	18 days	20 days
Child & Youth Counsellors, CST, RNs & RPNSs	15 days	18 days	20 days
Social Workers (CIFT, ISSP, Intake Coordinators, Occupational Therapists)	18 days	20 days	22 days
Day Treatment & Psychologists	20 days	20 days	20 days

- 16.02 An Employee whose employment is terminated for any reason shall be paid with any accrued vacation pay. Employees will not be approved for vacation during probation.
- 16.03 Vacation in any given year must be taken in the year it was earned, unless with specific written authorization of the President & CEO or designate.
- 16.04 Employees absent for one month or multiples of one month on leaves of absence shall not accrue vacation pay unless otherwise provided for in this agreement or in accordance with legislation.
- 16.05 Vacation must be taken at such times as are approved by the Employee's Manager, having regard to the wishes of the employee and the need to maintain efficient operations, and such approval shall not be unreasonably denied.
- 16.06 If a paid holiday falls or is observed during an Employee's vacation period, the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

#### 16.07 Vacation Pay in Lieu for Contract and Relief employees

The Employer shall pay 4% in lieu of vacation for contract and relief employees with less than five years of employment and 6% in lieu of vacation, for contract and relief staff with five years or more of employment.

#### 16.08 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority if the vacation request form is completed and submitted prior to March 31<sup>st</sup> of each year. Vacation requests subsequent to March 31<sup>st</sup> will be on a first come first served basis. Approval of vacation cannot be unreasonably denied. The Employer will confirm approval of vacation requests submitted prior to March 31<sup>st</sup> of each year by April 15<sup>th</sup>.

#### 16.09 Illness or bereavement during vacation

Where an employee's scheduled vacation is interrupted due to serious illness or bereavement which either commenced prior to or during the scheduled vacation period, they may elect to use their accrued sick leave credits for the period of illness or bereavement in place of vacation time provided that proof of such illness or bereavement in place of vacation time provided that proof satisfactory to the Employer is provided for the period in question.

#### 16.10 Vacation carryover

In the event that accrued vacation time is not used by the end of the employee's anniversary year in which it was earned, staff may carry forward unused time to the next year to a maximum of 5 vacation days.

Written permission is required for staff to carry over vacation days, with a plan to use the excess within 3 months of their new year. Such permission shall not be unreasonably denied.

### **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 Subject to the terms of the benefit plans, an employee shall be allowed to continue enrolment in all employee benefit plans at the employee's own expense while on unpaid leave of absence.

#### 17.02 **Pregnancy and Parental Leave**

- (a) Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act to an employee who has at least thirteen (13) weeks' continuous service. A leave of absence without pay will be granted to a pregnant Employee who has at least thirteen (13) weeks continuous service.
- (b) An Employee requesting such pregnancy leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin and provide a medical certificate which sets out the due date.

- (c) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) The leave(s) of absence shall be in accordance with the provisions of the *Employment Standards Act*.
- (f) For an Employee granted leave under this Article, employee and Group Benefits will continue, provided the employee agrees to pay their share of the costs for the duration of the leave.
- (g) Seniority and service continue to accrue during a pregnancy and/or parental leave.
- (h) An Employee returning from leave granted under this Article shall be assigned to their former position and be paid at the step in the salary range that they would have attained had they worked during the leave. If their former position has been eliminated, the Employee will be reassigned to a comparable position in accordance with the Employment Standards Act.

### **17.03 Jury and Witness Duty**

Where an Employee is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a Crown Witness, they shall be paid the difference between the amount paid for such service and their normal pay, based on their regularly scheduled work week, subject to the following provisions:

- (a) Employees must notify the Employer with reasonable notice of selection of jury duty or subpoena as witness;
- (b) an Employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court must report for work if a reasonable period of time remains to be worked in their shift;
- (c) in order to be eligible for such payments the Employee must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received.
- (d) Jury Duty of a duration of more than four (4) weeks' duration may receive pay described above at the discretion of the Employer.

#### **17.04 General Leave**

The Employer may, at its discretion, which shall not be unreasonably exercised, grant employees leaves of absence up to 6 months duration. All requests for such leave of absence shall be in writing as far in advance as practical. Sick leave credits and vacation shall not accrue during such leave. It is understood that employees who are on approved general leaves of absence, shall retain and accumulate seniority and service credits to a maximum of six (6) months.

#### **17.05 Seniority and service during Leaves of Absence**

It is understood that employees who are on approved leaves of absence with pay, including Long Term Disability and WSIB benefits, or while an employee is on paid or unpaid sick leave (including any Employment Insurance Period) shall retain and accumulate seniority and service credits.

#### **17.06 Compassionate Leave**

Employees will be granted a leave without pay of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. Employees on such leave will provide satisfactory evidence as provided under the Ontario Employment Standards Act. During the leave the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave the Employee will continue to accrue all benefits and seniority.

#### **17.07 Bereavement Leave**

##### **Full-time and Part-time Permanent Employees**

In the event of a death of an employee's immediate family (spouse, common law spouse, parent, step-parent, foster parent, child, step-child, spouse of the employee's child, brother, sister, grandchild or step- grandchild of the employee or the employee's spouse), up to five (5) consecutive working days, without loss of regular pay for scheduled hours, will be granted.

In the event of a death of a brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, or a relative of the employee who is dependent on the employee for care or assistance, three (3) consecutive working days off without loss of pay shall be granted. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt or uncle, niece or nephew.

For clarity, part-time permanent employee's will be paid only for those days that were regularly scheduled during the three to five consecutive day period.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with this policy. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be allocated to the employee's vacation credits provided the employee submits supporting evidence.

Generally, the three (3) to five (5) consecutive working days will be scheduled in conjunction with the date of the funeral or the date of death. Notwithstanding the above, employees will be provided with flexibility to distribute their bereavement leave entitlement over two separate occasions, but not exceeding their entitlement, in order to accommodate religious and cultural diversity.

Additional leave, without pay, may be arranged through the Personal Leave of Absence policy.

The Employer reserves the right to request evidence reasonable under the circumstances to support any leave request under this policy.

**Contract and Relief Employees:**

In the event of a death in a contract or relief employee's family, up to two days of unpaid bereavement leave will be granted per calendar year provided that the employee has worked for Youthdale for at least two consecutive weeks.

Family members are defined as follows:

- a spouse (including common law spouse);
- a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee's or the employee's spouse;
- the spouse of the employee's child;
- a brother or sister of the employee; and
- a relative of the employee who is dependent on the employee for care or assistance

Employees will be provided with flexibility to distribute their bereavement leave entitlement over two separate occasions, but not exceeding their entitlement, in order to accommodate religious and cultural diversity.

Additional leave, without pay, may be arranged through the Personal Leave of Absence policy.

## **ARTICLE 18 - SICK LEAVE**

18.01 Pay for sick leave is for the sole purpose of protecting the Employee against loss of regular pay and benefits when they are unable to work by virtue of being sick or disabled for which compensation is not payable under the *Workplace Safety and Insurance Act*. Accumulated sick leave credits may also be used for purposes of emergency, as defined by the Employment Standards Act, and where members of their family are ill, injured or experiencing a medical emergency and require the staff member's assistance.

Family members are defined as follows:

- a spouse (including common law spouse);
- a parent, step parent, foster parent, child, step child, foster child,
- grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;
- the spouse of the employee's child;
- a brother or sister of the employee; and
- a relative of the employee who is dependent on the employee for care or assistance

18.02 Full-time Employees are entitled to nine (9) paid sick leave days per year. Employees may carry over up to nine (9) unused sick leave days at the end of each year to a maximum of 119 days.

Effective April 1, 2021 (non-retroactive) 10 days

Effective April 1, 2022 11 days

Effective April 1, 2023 13 days

Part-time Employees, as described in Article 2.03 (a), accumulate sick leave credits on a prorated basis.

Contract and relief employees are entitled to three (3) unpaid sick days a year. Contract employees with six months or more service are entitled to have two (2) of the three sick days paid.

18.03 The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends. Sick leave credits have no cash value.

18.04 The Employer retains the right to substantiate any sick claim. Medical notes shall be at the expense of the Employer.

18.05 Reporting Absence

- (a) Employees shall report any absences to the Manager or their designate, within four hours or as soon as possible prior to the start of the shift on the first day of absence. The report shall indicate the

reason for the absence and an estimate of the expected return to work. This requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

- (b) The Employee shall regularly update the Manager or their designate as to the status of the illness and their expected date of return to work. The Manager will advise the Employee as to the frequency of such updates. Such requests will not be unreasonable.

18.06 Where an employee is on short-term sick leave, the Agency will continue to pay its share of the premiums to certain benefit plans (pension, extended health, dental, life and LTD plans) that were offered before the leave as long as the employee continues to pay their portion of the premiums for up to six (6) months. Benefit coverage is provided, uninterrupted, for the following benefits that are currently 100% paid: Life, LTD and AD&D.

The Employee will provide post-dated cheques, made payable to Youthdale Treatment Centres, effective the 1st of the month to the Payroll Department. The post-dated cheques must be received as soon as the staff member has utilized all sick leave credits. If the employee does not provide their portion of the benefit premium, Youthdale will accrue the employee's portion of the benefit premium and will deduct the premium from the employee's pay upon their return to work. Benefits will continue for a maximum of six (6) months and if the employee has not returned to work, all benefits will cease if the employee has not been approved for long term disability coverage.

When an employee is on Long-term Disability, benefit coverage is provided, uninterrupted, for those benefits that are 100% Employer paid. If the employee is on LTD, coverage for co-shared benefits, health and dental coverage, will be provided for 24 continuous months from the first date that the sick leave absence commenced. In order to continue benefit coverage, the employee will provide post-dated cheques payable to Youthdale Treatment Centres dated the 1st of the month when the leave is approved. Once the amount is determined, the employee will provide post-dated cheques within two (2) weeks of notification to cover their portion of the benefit premium for the extent of the leave; otherwise the benefits will be terminated the 31<sup>st</sup> of the following month. The LTD benefit will be governed by the terms of the Plan text.

#### **18.07 Sick Leave during Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

## **ARTICLE 19 - GROUP BENEFITS**

- 19.01 The Employer agrees to pay the premiums only in respect of the benefit coverage provided in the benefit booklet. Any full-time (and part-time "A") Employee or an Employee who is not laid off may be eligible for coverage under the plan and to the receipt of benefits from the plan in accordance with the terms and conditions of the plan.
- 19.02 The Employer reserves the right to change the benefit plans and/or carrier of the benefit plans provided those employees enrolled shall maintain substantially equal benefit coverage. "Partner" shall have the meaning as provided by the *Ontario Human Rights Code*.

## **ARTICLE 20 - PENSION PLAN**

- 20.01 Full-time Employees and Part-time Employees (eligible for benefits), as described in Article 2.02 (a), are eligible to participate in the Pension Plan one full year after the date of employment. At the Employee's choice, the Employer/employee matching contributions are 4%, 5% or 6% of gross earnings to a maximum of \$6,750.00 annually. The Pension Plan is currently administered through Manulife.

## **ARTICLE 21 - HOURS OF WORK**

- 21.01 It is expressly understood and agreed that the provisions of this article are not a guarantee that work will be provided nor that the hours of work or schedules will not be changed as deemed necessary or desirable by the employer in the interest of efficiency or economy or the effective delivery of service to the clients of Youthdale.

### Administrative staff

The normal hours of work for full-time administrative staff shall be thirty-five (35) hours a week, Monday to Friday. Exclusive of a one (1) hour unpaid break. Such shifts will be contained within the period of 9 am - 5pm.

### Housekeepers and Maintenance

The normal hours of work for full-time housekeepers and Maintenance employees shall be thirty-five (35) hours a week, Monday to Friday exclusive of a one (1) hour unpaid lunch break. Normal shift hours are 7 am – 3 pm (Units) and 8:00 a.m. to 4:00 pm, (Live in Treatment).

### Crisis Support Staff, Intake Coordinators, IEDP and Mental Health Worker

The normal hours of work for full-time crisis support employees shall be thirty-seven and a half (on average) hours per week over a schedule, exclusive of a 30 minute unpaid meal break.

The normal hours of work for full-time intake coordinators, IEDP and Mental Health Worker employees shall be thirty-seven and a half hours per week exclusive of a 30 minute unpaid meal break.

#### Child and Youth Counsellor

The normal hours of work shall be forty (40) hours a week. Hours worked above forty-four (44) a week shall be considered overtime with the exception of the sleep shift which is defined as the shift between the hours of 11pm and 7:00 am except for weekends and holidays.

Child and Youth Counsellor staff working in the "Live-in" programs are scheduled in accordance with Regulation 285 of the Ontario Employment Standards Act.

#### Awake Overnight Child and Youth Counsellor

The normal hours of work shall be forty (40) hours per week, averaged over a two-week period.

#### Day Treatment Staff

The normal hours of work for full-time Day Treatment staff shall be 37.5 hours a week exclusive of a thirty (30) minute unpaid lunch break. (All current practices with respect to "commitment hours shall remain in effect.)

#### Awake overnight Re-entry

Awake overnight Re-entry normal hours of work are 57 hours, averaged over a two-week period.

#### Nurses

The normal hours of work for full-time nurses shall be thirty-seven and a half (37.5) hours on average a week. It is agreed that nurses will be scheduled thirteen and a quarter (13.25) hour shifts with a 45 minute unpaid meal break and a 15 minute paid break.

The Employer will endeavour to provide 48 hours off after 37.5 hours of consecutive overnight shifts.

#### Social Workers at the Centre for Individual and Family Therapy (C.I.F.T.), in-patient units, Intensive Support and Supervision (ISSP) staff

The normal hours of work for full-time Social Workers at the Centre for Individual and Family Therapy (C.I.F.T.) and in-patient units and the Intensive Support and Supervision (ISSP) staff shall be thirty-seven and a half (37.5) hours a week, Monday to Friday exclusive of a 30 minute unpaid meal period.

### Psychologists

The normal hours of work for Psychologists shall be 40 hours exclusive of a one hour unpaid meal period.

### Posting of Schedule

The schedule shall be posted at least two (2) weeks in advance. The Union shall receive a copy of the said schedules on request. Except in emergencies, the Employer agrees to provide reasonable notice to the Union and to employees of a change in schedule rotation.

There shall be no split shifts.

### Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees with the Employer's permission. Such permission shall not be unreasonably withheld, provided the exchange does not incur overtime which would otherwise have not been incurred.

## **21.02 Overtime/Lieu Time**

- (a) All overtime shall be authorized by an employee's supervisor.
- (b) Hours worked in excess of forty four (44) hours in a week shall be compensated at one and one-half (1½) times the Employee's straight time hourly rate for all hours worked, which will be taken as equivalent lieu time with pay.
- (c) Hours worked in excess of an Employee's normal workweek but less than forty four (44) hours will not attract an overtime rate and shall be taken as time off in lieu equivalent to straight time, such time off to be scheduled within three (3) months of when it was accrued. Lieu time will be scheduled by mutual agreement, with the understanding that it must be used within the 3 month period. Under no circumstances will an Employee receive pay for lieu hours not used except where an employee is no longer employed at Youthdale Treatment Centres. Banked hours may not exceed 20 hours at any given time unless otherwise agreed between the parties.
- (d) It is understood that there will be no duplication of premiums and no pyramiding of overtime.

## **21.02 Meal Periods**

Employees are entitled to such meal periods as per the Employment Standards Act (ESA).

## **21.03 Call Back**

An Employee who is called back to work by the President & CEO or designate after the completion of their shift or from vacation or other

approved leaves shall receive four (4) hours or the actual number of hours worked, whichever is greater. At the employees' option, this may be taken as paid time or added to their lieu time bank.

## **ARTICLE 22 - HEALTH AND SAFETY**

22.01 The Employer and the Union agree to comply with the *Occupational Health and Safety Act of Ontario*, as it may be amended from time to time. The Employer and the Union agree that they mutually desire to promote health and safety in the workplace and to prevent workplace injuries and illness.

22.02 Four employee representatives (of which two (2) will be certified) shall be appointed or elected by the Union from the Bargaining Unit Employees. Such members will have all the powers and rights as set out in the *Occupational Health and Safety Act of Ontario*. The Union will endeavor to draw employee representatives from the full range of programs and departments.

### **22.03 WSIB-Workplace Safety Insurance Board**

The Employer agrees to pay Workplace Safety Insurance Board premiums as required under the *Workplace Safety Insurance Act*.

## **ARTICLE 23 - PART TIME EMPLOYEES**

23.01 The following provisions of this Agreement shall not apply to Part-time Employees (less than 20 hours), as described in Article 2.02 (b), except where the provision expressly specifies that it applies to Part-time Employees.

- (a) Article 19 - SICK LEAVE
- (b) Article 20 - GROUP BENEFITS
- (c) Article 21 - PENSION PLAN

## **ARTICLE 24 - RELIEF EMPLOYEES**

24.01 The following provisions of this Agreement shall not apply to Relief Employees, as described in Article 2.04, except where the provision expressly specifies that it applies to Relief Employees.

- (a) Article 12 - SENIORITY
- (b) Article 13 - LAY-OFF/RECALL
- (c) Article 14 - POSTING & FILLING OF JOB VACANCIES
- (d) Article 15 - PAID HOLIDAYS
- (e) Article 17 - PAID VACATIONS
- (f) Article 18 - LEAVES OF ABSENCE
- (g) Article 19 - SICK LEAVE
- (h) Article 20 - GROUP BENEFITS
- (i) Article 21 - PENSION PLAN
- (j) Article 22 - HOURS OF WORK

## **ARTICLE 25 - CONTRACT EMPLOYEES**

25.01 The following provisions of this Agreement shall not apply to Contract Employees, as described in Article 2.05, except where the provision expressly specifies that it applies to Contract Employees.

- (a) Article 11 – SENIORITY
- (b) Article 12 - LAY-OFF/RECALL
- (c) Article 13 - POSTING & FILLING OF JOB VACANCIES
- (d) Article 14 - PAID HOLIDAYS
- (e) Article 16 - PAID VACATIONS
- (f) Article 17 - LEAVES OF ABSENCE
- (g) Article 18 - SICK LEAVE
- (h) Article 19 - GROUP BENEFITS
- (i) Article 20 - RETIREMENT PLAN
- (j) Article 21 - HOURS OF WORK

25.02 Contract Employees, as described in Article 2.05, shall be entitled to their minimum entitlements, if any, under the *Employment Standards Act*, except where the Collective Agreement specifically provides otherwise.

## **ARTICLE 26 - CLASSIFICATION AND WAGE RATE**

26.01 The wages will be as set out in Schedule “A” attached to and forming part of the collective agreement. Wages shall be paid semi-monthly, and all itemized statement of wages, overtime and other supplementary pay and deductions shall be detailed on their HRIS profile, available to each employee for review.

26.02 When a new classification which is covered by the term of this Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union within ten (10) days. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement if submitted within fifteen (15) days of the meeting.

26.03 An employee who is promoted will have their salary adjusted to the next highest salary amount in the new salary grade, and their future progression will thereafter be governed by the time interval for the new salary grade. An employee who is the successful candidate in a lateral transfer shall advance on the salary grade on the anniversary of their date of hire.

## **ARTICLE 27 - GENERAL PROVISIONS**

27.01 All Letters and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

- 27.02 Wherever a pronoun is used in this agreement, it shall include all pronouns recognized under the Ontario Human Rights Code.
- 27.03 The Employer shall indicate on all job postings and job descriptions where use of personal vehicle may be required. Employees driving their personal vehicles in the course of their job duties shall receive mileage allowance at the rate of forty-two cents per kilometer.
- 27.04 Employees required to pay for parking in the course of their job duties shall be reimbursed upon providing receipts.
- 27.05 Employees required to have an F class license as a condition of employment shall be reimbursed for initially obtaining, including one failed test, and thereafter successful renewal requirement related costs.
- 27.06: Employees (except existing Charge employees) assigned lead responsibilities during a shift will be paid a premium of \$1.00 per hour for the shift. The Employer agrees to provide adequate training prior to assigning lead responsibilities.
- 27.07 On-call  
The Employer agrees that no employee will be asked to be on-call.

## **ARTICLE 28 – COPIES OF THE AGREEMENT**

### **28.01 Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this agreement to all parties.

**ARTICLE 29 - TERM OF AGREEMENT**

29.01 This Agreement shall commence on April 1, 2021 and expire March 31, 2024. Nothing in this collective agreement shall apply retroactively prior to date of ratification, save and except as specifically provided in this agreement.

29.02 Where notice to amend this Agreement is given, the provisions herein shall continue to apply until a new Agreement is ratified or the parties are in a legal strike or lockout position.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*Veon Brown*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 6, 2022 14:23 EDT)

\_\_\_\_\_  
*Sean Macdonald*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

\_\_\_\_\_  
\_\_\_\_\_  
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**SCHEDULE 'A' WAGES**

1. Effective April 1, 2021, an across the board (retroactive) increase to all rates of 1%. Retroactivity to be paid only to employees employed on date of ratification.
2. April 1, 2022: An across the board increase to all rates of 1%.
3. April 1, 2023: An across the board increase to all rates of 2%.

**NOTE:** Nurses will be placed on the wage grid based on their service date as a nurse in the labour market.

**NOTE:** Effective December 1, 2021 the House Head, Psychiatric Crisis Worker and Live-in Treatment workers shall be reclassified as a Child and Youth Counsellor

**NOTE: RE. Bill 124** The "moderation periods" set out in Bill 124 shall commence June 5, 2019. The Agency will thus conclude the 3 year period covered by the statute on June 4th, 2022.

Effective: April 1, 2021  
1% Increase to All Classifications

## Full Time / Part Time Rates

Grid Name	Positions	Effective	Annual Hrs	Completed Years of Service									
				0	1	2	3	4	5	6	7	8	25
RN	Registered Nurse	1-Apr-21	1,950	66,097	66,412	67,515	70,863	74,192	78,367	82,601	86,816	93,000	94,635
RPN	Registered Practical Nurse	1-Apr-21	1,950	59,086	59,676	60,273	60,876	61,484	62,099	62,720			
SW	CIFT / In-patient / Outpatient	1-Apr-21	1,950	54,040	55,662	57,331	59,052	60,823	62,648	64,528			
PCW2	CST / Charge / ISSP / IEDP	1-Apr-21	2,288	48,911		51,482		54,030		56,600			
PCW1	ASU / TPU / TAU	1-Apr-21	2,288	42,371		44,727		47,052		48,911			
HH	House Heads	1-Apr-21	2,288	42,318	43,165	44,028	44,908	45,807					
CCW	Child Care Workers (all) / Awake (city)	1-Apr-21	2,288	46,349	47,276	48,222	49,187	50,170					
DTC2	Team Coordinator (2 classes)	1-Apr-21	1,950	44,674	45,567	46,023							
DTC1	Team Coordinator (1 class)	1-Apr-21	1,950	43,448	43,801	44,239							
DTW	Day Treatment Worker	1-Apr-21	1,950	39,680	40,075	40,476							
TRANS	Transcriptionist/Med Admin	1-Apr-21	1,820	39,974	40,773	41,589	42,421	43,430					

## Relief Rates

Grid	Positions	Effective		Completed Years of Service									
				0	1	2	3	4	5	6	7	8	25
RN-R	Registered Nurse	1-Apr-21		33.90	34.06	34.62	36.34	38.05	40.19	42.36	44.52	47.69	48.53
PCW1-R	ASU / TPU / TAU	1-Apr-21		18.52		19.55		20.56		21.38			
CCW-R	Child Care Worker	1-Apr-21		20.26	20.66	21.08	21.50	21.93					

## Positions with No Grid

Positions	Effective	Annual Hrs	Salary
Psychologist	1-Apr-21	2,080	106,050.00
Intake Coordinator - Inpatient (Residences)	1-Apr-21	1,950	70,502.35
Intake Coordinator -MOH Outpatient	1-Apr-21	1,950	64,527.45
Occupational Therapist	1-Apr-21	1,950	65,702.52
Mental Health Worker	1-Apr-21	1,950	55,666.86
Accounts Receivable	1-Apr-21	1,820	48,552.39
Receptionist - Head Office	1-Apr-21	1,820	41,391.58
Receptionist - Inpatient	1-Apr-21	1,820	35,496.42
Maintenance Worker Re -Entry	1-Apr-21	1,820	33,294.02
Housekeeper	1-Apr-21	1,820	27,848.73
Awake Over Night Re-entry	1-Apr-21	2,080	30,305.60

Effective: Earlier of Date of Ratification or December 1, 2021  
 Reclassify PCW1, HH, CCW to single CYC classification

Full Time / Part Time Rates

Grid	Positions	Effective	Annual Hrs	Completed Years of Service																			
				0		1		2		3		4		5		6		7		8		25	
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
RN	Registered Nurse	1-Apr-21	1,950	\$ 33,8959	66,097	\$ 34,0574	66,412	\$ 34,6231	67,515	\$ 36,3400	70,863	\$ 38,0472	74,192	\$ 40,1882	78,367	\$ 42,3595	82,601	\$ 44,5210	86,816	\$ 47,6923	93,000	\$ 48,5308	94,635
RPN	Registered Practical Nurse	1-Apr-21	1,950	\$ 30,3005	59,086	\$ 30,6031	59,676	\$ 30,9092	60,273	\$ 31,2185	60,876	\$ 31,5303	61,484	\$ 31,8456	62,099	\$ 32,1641	62,720						
SW	CFT / In-patient / Outpatient	1-Apr-21	1,950	\$ 27,7128	54,040	\$ 28,5446	55,662	\$ 29,4005	57,331	\$ 30,2831	59,052	\$ 31,1913	60,823	\$ 32,1272	62,648	\$ 33,0913	64,528						
CRISIS	CSW / ISSP / IEDP	1-Apr-21	1,950	\$ 25,0826	48,911		\$ 26,4010	51,482				\$ 27,7077	54,030		\$ 29,0256	56,600							
CHARGE	PCW Charge	1-Apr-21	2,080	\$ 23,5149	48,911		\$ 24,7510	51,482				\$ 25,9760	54,030		\$ 27,2115	56,600							
CYC	Child & Youth Counsellor	1-Dec-21	2,080	\$ 23,1433	48,138	\$ 23,6058	49,100	\$ 24,0779	50,082	\$ 24,5591	51,083	\$ 25,0500	52,104										
DTCC	Team Coordinator (2 classes)	1-Apr-21	1,950	\$ 22,9097	44,674	\$ 23,3677	45,567	\$ 23,6015	46,023														
DTCL	Team Coordinator (1 class)	1-Apr-21	1,950	\$ 22,2810	43,448	\$ 22,4621	43,801	\$ 22,6867	44,239														
DTW	Day Treatment Worker	1-Apr-21	1,950	\$ 20,3487	39,680	\$ 20,5513	40,075	\$ 20,7569	40,476														
TRANS	Transcriptionist/Med Admin	1-Apr-21	1,820	\$ 21,9637	39,974	\$ 22,4027	40,773	\$ 22,8511	41,589	\$ 23,3082	42,421	\$ 23,8626	43,430										

Relief Rates

Grid	Positions	Effective	Completed Years of Service									
			0	1	2	3	4	5	6	7	8	25
			Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
RN-R	Registered Nurse	1-Apr-21	\$33,8959	\$34,0574	\$34,6231	\$36,3400	\$38,0472	\$40,1882	\$42,3595	\$44,5210	\$47,6923	\$48,5308
CYC-R	Child & Youth Counsellor	1-Dec-21	\$23,1433	\$23,6058	\$24,0779	\$24,5591	\$25,0500					

Positions with No Grid

Positions	Effective	Annual Hrs	Hourly	Annual
Psychologist	1-Apr-21	2,080	\$50,9856	106,050,00
Intake Coordinator - Inpatient (Residences)	1-Apr-21	1,950	\$36,1551	70,502,35
Intake Coordinator -MOH Outpatient	1-Apr-21	1,950	\$33,0910	64,527,45
Occupational Therapist	1-Apr-21	1,950	\$33,6936	65,702,52
Mental Health Worker	1-Apr-21	1,950	\$28,5471	55,666,86
Accounts Receivable	1-Apr-21	1,820	\$26,6771	48,552,39
Receptionist - Head Office	1-Apr-21	1,820	\$22,7426	41,391,58
Receptionist - Inpatient	1-Apr-21	1,820	\$19,5035	35,496,42
Maintenance Worker Re -Entry	1-Apr-21	1,820	\$18,2934	33,294,02
Houskeeper	1-Apr-21	1,820	\$15,3015	27,848,73
Awake Over Night Re-entry	1-Apr-21	2,080	\$15,0000	31,200,00

Effective: April 1, 2022  
 1% Increase to All Classifications

Full Time / Part Time Rates

Grid	Positions	Effective	Annual Hrs	Completed Years of Service																			
				0		1		2		3		4		5		6		7		8		25	
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
RN	Registered Nurse	1-Apr-22	1,950	\$34,2349	66,758	\$34,3985	67,077	\$34,9697	68,191	\$36,7036	71,572	\$38,4277	74,934	\$40,5903	79,151	\$42,7836	83,428	\$44,9667	87,685	\$48,1692	93,930	\$49,0164	95,582
RPN	Registered Practical Nurse	1-Apr-22	1,950	\$30,6036	59,677	\$30,9092	60,273	\$31,2185	60,876	\$31,5308	61,485	\$31,8456	62,099	\$32,1641	62,720	\$32,4862	63,348						
SW	CIFT / In-patient / Outpatient	1-Apr-22	1,950	\$27,9903	54,581	\$28,8303	56,219	\$29,6949	57,905	\$30,5862	59,643	\$31,5036	61,432	\$32,4487	63,275	\$33,4226	65,174						
CRISIS	CST / ISSP / IEDP	1-Apr-22	1,950	\$25,3338	49,401			\$26,6651	51,997			\$27,9851	54,571			\$29,3159	57,166						
CHARGE	PCW Charge	1-Apr-22	2,080	\$23,7505	49,401			\$24,9886	51,997			\$26,2361	54,571			\$27,4837	57,166						
CYC	Child & Youth Counsellor	1-Apr-22	2,080	\$23,3755	48,621	\$23,8428	49,593	\$24,3192	50,584	\$24,8053	51,595	\$25,3010	52,626										
DTC2	Team Coordinator (2 classes)	1-Apr-22	1,950	\$23,1390	45,121	\$23,6015	46,023	\$23,8379	46,484														
DTC1	Team Coordinator (1 class)	1-Apr-22	1,950	\$22,5041	43,883	\$22,6872	44,240	\$22,9138	44,682														
DTW	Day Treatment Worker	1-Apr-22	1,950	\$20,5523	40,077	\$20,7569	40,476	\$20,9646	40,881														
TRANS	Transcriptionist/Med Admin	1-Apr-22	1,820	\$22,1835	40,374	\$22,6269	41,181	\$23,0797	42,005	\$23,5418	42,846	\$24,1016	43,865										

Relief - Hourly Rates

Grid	Positions	Effective	Completed Years of Service									
			0	1	2	3	4	5	6	7	8	25
			Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
RN-R	Registered Nurse	1-Apr-22	\$34,2349	\$34,3985	\$34,9697	\$36,7036	\$38,4277	\$40,5903	\$42,7836	\$44,9667	\$48,1692	\$49,0164
CYC-R	Child & Youth Counsellor	1-Apr-22	\$23,3755	\$23,8428	\$24,3192	\$24,8053	\$25,3010					

Positions with No Grid

Positions	Effective	Annual Hrs	Hourly	Annual
Psychologist	1-Apr-22	2,080	\$51,4957	107,111
Intake Coordinator - Inpatient (Residences)	1-Apr-22	1,950	\$36,5169	71,208
Intake Coordinator -MOH Outpatient	1-Apr-22	1,950	\$33,4221	65,173
Occupational Therapist	1-Apr-22	1,950	\$34,0308	66,360
Mental Health Worker	1-Apr-22	1,950	\$28,8328	56,224
Accounts Receivable	1-Apr-22	1,820	\$26,9440	49,038
Receptionist - Head Office	1-Apr-22	1,820	\$22,9703	41,806
Receptionist - Inpatient	1-Apr-22	1,820	\$19,6989	35,852
Maintenance Worker Re -Entry	1-Apr-22	1,820	\$18,4764	33,627
Housekeeper	1-Apr-22	1,820	\$15,4549	28,128
Awake Over Night Re-entry	1-Apr-22	2,080	\$15,1500	31,512

Effective: April 1, 2023  
 2% Increase for All Classifications  
 Market Based Adjustments for DTC2 / DTC1 / DTW / Housekeeper

Full Time / Part Time Rates

Grid	Positions	Effective	Annual Hrs	Completed Years of Service																			
				0		1		2		3		4		5		6		7		8		25	
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
RN	Registered Nurse	1-Apr-23	1,950	\$34,9200	68,094	\$35,0867	68,419	\$35,6692	69,555	\$37,4379	73,004	\$39,1964	76,433	\$41,4026	80,735	\$43,6395	85,097	\$45,8662	89,439	\$49,1328	95,809	\$49,9969	97,494
RPN	Registered Practical Nurse	1-Apr-23	1,950	\$31,2174	60,874	\$31,5292	61,482	\$31,8441	62,096	\$32,1621	62,716	\$32,4836	63,343	\$32,8082	63,976	\$33,1359	64,615						
SW	CIFT / In-patient / Outpatient	1-Apr-23	1,950	\$28,5523	55,677	\$29,4087	57,347	\$30,2908	59,067	\$31,1990	60,838	\$32,1349	62,663	\$33,0985	64,542	\$34,0913	66,478						
CRISIS	CST / ISSP / IEDP	1-Apr-23	1,950	\$27,6267	53,872	\$28,1790	54,949	\$28,7421	56,047	\$29,3164	57,167	\$29,9026	58,310										
CHARGE	PCW Change	1-Apr-23	2,080	\$24,2260	50,390			\$25,4986	53,037			\$26,7611	55,663			\$28,0337	58,310						
CYC	Child & Youth Counsellor	1-Apr-23	2,080	\$23,8433	49,594	\$24,3197	50,585	\$24,8058	51,596	\$25,3014	52,627	\$25,8072	53,679										
DTC2	Team Coordinator (2 classes)	1-Apr-23	1,950	\$24,0210	46,841	\$24,5010	47,777	\$24,9908	48,732	\$25,4903	49,706	\$26,0000	50,700										
DTC1	Team Coordinator (1 class)	1-Apr-23	1,950	\$23,3287	45,491	\$23,7949	46,400	\$24,2703	47,327	\$24,7554	48,273	\$25,2503	49,238										
DTW	Day Treatment Worker	1-Apr-23	1,950	\$21,0190	40,987	\$21,4390	41,806	\$21,8677	42,642	\$22,3046	43,494	\$22,7503	44,363										
TRANS	Transcriptionist/Med Admin	1-Apr-23	1,820	\$22,7126	41,337	\$23,1665	42,163	\$23,6297	43,006	\$24,1022	43,866	\$24,5841	44,743										

Relief - Hourly Rates

Grid	Positions	Effective	Completed Years of Service									
			0	1	2	3	4	5	6	7	8	25
			Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
RN-R	Registered Nurse	1-Apr-23	\$34,9200	\$35,0867	\$35,6692	\$37,4379	\$39,1964	\$41,4026	\$43,6395	\$45,8662	\$49,1328	\$49,9969
CYC-R	Child & Youth Counsellor	1-Apr-23	\$23,8433	\$24,3197	\$24,8058	\$25,3014	\$25,8072					

Positions with No Grid

Positions	Effective	Annual Hrs	Hourly	Annual
Psychologist	1-Apr-23	2,080	\$52,5260	109,254
Intake Coordinator - Inpatient (Residences)	1-Apr-23	1,950	\$37,2477	72,633
Intake Coordinator -MOH Outpatient	1-Apr-23	1,950	\$34,0908	66,477
Occupational Therapist	1-Apr-23	1,950	\$34,7118	67,688
Mental Health Worker	1-Apr-23	1,950	\$29,4097	57,349
Accounts Receivable	1-Apr-23	1,820	\$27,4830	50,019
Receptionist - Head Office	1-Apr-23	1,820	\$23,4302	42,643
Receptionist - Inpatient	1-Apr-23	1,820	\$20,0934	36,570
Maintenance Worker Re-Entry	1-Apr-23	1,820	\$18,8462	34,300
Housekeeper	1-Apr-23	1,820	\$17,0000	30,940
Awake Over Night Re-entry	1-Apr-23	2,080	\$15,4534	32,143

**BENEFITS**

Effective on Date of Ratification: December 22, 2021

**Vision Care:** Up to \$100.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist in addition to eye examinations biennially.

Effective April 1, 2023, increase Vision Care to \$200.00.

The Employer agrees to add social worker or psychotherapist in addition to the services of a licensed psychologist.

**Extended Health/Dental Care Plan**

Effective April 1, 2023, the Employer share of its premiums for the Extended Health and Dental Care Plan will increase from 50% to 60%.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*Veon Brown*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 8, 2022 14:23 EDT)

\_\_\_\_\_  
*Sean Macdonald*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Re: Employee-Employer Relations Committee

Notwithstanding the provisions of 7.04 (b) the parties agree that for a period of 6 months following date of ratification meetings will occur every other month, or more or less frequently, as mutually agreed.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*Veon Brown*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettlinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 6, 2022 14:23 EDT)

\_\_\_\_\_  
*Sean Macdonald*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Re: Contracting Out

The Employer has no current plans to contract out work of the bargaining unit.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*Veon Brown*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 6, 2022 14:23 EDT)

\_\_\_\_\_  
*Sean Macdonald*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

**LETTER OF UNDERSTANDING**

Re: Scheduling

The parties agree to meet within 90 days of ratification to discuss scheduling related concerns.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*Veon Brown*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 5, 2022 14:23 EDT)

\_\_\_\_\_  
*Sean Macdonald*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

\_\_\_\_\_

## LETTER OF UNDERSTANDING

Re: Scheduling of Relief Staff

There will be separate relief lists for the live-in treatment program and the in-patient units and relief employees can apply for and be approved to add their name to the other list (i.e. units or Live-in treatment). The parties agree that there will be one relief list shared among the live-in treatment programs for Toronto live-in treatment. Opportunities for work will be emailed/texted to all Relief Staff, setting out the available shift(s) and competencies required for the work (i.e. F class license, or medication protocols). The shifts will be claimed on a first come first served basis, once sent out.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Lorraine Martin  
Lorraine Martin (May 5, 2022 22:44 EDT)

Veon Brown  
Veon Brown (May 5, 2022 11:10 EDT)

Robert Hettlinger

Jason Langer  
Jason Langer (May 6, 2022 14:23 EDT)

Sean Macdonald  
Sean Macdonald (May 6, 2022 10:23 EDT)

Claudette Forde  
Claudette Forde (May 5, 2022 10:56 EDT)

Irene Koutoulas  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

Marie Lorenzo  
Marie Lorenzo (May 6, 2022 10:27 EDT)

**LETTERS OF UNDERSTANDING**

Re: Charge

Employees employed in the Charge classification will have legacy for the duration of their employment. They will receive all wage increases. Legacy Charge staff will not be scheduled to work overnights and will continue to have three weekends off in four.

Dated in Toronto, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
*Lorraine Martin*  
Lorraine Martin (May 5, 2022 22:44 EDT)

\_\_\_\_\_  
*VEON BROWN*  
Veon Brown (May 5, 2022 11:10 EDT)

\_\_\_\_\_  
*Robert Hettinger*

\_\_\_\_\_  
*Jason Langer*  
Jason Langer (May 6, 2022 14:23 EDT)

\_\_\_\_\_  
*SM*  
Sean Macdonald (May 6, 2022 10:23 EDT)

\_\_\_\_\_  
*Claudette Forde*  
Claudette Forde (May 5, 2022 10:56 EDT)

\_\_\_\_\_  
*Irene Koutoulas*  
Irene Koutoulas (May 6, 2022 22:12 GMT+3)

\_\_\_\_\_  
*Marie Lorenzo*  
Marie Lorenzo (May 6, 2022 10:27 EDT)

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