

COLLECTIVE AGREEMENT

between

THE ROBERTS/SMART CENTRE

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2376**



Expiry Date: March 31, 2025

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COLLECTIVE AGREEMENT

April 1, 2022 to March 31, 2025

between

**THE ROBERTS/SMART CENTRE
(hereinafter called the "Centre")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2376
(hereinafter called the "Union")**

ARTICLE 1 - PURPOSE

1.01 It is the general purpose of this Agreement to promote the mutual interests of the Centre and its staff in the achievement of the proper care and treatment of the residents and non-resident youths; to promote the morale, and safeguard the well-being of all employees; to establish and maintain an orderly collective bargaining relationship between the Centre and its staff; to set forth all agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Centre recognizes the Canadian Union of Public Employees and its Local 2376 as the exclusive collective bargaining agent for all employees of the Roberts/Smart Centre save and except coordinators, social workers, psychiatrists, psychometrists, psychologists, recreologists, recreational specialist, office and clerical staff, maintenance personnel, teachers, students, Regulated Health Professionals and persons employed in connection with an accredited course of study completing an internship/or practicum at the college or university level.

ARTICLE 3 - DEFINITIONS

3.01

- (a) The Word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above.
- (i) The term "full-time employee(s)" wherever used in this Agreement, shall mean only the employees in the bargaining unit, regularly scheduled to work an average of thirty-five (35) hours or more per week as per their program schedule.
 - (ii) All permanent full-time employees shall (as per their job description or classification) be placed into one of the following categories.
 - 1) Live-in Treatment: An employee that is permanently employed full-time in one of the live-in treatment programs or Secure Treatment (or as designated on the employees' job description or vacancy posting).
 - 2) Day Treatment: An employee that is permanently employed full-time in one of the Day Treatment Programs (Fisher Park, RSLA o/a Debbie Campbell Learning Academy or L'Annexe, or as designated on the employee's job description or vacancy posting).
 - 3) Community Based: An employee that is permanently employed full-time in a Community Based position (Family and Community intervention, School Based Mental Health, Programme d'intégration scolaire, or as designated on the employee's job description or vacancy posting). All postings of vacancies for permanent full-time positions shall include the classification category for the posted position.
 - (iii) The term "regular part-time employee(s)" (RPT) wherever used in this Agreement, shall mean only the employees in the bargaining unit, regularly scheduled to work twenty-four (24) hours or less per week. In addition to their regularly scheduled hours of work, an RPT employee may also accept relief (casual) shifts without the acceptance of such shifts affecting their RPT status.
 - (iv) The term "temporary employee" whenever used in this agreement, shall mean only the employees in the bargaining unit who are successful candidates in obtaining a contract position in a program
 - (v) The term "casual employee" wherever used in this Agreement, shall mean only the employees in the bargaining unit who work only relief shifts. A "casual" employee may accept or refuse any relief shift offered to them. Such employee shall advise the Employer of

their availability pursuant to Article 13.17. Once a relief shift is accepted, it is considered as a commitment unless excused for a bona fide reason.

- (vi) The term "relief shifts" wherever used in this agreement shall mean any shift where an employee is temporarily absent and the Employer wishes to assign the work of the absent employee. Where an employee is temporarily absent for more than fourteen (14) consecutive calendar days, it does not result in relief shifts but rather results in a temporary vacancy.
- (b) Unless otherwise stated, the word "day" or "days" wherever used herein shall be deemed not to include Saturdays, Sundays and paid holidays observed by the Centre.
- (c) The term "Executive Director" wherever used in this Agreement, shall mean the Executive Director of the Centre or a designate appointed from time to time as needed.
- (d) The term "Residence" where referred to herein, shall mean the physical premises of the program centre operated by the Roberts/Smart Centre. It is understood that programs operated by the Centre are not limited to "residence".
- (e) The term "Supervisor" where referred to herein, shall be defined to include and shall mean the coordinator of a program and/or such personnel that may be designated as being on call at the Centre.
- (f) The term "Regular Rate of Pay" where referred to herein shall mean an employee's regular straight time compensation.
- (g) The term "Program" were referred to herein shall mean an administrative designation.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union acknowledges that it is the exclusive right of the Centre to manage and operate the Centre in all respects in accordance with its obligations, which rights include the right to:
- (a) hire, direct, promote, demote, transfer, layoff and recall the staff to work;
 - (b) reprimand, suspend, discharge or otherwise discipline employees for just cause;

- (c) determine the requirements of a position, the standards of performance applicable thereto and the qualifications of employees to perform the work required;
- (d) maintain the efficiency and effectiveness of the employees;
- (e) close down the Centre or a part thereof or expand, reduce, alter, combine, transfer, assign or cease any program, operation or service; but prior to any closure, the Centre shall provide the Union with three (3) months notice and will meet with the Union to discuss the implications;
- (f) control and regulate the use of equipment and other property of the Centre;
- (g) determine the care and treatment to be provided to clients of the Centre, the schedules for the provision of the care and treatment, the assignment of work and duties, the size and composition of the staff at the residences or other program activity locations;
- (h) make or change rules, policies and practices not in conflict with the provisions of this Agreement; and,
- (i) introduce new or improved care, treatment, procedures, research, counselling methods, maintenance, services and equipment.

4.02 The Centre agrees that these rights will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 - RELATIONSHIP

5.01 The Centre and Local Union agree that there will be no discrimination against employees because of race, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, sex, gender identity, gender expression, disability (except for bona fide requirements), colour, creed, age (except for mandatory retirement as provided under the Healthcare of Ontario Pension Plan), marital status, family status, reprisal, receipt of public assistance (in housing), record of offences (except for bona fide requirements), political affiliation, legal Union activities or lack of such activities, or any other facts not pertinent to the provisions of this Agreement.

5.02 The Union agrees that there will be no solicitation of members, collection of dues, or other Union activity on the premises of the Centre during working hours except as permitted by Management. Reasonable flexibility shall be exercised in the administration of this clause provided duties of the employee are given priority in all cases.

5.03 No employee shall be permitted to make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Agreement.

5.04 No later than sixty (60) days following the signing of this Collective Agreement, a copy of this Agreement, in either French or English at the discretion of the employee, will be made available by the Centre to present employees and all new employees on commencement of their employment.

Costs of these agreements will be shared between the parties. Centre "Policies and Procedures" manuals will be available in both French and English in each residence. Where, as between the English and French versions of the aforementioned documents, there are differences as to the meaning or intent of the versions, the English version shall govern including grievances, which shall be determined in accordance with the provisions. Both documents shall be produced and distributed as described as soon as possible after ratification of this Agreement. The Centre agrees that all communications (letters, bulletins, and policy statements, etc.) from the Centre to employees be provided in both official languages.

5.05 The Centre will provide up to thirty (30) minutes during the orientation day set aside for new employees to permit the appropriate supervisor and Union Representative to discuss all aspects of the Collective Agreement. if the Union representative is on shift, they shall suffer no loss of pay or benefits.

5.06 Labour-Management Committee

(a) The parties recognize the establishment of a Labour-Management Committee to deal with matters of mutual concern which are outside the negotiations and grievance procedures. In the interest of maintaining good management-labour relations, and recognizing the necessity to comply with applicable clinical procedures in all cases, the parties may initiate discussions on matters of mutual concern and shall meet as is mutually convenient and necessary for such purposes. No more than four (4) employees and four (4) representatives of the Centre may participate in such discussions.

(b) Such meetings shall be scheduled at least three (3) times per calendar year or at the request of either party.

(c) Either party must notify the other in writing at least three (3) days in advance, of the matters which they wish to raise.

- (d) Time spent absent from regularly scheduled shifts while in attendance at these meetings for the three employee representatives will be without loss of regular pay.
- (e) It is agreed that matters raised under this procedure or the position of either party with respect to a matter shall not prejudice a grievance or arbitration procedure under the terms of this Agreement.
- (f) In the event that the parties are unable to agree on the disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons therefore.

5.07 Health and Safety

Cooperation for Safety

The Union and the Centre shall cooperate in promoting and improving rules and practices to ensure an occupational environment which will provide protection from factors adverse to employee health and safety. There shall be no discrimination, penalty or repercussions when employees comply with the Health and Safety policies.

Compliance with Health and Safety Legislation

The Centre shall comply with all applicable health and safety legislation and regulations which shall constitute minimum acceptable standards and practices to be improved upon by joint agreement of the parties. In return, individual employee shall assume an appropriate responsibility to respect and assist in the implementation of rules adopted to protect the health and safety of employees, and to maintain the security of persons and premises, and the Union will so encourage its members to do so.

Joint Health and Safety Committee

There will be a Joint Health and Safety Committee at the Centre. At least half the members on the Committee will represent members of the bargaining unit, with the balance representing management. There shall be at least one (1) certified member of the bargaining unit and one (1) certified management representative. The JHSC will operate in accordance with the Occupational Health and Safety Act (R.S.D. 1990, C.L.\.). The cost of certifying bargaining unit members shall be paid by the Centre.

ARTICLE 6 - UNION SECURITY

6.01 The Centre shall deduct from the pay of every member of the bargaining unit, dues and/or assessment, as designated by the Union. The Union shall designate an amount or a formula for such deductions and shall advise the Centre in writing. Such deductions shall begin upon employment.

Deductions shall be made each pay and shall be forwarded to the National Secretary-Treasurer of the Union within fifteen (15) days thereafter accompanied by a list of current employees. The list of employees shall include the name, address and phone number for each employee, position held, hours worked, rate of pay, and amount deducted.

The Centre further agrees to indicate the total amount of Union dues paid by each employee on their income tax (T-4) slip. A copy of the list will be forwarded to the Secretary-Treasurer of the Local Union.

6.02 The Union agrees to defend and hold the Centre completely harmless against all claims, demands, costs and expenses, should any employee at any time contend or claim that the Centre has acted wrongfully or illegally in making such dues deduction.

6.03 The Union further undertakes and agrees:

- (a) to refund to the employee, through the Centre, any monies paid to the Union pursuant to this Article, in error;
- (b) that the Centre shall not be liable to the Union for any dues inadvertently not deducted. Notwithstanding the foregoing, where proper dues deductions have not been made, and the employee is still in the employ of the Centre, the Centre will deduct such dues from the earnings of such employee and remit the dues so deducted to the Secretary-Treasurer of the Union.

ARTICLE 7 - WORK OF THE BARGAINING UNIT

7.01 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit to the extent that such work results in the layoff or reduction of the regular hours of work of a member of the bargaining unit.

ARTICLE 8 - JOB DESCRIPTIONS

- 8.01** In discharging its responsibilities, the Centre will prepare and circulate job descriptions to each employee and the Local. New employees shall be given a copy of the applicable job description and be advised of the classification and annual salary rate on the commencement date of employment.
- 8.02** The Centre agrees to forward to the Local changes in any job descriptions, classifications or statement of qualifications and provide amended copies of descriptions to affected employees.
- 8.03** The parties agree that the organizational structure of the Centre and the assignment of duties as set out in job descriptions remain under the sole purview of the Centre and are not subject to grievance. At the request of the Union, job descriptions will be reviewed by the Labour-Management Committee.
- 8.04** Where the Centre changes the duties of a job to a significant degree, or where the Centre establishes a new job or eliminates a present job, the Union shall be notified four (4) weeks prior to changes being made by the Centre and shall receive a job description together with notification of the rate of pay established for the position. The Union may grieve the rate established and such grievance may proceed to arbitration.

ARTICLE 9 - REPRESENTATION

- 9.01** A bargaining committee of the Union will consist of not more than four (4) employees of the Centre.
- 9.02** The Union shall appoint not more than one (1) steward at each residence. The President, or their designate, Chief Steward and the Steward involved in the grievance shall constitute the grievance committee.
- 9.03** The members of the bargaining and grievance committees may be assisted by national representatives of the Union. Similarly, the Centre shall have the right to professional advisors at any such meetings with the Union.
- 9.04** The Union shall, from time to time, notify the Centre in writing of the names of the members of the bargaining and grievance committee and the Centre shall not be required to recognize them until so notified.

- 9.05** It is agreed that Stewards have normal duties to perform and, therefore, it is agreed that the investigation and processing of grievances will, so far as is possible, be conducted outside normal working hours. However, if it is necessary for a Steward to leave their residence during normal working hours they shall first obtain permission from their supervisor. Such permission shall not be unreasonably withheld. In these circumstances, the Steward shall advise their supervisor of their absence both prior to leaving and upon returning to the residence.
- 9.06** Grievance committee members shall not lose pay for their regularly scheduled working hours spent in the investigation and processing of grievances.
- 9.07** Members of the bargaining committee shall not lose pay for their regularly scheduled working hours spent in meetings with the Centre. Where a member of the bargaining committee is scheduled to work the night before and/or the night of a scheduled meeting, the member will be replaced and paid their regular rate of pay for such shift(s).
- 9.08** Compensation in respect of these hours shall be at the employee's regular rate of pay in all cases.
- 9.09** Stewards and committee members will be responsible for supplying their supervisors with information as to time off as required by the terms of this Agreement.
- 9.10** At any meetings between a management representative and an employee, where discipline may be imposed or for an investigatory purpose, the Union shall have the right be present. The Union and the employee shall be provided with reasonable notice in advance of such meeting including its purpose.

Formal discipline may commence with a verbal reprimand.

The Employer shall notify the Union in writing within two (2) working days of placing an employee on paid leave pending the outcome of an investigation.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or in a case where the Employer is alleged to have acted unjustly, improperly or unreasonably in respect to a disciplinary matter.

10.02 The Centre and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements arising under the Agreement concerning the employee, the Union and the Centre. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

10.03

(a) It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until they have first given their supervisor the opportunity to adjust their complaint.

(b) An employee shall have the right upon reasonable notice, and in the presence of a supervisor, to review their personnel file. This file shall contain all employment-related information including copies of disciplinary notices. No disciplinary notices from the employee's personnel file may be introduced as evidence in an arbitration hearing if the employee was not issued with such notice. An employee shall have the right to make a copy of any material contained in their personnel file.

(c) In the course of investigating an alleged grievance, Union officials or stewards may have copies of pertinent incident reports and the relevant pages of communications books and sign-in-sheets and may examine the original documents.

(d) Except as provided for in the grievance procedure, after a grievance has been initiated through the Union, the Employer's representative shall not enter into discussion or negotiate with respect to the grievance with the aggrieved employee without consent of the Union.

(e) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

10.04 Should a grievance arise between the Centre and any of its employees (referred to therein as "grievor") that cannot be satisfactorily adjusted pursuant to Article 10.03, an earnest effort shall be made to settle the grievance in the following manner:

10.05 Step No. 1

Within ten (10) days after the alleged grievance has arisen or, in the case of a grievor working out of town, after the grievor has returned to their program, the grievor, with the assistance of a Steward, shall present their grievance in writing to their Supervisor. The written grievance shall contain a statement stipulating that Articles claimed to have been violated, together with a brief statement on the grounds upon which the grievance is based. This shall not prejudice the Union's right to raise such other Articles or grounds as it sees fit at arbitration. If within four (4) days from the time when such grievance was presented, a decision satisfactory to the Union is not given, then:

10.06 Step No. 2

Within ten (10) days after the decision at Step 1 has been or should have been given, the grievor shall present the written grievance to the Executive Director. The Executive Director shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to them. At the Step 2 meeting the grievor may be accompanied by a Steward or designate, and the Executive Director may have such other assistance as they so desire. A National Representative of the Union may also be present at the meeting. The Executive Director shall give a decision in writing on behalf of the Centre within five (5) days immediately following the date of such meeting.

10.07 General Provisions

In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute at Step 2 within ten (10) days after the alleged grievance occurred, or, where two (2) or more staff members are working out of town, within ten (10) days after they, or one of them returns to the Centre. A group grievance shall be presented by not more than two (2) of the grievors affected by the group grievance.

10.08 Any grievances which arise directly between Management and the Union may be submitted by either of the parties to the other at Step 2 of the grievance procedure. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Executive Director shall schedule a meeting, between the Grievance Committee, the National Representative of the Union and the Management representatives designated for that purpose, to be held within ten (10) days after notice has been given by either party. The answer of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting. If no settlement is

reached, the grievance may be referred to arbitration in accordance with the provision of Article 11 of the Agreement.

10.09 The parties shall from time to time, notify each other in writing of the names of their representatives and designated alternatives appointed for purposes of the grievance procedure.

10.10

(a) A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Centre at Step 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the grievance or arbitration procedure by:

- (i) confirming the Centre's action in dismissing an employee.
- (ii) reinstating the employee without loss of seniority and with full compensation for time lost; or
- (iii) by any other arrangement which may be deemed just by the conferring parties or by the Board of Arbitration.

(b) In the event of such discharge, the employee will be advised in writing by the Centre.

10.11 The Centre agrees to issue to the Union within five (5) working days a copy of any written disciplinary notice given to an employee which will affect the employee's record with the Employer.

10.12 Any letter(s) or documentation(s) of reprimand, suspension, or other sanctions will be removed from the record/files of the employee eighteen (18) months following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of offences for the past eighteen (18) months.

ARTICLE 11 - ARBITRATION

11.01 Both parties to this Agreement agree that a grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 11, and which has not been settled, may be referred to the Board of Arbitration at the written request of either party within ten (10) days of the answer at Step 2, Article 10.06 or Article 10.08.

- 11.02** The Board of Arbitration will be composed of one person appointed by the Centre, one person appointed by the Union, and a third person to act as Chairman who will be chosen by the other two members of the Board of Arbitration.
- 11.03** Within ten (10) days of a request by either party to arbitrate the grievance, each party shall notify the other of the name of its appointee. The appointees, within seven (7) days of the said request, shall endeavour to agree upon a Chairman for the Board of Arbitration.
- 11.04** Should the appointees fail to agree on a Chairman, the Ministry of Labour for the Province of Ontario will be asked to nominate a person to act as Chairman in accordance with the provisions of *The Ontario Labour Relations Act*.
- 11.05** The Board of Arbitration shall hear and determine the matter and its award shall be final and binding upon the parties. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision, the decision of the Chairman shall govern.
- 11.06** The Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Agreement or to give the decision inconsistent with the terms and provisions of this Agreement.
- 11.07** Where a grievance is not processed in accordance with the time limits set forth in this Agreement, it shall be considered to be abandoned. The time limits set forth in this Agreement may be extended by mutual agreement of the parties provided that such an extension shall not be a precedent or constitute a waiver of the right to require strict compliance with the time limits as, and in accordance with the aforesaid.
- 11.08** The Centre and the Union shall bear the expense of their appointee and shall share equally in the fees and expenses of the Chairman.
- 11.09** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or who has, within a period of six (6) months preceding the date of their appointment, been an employee or a member of the Centre Board or a paid official of C.U.P.E.
- 11.10** If both parties are in agreement, the Board of Arbitration outlined above may be replaced by a Sole Arbitrator.
- i) The decision to agree to a Sole Arbitrator shall be at each party's sole discretion and failure to agree will not be grievable by either party.

- ii) If the referring party elects to proceed by way of a Sole Arbitrator, and the other party agrees to proceed by way of a Sole Arbitrator, the parties shall exchange lists of three (3) potential Arbitrators within ten (10) days of the answer at Step 2, Article 10.06 or Article 10.08.
- iii) The parties shall, within ten (10) days of the expiry of the 10-day period described at (ii) above, agree upon the selection of a Sole Arbitrator from the lists exchanged by the parties, but if an Arbitrator cannot be agreed upon within the ten (10) day period, then the parties shall revert back to the Board of Arbitration process outlined in Article 11.02.
- iv) Each of the parties shall jointly and equally bear the expense of the Arbitrator.
- v) All other Articles outlined above pertaining to a Board of Arbitration shall apply as well to the Sole Arbitrator process.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of continuous service in the bargaining unit since the employee's date of hire. Calculation of seniority shall include past service with the Employer prior to certification of the Union. Seniority shall not accumulate during periods of absence without pay. Seniority shall accumulate during periods of paid leave or during periods of WSIB for injuries sustained in the course of employment with the Centre, or where the accumulation of seniority is provided for in governing legislation.

There shall be one seniority list published four (4) times annually for all bargaining unit employees. An employee moving from part-time or casual status to full-time status shall be credited with seniority reflective of actual hours worked.

12.02 A new employee, shall be considered to be on probation, and therefore, subject to termination without access to the grievance procedure, during the first 520 hours at work in the bargaining unit. The probationary period may be extended for an additional 344 hours at work upon the mutual agreement of the parties to this Agreement.

Upon termination or dismissal, a probationary employee shall be given a reason or reasons in writing for the termination if requested by the Union or the employee.

- 12.03** The employee shall have the opportunity to add written comments pertaining to the evaluation of their performance and they shall receive a copy of that document. All evaluations shall be placed in the employee's personnel file. The contents of such evaluation shall not be grievable.
- 12.04** The seniority list shall be distributed via e-mail to all Bargaining Unit staff within one (1) month after the execution of this Agreement and a copy furnished to the Union. After such posting the list shall become final with respect to employees designated therein except as to an employee who disputes the accuracy of their seniority date during the posting period. Where disputed, a seniority date will be adjusted if it is established to be inaccurate pursuant to the grievance procedure. The seniority list shall be updated every three (3) months and distributed to all Bargaining Unit staff via e-mail.
- 12.05**
- (a) Prior to filling any vacancies or newly created positions covered by the terms of this Agreement, the Centre will e-mail a notice of the position to all Bargaining Unit staff which will remain open for seven (7) days.
 - (b) The circumstance of persons being on a recall list shall not prevent the hiring of new casual employees. However, no casual employee hired during the above circumstance shall be considered for a full-time or temporary full-time or RPT position until the recall procedures in the Collective Agreement have been followed and qualified employees have been recalled.
 - (c) All bargaining unit members shall have the right to apply for and to be considered for such postings before the Employer is able to consider the applications of persons who are not members of the bargaining unit.
 - (d) Applicants who are unsuccessful shall, upon request, be advised in writing of the full reasons why they are unsuccessful in any posting.
 - (e) Within ten (10) working days of the closing of a posting, the Centre will post notice of the successful applicant on all bulletin boards.
 - (f) Where new casual staff are hired, their names and primary programs shall be posted on all bulletin boards once their Centre Identification Cards have been issued.
- 12.06** Such posting shall include start date, the job title, grade and salary range, date of issue and date of closing, location of the position and a summary of the duties and qualifications required. Where such posting is for a

temporary position, the posting shall also include the anticipated end date. Any employee wishing to apply for the posted position shall do so in writing to Human Resources by the date specified on the posting. Electronic mail and faxed applications are acceptable.

12.07

- (a) Both parties recognize that job opportunities should increase in proportion to the length of service. The Centre shall give the qualifications, performance (including the formal Performance Appraisal), ability, related experience, and seniority of the employee foremost consideration in effecting transfers and promotions. Where two employees are equal with respect to qualifications, performance (including the formal Performance Appraisal), ability and related experience, the employee with the greater seniority shall be the successful applicant.
- (b) If the Centre is considering the introduction of technological change which may have an obvious and significant effect on bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union to provide the Union with information as to the nature of the changes, the date on which the Centre proposes to effect the changes and the manner in which particular employees are likely to be affected by such changes.

12.08 12.05, 12.06 and 12.07 shall not apply where:

- (a) The position vacancy is of a temporary nature, that is for a period not exceeding sixty (60) days; or as extended by the mutual agreement between the Local Union and the Centre. The Employer shall notify the Union in advance of all temporary vacancies which are to be filled.

In the event that there are employees with recall rights, they shall be given first consideration, in order of seniority, for all temporary positions.

- (b) An Employer initiated transfer may occur in either of the following cases:
 - (i) To cover requirements of a temporary nature (less than sixty (60) days);
 - (ii) In the event that there are no qualified applicants for a permanent position under the posting procedure, the Employer may transfer the most junior employee.

In such instances where (ii) is applied the provisions in the second paragraph of Article 12.12 will apply.

12.09

- (a) Both parties recognize that job security shall increase with length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority provided qualified staff are retained. An employee about to be laid off may bump any employee of the same classification/category (as defined in Article 3.01 (a) ii) with less seniority. If an employee does not have the seniority to bump any other employee with less seniority within their classification/category, they may bump into another job classification/category so long as they have the minimum job requirements (as stated on the job description).

The reverse order shall pertain to recalls. An employee laid off shall have the right to recall into a position in their classification/category (or another classification/category should they meet the minimum job requirements) for a period of twenty-four (24) months. An employee who refuses two or more recalls to a non-temporary full-time position in a twenty-four (24) month period shall forfeit their recall rights.

It is understood with respect to an employee seeking to bump/recall into a Day Treatment or Community Based program position the Employer reserves the right to interview the employee to determine whether the employee is qualified for the position.

- (b) **Recall to a Previously Held Position**

For a period of six (6) months from the date of a layoff an employee shall have the right of recall to their previously held position and location.

The employee shall maintain this right even if they bump into another position, are appointed to another position through the job posting process or are recalled into another position.

12.10 **Layoff Notice**

Article 12.10 does not apply to Casual Employees

In the event of a proposed layoff at the Centre of a permanent or long-term nature, the Centre shall:

- (i) provide the Union with no less than three (3) months written notice of the proposed layoff and
- (ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

Note 1: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (1) above shall be considered notice to the Union of any subsequent layoff.

Note 2: It is understood that this clause does not apply to probationary employees.

12.11 Separation Allowance

Article 12.11 does not apply to Casual Employees

Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 12.10 that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks pay.

Where the notice of layoff is triggered by the closure of the Centre in its entirety, the maximum separation allowance shall be thirty-four (34) weeks pay.

12.12 If a regular part-time (RPT) employee or a casual employee is promoted to full-time status, they shall be considered to be on a trial basis for a period of 320 hours in their new classification. In the event that the employee proves unsatisfactory in the reasonable opinion of the Centre, or if the employee desires to return to their former classification, or status, during the aforementioned trial period, the employee shall be returned to their former classification, or status, and salary without loss of seniority.

If a full-time employee is transferred to a different location without change of classification, management shall convene a meeting prior to the transfer, if desired by an employee, to discuss all known implications of the transfer. Where reasonably possible, the meeting will normally be scheduled at least two (2) weeks prior to the date of transfer. Either party may request a Union representative to be present. In the event that the transfer is to a place of work not accessible by public transit, or where normally the employees are required to stay overnight, a further period of time, as mutually agreed upon, may be allowed before the transfer is executed. Following thirty (30) calendar days on the job a further similar meeting shall be convened at the request of either party, in order to review the reasons for the transfer and to provide an opportunity for reconsideration of the original decision. The Employer shall be required to provide valid reasons for the transfer.

12.13 Seniority once established for a bargaining unit member shall be forfeited and their employment terminated in the event that they:

- (a) voluntarily quits and does not report for their next schedule shift;
- (b) retires;
- (c) is discharged and not reinstated through the grievance procedure;
- (d) fails to report to work within seven (7) calendar days after being so notified (by registered mail) by the Centre following a layoff, or fails to advise the Centre within five (5) days of their intention to report for work pursuant to such notification unless a satisfactory reason is given:
- (e) is absent for three (3) consecutive working days or three (3) eight (8) hour shifts without notifying the Centre unless a reason satisfactory to the Centre is given;
- (f) is absent due to a layoff during a period in excess of twenty-four (24) months;
- (g) fails to return to work upon termination of an authorized leave of absence, unless a satisfactory reason is given;
- (h) is absent due to sickness or injury in excess of twenty-four (24) full months, or is absent on a compensable sickness or injury for twenty-four (24) full months. These periods may be extended upon the mutual agreement of the parties.

12.14 Staff must keep the Centre advised as to the reason for any absence from work and make arrangement with the Centre for their return to work.

12.15 For periods of injury or extended illness, the Centre may require the employee to produce a medical certificate to confirm the employee's ability to return to full duties. The Employer shall reimburse the employee for third party charges invoiced by the physician.

12.16 Transfer Outside of Bargaining Unit

- (a) No employee shall be transferred to a position outside of the bargaining unit without their consent.
- (b) The maximum period of time an employee may be transferred out of the bargaining unit and retain the right to return to their former position shall be twelve (12) months except in the case of replacing someone on a pregnancy and/or parental leave where in such case the maximum period

of time shall be sixteen (16) months. This may be extended by the mutual consent of the Employer and the Union.

- (c) Other than "in charge" duties assigned in accordance with 18.04 no employee shall be required to assume on an ad hoc basis one or more duties of a non bargaining unit employee. This provision will not apply in circumstances where the Employer provides an employee with an accommodated duties work program.
- (d) An employee transferred outside of the bargaining unit shall not pay union dues and shall not accrue seniority. In the event that they are returned to the bargaining unit within the period(s) set out in paragraph (b) above any seniority held at the time of transfer shall be reinstated.

ARTICLE 13 - HOURS OF WORK AND SCHEDULES

13.01 The normal workweek shall consist of an average of forty (40) hours per week for full-time employees (and for full-time temporary employees who are temporarily scheduled into a full-time schedule, and whom have received written confirmation of such appointment in advance. Such written confirmation shall include period of such appointment and be copied to the Union). The hours of work average shall be determined by reference to the applicable program cycle and in accordance with the current practices of the Centre.

Casual Employees other than in circumstances described in the preceding paragraph may average forty (40) hours per week or over a two week pay period, or eighty (80) hours in a two week pay period, provided that any hours in excess of forty-eight (48) hours in a week is overtime and paid at time and one half.

No RPT shift shall be less than four (4) hours. Wherever it is practical to do so, RPT shifts at any single program shall be combined to create a single RPT position or failing that to create the minimum number of RPT positions.

13.02 In the event that a full-time employee (or a part-time and/or casual employee who is temporarily scheduled into a full-time schedule) is required to work a period of time in addition to that in their posted schedule, such time shall be considered as overtime and paid at one and one-half (1½) times the employee's normal rate.

Regular Part-time employees may average forty (40) hours per week over a two week pay period, or 80 hours in a two week pay period, provided that:

- (a) any hours in excess of forty-eight (48) hours in a week; or
- (b) any hours exceeding the normal daily posted schedule, where the employee works at least eight (8) hours in the day, will be overtime and paid at the rate of one and one half times the employees normal rate of pay. Casual Employees will receive overtime pay in accordance with Article 13.01.

A full-time employee or regular part-time employee may with the agreement of their supervisor, elect to accrue time off in lieu of overtime payment at the rate of time and one-half (1½). Where time off in lieu is taken, it shall be at a time and date mutually agreeable to the employee and the supervisor and shall be taken within seventy (70) days of having been earned.

13.03 The Employer agrees that in the case of overtime work normally considered to be bargaining unit work, full-time employees within a program and who have the language capability and who can be contacted in order of seniority shall be given preference over part-time employees provided that the part-time employees have worked their full complement of hours. The Employer shall meet the obligations under this clause by recording a telephone call to the number left on file.

13.04 Out-of-town treatment programs, other than the normal year round residential programs (e.g. ROPE or other camping programs) shall be staffed in the following manner:

- (i) There shall be a complement of positions hired to work at such programs for a fixed term not exceeding ninety (90) days. Such positions shall be posted in April of each year and shall be filled in accordance with 12.05, 12.06 and 12.07. Such complement shall be sufficient to ensure a safe working environment.
- (ii) Staff from the programs which are participating in out-of-town treatment programs and are not covered by (i) shall be restricted to a ceiling of ten (10) twenty-four (24) hour period in one year.
- (iii) Articles 13.01 and 13.02 shall not apply in circumstances where employees participate in out-of-town treatment programs.

Employees participating in such programs shall receive twenty (20) straight time hours compensation at their regular rate of pay for each twenty-four (24) hour period of participation in the program.

13.05 It is agreed that at the change of shifts there will normally be time required for purposes of reporting. The entire period shall be considered overtime for purposes of payment and paid in accordance with Article 13.02. The supervisor's written approval is necessary for such payment.

13.06

- (a) A schedule for each program will be distributed at least two (2) months in advance and shall cover at least the next three (3) months of the applicable program subject to unforeseen occurrences.
- (b) In the event that posted schedules are changed, the Centre will give at least seven (7) days notice of such change. If the employee is not given the requisite notice, they shall be paid at the rate of time and one-half (1½) for the first twenty-four (24) hours worked on the new schedule. Such premium payment shall not apply where the change is a result of the mutual agreement of the employee and the Centre.
- (c) Subject to bone fide gender requirements, where there are two RPT employees at a program and a schedule change is to affect only one such employee, the employee with the most seniority shall be afforded the opportunity to elect to accept or to decline the schedule change. Where there are more than two RPT employees, this procedure shall be repeated until there is only one employee and such employee may not make such election.

13.07 Request for change in posted time schedules must be submitted via e-mail to their supervisor and must include the employee willing to exchange days off or shifts of duty. In any event, it is understood that such changes of shifts of duty by the employee and approved by the Centre shall not result in overtime payment to either of the employees.

13.08 Where the Centre does not agree to a schedule proposed by a program team, the Centre shall upon request by the Union, provide reasons in writing. The Centre shall not change schedules except where there is an operational need. Where the Centre proposes to change schedules, it shall provide a copy of the proposed schedule to the Union in advance together with the rationale for the change.

13.09 The hours of work of the employees shall be scheduled so that each employee will receive not less than two (2) weekends off in every five (5) week cycle, or that equivalent thereof where a longer unit cycle is applicable, and where the proper care and treatment permits, the Centre will attempt to increase proportion of weekend days off.

- 13.10** Weekend shifts which exceed the minimum guarantees as set out in 13.09 will be paid at the rate of time and one-half (1½) the employee's regular rate of pay, except where:
- (a) such weekend has been worked by the employee in lieu of specific days off requested by such employee; or
 - (b) such employee has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another employee.
- 13.11** When posted shifts of duty are changed without thirty-six (36) hours' notice the employee shall be paid at the rate of time and one-half (1½) their regular rate of pay for the first different shift of the revised rotation unless the change is a result of the mutual agreement of the employee and the Centre.
- 13.12** During the Christmas/New Year's period, employees' normal master schedules will operate. Employees will receive two (2) times their regular rate of pay for hours worked on Christmas Day, Boxing Day or New Year's Day. Employees may be permitted to switch shifts at the discretion of the Centre.
- 13.13** There shall be no pyramiding of overtime premiums or other forms of premium pay.
- 13.14** The preceding clauses are intended to define the normal hours of work and shift schedules and shall not be construed as a guarantee of hours of work or days of work per week or working schedules.
- 13.15** Subject to bone fide gender requirements, the assignment of relief shifts shall be offered in the following order:
- (a) RPT employees, in order of seniority, who are regularly scheduled at the program where the relief shift is offered, and who have declared their availability for such shift and provided that overtime does not result.
 - (b) RPT employees, in order of seniority, who are not regularly scheduled at the program where the relief shift is offered, and who have declared their availability for such shift and provided that overtime does not result.

- (c) Relief employees, by designated program, in order of seniority, who have declared their availability for such shift provided that overtime does not result.
- (d) Relief employees, in order of seniority, who have declared their availability for such shift, provided that overtime does not result.

13.16 Daylight Savings Time

It is understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

13.17 Casual Availability

Casual Employees shall submit their availability on a monthly basis to Human Resources in writing by the 15th day of the preceding month. Availability shall be amended from by the employee and communicated to management, as circumstances arise. Casual employees shall not be called when declared unavailable or when they have failed to declare their availability.

13.18 Protocol for Offering Shifts

Timelines

- (a) Shifts offered with seventy-two (72) hours notice or less, may be filled on a first come first served basis.
- (b) Where shifts are offered with greater than seventy-two (72) hours notice, staff will be provided with at least two (2) hours to respond.

Notwithstanding any other provision in this Agreement, for the purpose each of a) and b) above, the Centre will choose a mode of communications and will only change such mode of communication to an alternate mode, after providing reasonable notice to the Employees.

13.19 Mandatory Training

The Employer agrees to pay employees who are required by the Employer to attend mandatory training sessions at their straight time hourly rate for all hours in attendance at such sessions, including their meal break. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 14 - REPORTING AND CALL-IN ALLOWANCE

- 14.01** When an employee reports for their scheduled shift, without having been previously notified not to report and work is not available, they shall be paid for three (3) hours at their regular rate of pay.
- 14.02** An employee called in and required to work outside their regular working hours shall receive a minimum of three (3) hours pay at their regular rate of pay.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01** At the discretion of the Executive Director, the Centre should grant leaves of absence for up to one (1) year without pay to its employees, only after accrued vacation has been exhausted, where such leave does not cause undue disruption to the workplace. Where permission is not granted, the Centre shall provide a written explanation to the employee. Every request for a leave of absence must be made in writing and must state the reasons for the request.

Where the employee intends to accept employment elsewhere during the leave of absence, the details of such employment shall be included with the request for leave of absence. Where the employee accepts employment elsewhere during the leave of absence, the employee shall notify the Centre immediately.

- 15.02** Upon written request to the Executive Director, leaves of absence without pay for Union meetings may be granted, the granting of which shall not be unreasonably withheld and, provided that the following conditions are met:

- (a) adequate notice of at least two (2) weeks is given to the Executive Director, or such lesser period as the parties mutually agree upon;
- (b) that not more than two (2) employees from any one program or more than six (6) from the agency at any one time be allowed such leaves;
- (c) that the total number of days in any one calendar year for such leaves for all employees shall not exceed ninety (90) days, unless extended by the mutual agreement of the parties; and,
- (d) that such leave, if to be granted, must not affect the operation of the Centre.

- 15.03** Where Court attendance's as a witness or juror pre-empts attendance in a scheduled shift, the Centre will reimburse the employee in an amount

equal to their regular rate of pay less fees received by him for such Court service. The employee shall present proof of service and the amount of the fees received.

15.04 Employees suffering from bereavement as a result of death of a party to a special relationship, including, but not limited to family members, shall receive a leave of absence. The leave of absence may be up to five (5) working days without loss of pay. All requests must be made in writing to the Centre. The employees shall declare the nature of the relationship to the deceased at the time.

15.05 Employees will be entitled to receive up to two (2) consecutive days off with pay, at or around the time of birth or adoption, for paternity leave to be arranged by the supervisor. Excluding employees covered under other sections of this agreement.

15.06 Maternity/Parental Leave

These leaves will be granted in accordance with the provisions of the *Employment Standards Act 2000*, except where amended in this Agreement.

15.07 The employee shall normally give at least two weeks notification prior to the commencement of the leave of their request for leave together with their expected date of return. At such time, they shall also furnish the Centre with the certified medical practitioner's certificate as to pregnancy and expected date of delivery.

15.08

(a) Employees will be entitled to take up to six (6) weeks unpaid leave immediately prior to taking maternity leave with the Centre covering health and life insurance benefits at no additional cost to the employee.

(b) The Centre agrees to provide alternate work for pregnant employees pursuant to the provisions of The Mitchnick Award dated November 17, 1996.

15.09 Maternity Leaves

The minimum benefit under this clause is the *Employment Standards Act 2000*.

It is understood that during a maternity leave, granted under the *Employment Standards Act 2000*, credit for service for purposes of vacation and sick leave, shall be suspended, and the benefits concerned

appropriately reduced on a pro rata basis. Other benefits and the Employer contributions shall be continued during the leave.

Notwithstanding the above, the Centre will maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences. The employee will not receive service credits for sick leave until the end of the month in which the leave ends.

Credit for seniority as applied specifically to Articles 12.09 and 12.12 shall not be suspended but shall accumulate during maternity and parental statutory leaves.

15.10 Parental Leave

The minimum benefit under this clause is the *Employment Standards Act 2000*.

15.11 Return from Leave

The employee shall reconfirm their intention to return to work on the date originally provided to the Centre by written notification received by the Centre at least two (2) weeks in advance thereof. An employee returning to work shall be reinstated to their former classification level.

15.12 Maternity/Parental Leave Supplementary Benefit

15.12.1 The full time employee who receives Pregnancy Leave under Article 15 and who applies for and receives Employment Insurance benefits pursuant to the *Employment Insurance Act*, is entitled to receive from the Centre while on Pregnancy Leave:

- (a) When 2 weeks waiting period applies, a payment equal to ninety-five percent (95%) of the unpaid gross salary will be paid.
- (b) for each of the fifteen (15) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received.

15.12.2 Full time employee who receives Parental Leave is entitled to receive, when 2 weeks waiting period applies, a payment equal to ninety-five (95%) of the unpaid gross salary will be paid.

15.12.3 The Full time employee who receives Parental Leave and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from the Centre while on Parental Leave: for each of the ten (10) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received.

15.12.4 Full time employees are entitled during Maternity and Parental Leave to continue participation in all benefit plans. The Centre shall continue to make the Centre's contributions to the benefit plan unless the Employee gives the Centre written notice that the Employee does not intend to pay, in advance, the Employees contributions during the period of the leave.

15.12.5 The parties agree that the following conditions will be considered to be incorporated under the provisions of Article 15 - Maternity/Parental Leave and shall be binding on all parties.

(a) The Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; (57(13) (h) of the EI Regulations)

(b) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan; (57(13) (g) of the EI Regulations.

15.13 Leave of Absence for Position with Union

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to Union office. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to an equivalent position on the same shift in the same location and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. The Employer may fill the vacancy resulting from such leave on a temporary basis.

15.14 Self-Funded Leave Plan

Purpose

The purpose of this operational procedure is to provide guidelines on accommodating employees participating in the self-funded leave plan.

Operational Procedure

- (a) The Self-Funded Leave Plan is a system where employees of RSC may fund prepaid leave for an extended period of time by an adjustment of normal salary over several years. The plan is voluntary and is established in accordance with a defined formula of income adjustment and prepaid leave. During such leave, the Employer assumes no responsibility for consequences arising from the plan, from effects on benefit insurance plans, pension income through Hospital of Ontario Pension Plan, the Canadian Pension Plan, income tax arrangements. Employment Insurance, or other liability arrangements arising from participation in the plan.
- (b) The plan is designed to give an employee self-funded, continuous leave for one (1) year out of a five-year (5) period. During the funding period, the employee will receive 80% of normal salary. The remaining 20% of salary will be withheld and deposited by the Employer in a separate account for the employee at RSC's bank where interest will accrue. The sum of the amounts accumulated during the funding period will represent 80% of the employee's normal salary and will be paid to the employee on regular paydays during the leave period or in a lump sum at the beginning of the leave period. The time off is taken during the final fifth of the self-funded leave period.
- (c) The payment of salaries, benefits and pension contributions shall be such that the Employer is not required to pay more money than it would have paid for the period of active employment.
- (d) All insurance benefits will cease should the participant be employed: full-time elsewhere during the leave period.
- (e) The Executive Director has the authority to grant a leave of absence under this plan.
- (f) Application to take part in the plan must be made in writing at least three (3) months before the start of the funding period. Applicants will be informed of their acceptance into the plan at least one month (1) before deductions begin. The funding period will start at the beginning of a two-week period. Regardless, applicants will be informed of the decision concerning their application within two (2) months of their application.

- (g) Any accumulated vacation, compensatory or statutory holiday time in excess of allowable amounts under the Collective Agreement must be taken immediately prior to the leave commencing.
- (h) To be considered for participating in this plan, the full-time permanent employee must have been employed by RSC for two (2) consecutive years prior to their application. The plan applies exclusively to permanent full-time employees.
- (i) The Executive Director will consider program operational needs in the event that there are more applicants for leave under this plan for any one-leave period than can be accommodated. The maximum number of bargaining unit staff for the entire organization eligible for this leave at any time would be 5, with a limit of 1 bargaining unit staff per program. Employees will not be eligible for any other leave during the time of absence.
- (j) The Employer shall open an account with its own bank for each employee approved to take part in the plan. Each account will be designated "Account #RSC in Trust for _____ (employee's name)".
- (k) On return from leave, the employee shall return to their substantive position or another position should the layoff provisions described in Article 12 of the Collective Agreement apply.
- (l) If the employee dies before receiving the full amount of deferred income, the Employer shall, on receipt of the required legal consents and releases, pay the remaining portion of accumulated salary plus accrued interest, less required deductions, to the executors or administrators of the estate in one lump sum.
- (m) If the employee dies during the funding period or the self-funded leave period the life insurance (death benefit) will be based on 80% of the employee's salary.

If the employee becomes disabled during the funding period, the LTD benefit payable will be calculated based on received salary (80% of normal salary) and will remain at that (reduced) benefit amount until the earlier recovery, death or age 65.
- (n) If the employee becomes disabled during the self-funded leave period, the employee will be eligible for waiver of premium and LTD premium payments following the elimination period from the scheduled return to work date. (This is because the employee is eligible to receive either the lump sum payment or regular paydays at 80% of normal salary during the leave period). The member must have been totally disabled for an

uninterrupted period equal to the waiting period and be totally disabled on the date scheduled to return to full-time work with the Employer. The LTD benefits payable will be calculated based on the received salary level (80% or normal salary) and will remain at that (reduced) benefit amount until the earlier of recovery, death or age 65. If an employee becomes disabled during the funding period at the leave period, LTD benefit payments will be based on 66 2/3% of the received salary (80%). This would apply for the duration of the disability until the employee reaches 65 years of age even if the employee intended to return to 100% of salary after the leave period.

- (o) If an employee decides not to return to RSC after the leave, the Employer must be notified in writing as soon as possible but not later than one (1) month before the expiration of the leave. Upon receipt of the employee's resignation, all monies owed would be calculated and paid out as per the standard "end of employment" process.
- (p) An employee may withdraw from the plan during the funding period or during the leave period. During the funding period, an employee must be actively at work to request withdrawal from the self-funded leave plan. A written request must be made to the Employer at least four (4) weeks in advance of the date the withdrawal from the plan is to take effect.

Withdrawals during the funding period will be considered up to the time of another employee being appointed to the applicant's substantive position.

Withdrawals during the leave period will be at the discretion of the Employer and will be considered only in cases of emergency on the basis of individual merit e.g., financial hardship, serious illness of the participant or a family member of the participant or other extenuating circumstances. If an employee on leave becomes disabled, withdrawals from the self-funded leave plan are not permitted. Employees must return to active work before benefits would be based on 100% of normal salary. The Employer will not unreasonably deny such withdrawals.

- (q) Upon withdrawal from the plan, the accumulated deductions for the plan plus accrued interest will be paid to the employee by the Employer in a lump sum. The same conditions for repayment shall apply to employees, who are terminated, retire or leave the employ or RSC before the leave period begins.
- (r) In the case of salary increases during the year of the Self-funded leave the employee will only receive such increase on return to the Centre with no retroactivity.

- (s) Employees will not be allowed to apply for job postings during the leave period until the 11th month of the above period and only after filing notice with the Employer to be considered.

15.15 Family Caregiver Leave

The following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time, permanent, or term contract.

Family caregiver leave will be granted to employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate.

Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with the *Employment Standards Act, 2000*.

An employee on family caregiver leave shall continue to accumulate seniority and service.

An employee on family caregiver leave shall be reinstated to their former duties upon their return from leave.

The employee and employer shall continue to pay their respective shares of the benefits and pension premiums.

15.16 Critically Ill Childcare Leave

The following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

Employees shall be granted up to 37 weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with the *Employment Standards Act, 2000*.

An employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority.

An employee is on Critically Ill Child Care Leave shall be reinstated to their former position upon their return from leave.

The employee and employer shall continue to pay their perspective shares of the benefits and pension premiums.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The following days shall be designated as Statutory Holidays:

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

16.02

- (a) When a Statutory Holiday falls on an employee's (except casual employees, RPT employees) regularly scheduled work day and the employee works such day the employee shall be paid at the rate of 1.5 times their straight time pay and earn one additional day at straight time which will be applied to the employee's Statutory Holiday Bank. Such day shall be taken at a time mutually agreed upon by the parties within ninety (90) calendar days following the Statutory Holiday, or as otherwise mutually agreed to, but not to exceed twelve (12) months from the date of the subject Statutory Holiday. The Employer shall make every effort to accommodate the employee's request for a specific day or days off. Where requested the Employer shall provide in writing a list of those dates which would not be agreeable to the Employer together with explanation, but where the parties are unable to mutually agree, the Employer shall determine the date(s) on which the time off is to be taken.
- (b) Where a Statutory Holiday falls on a day other than an employee's (except casual employees, RPT employees) regularly scheduled work day and the employees does not work, the employee shall have one additional day credited to their Statutory Holiday Bank.
- (c) Where an employee (except casual employees, RPT employees) works in addition to their regularly scheduled hours on any paid holiday the employee will be paid double their regular rate of pay for those additional hours.
- (d) Where an employee works on Christmas, Boxing Day or New Year's Day, the employee shall be paid double their regular rate of pay for all hours worked.

16.03 Where a Statutory Holiday falls within the employee's vacation period the Statutory Holiday will be applied to the vacation period and such day shall not be deducted from the employee's vacation bank.

16.04

- (a) The above Articles apply to full-time Youth Counsellors, subject to the conditions contained therein.
- (b) In either time or money, accrual for statutory holidays will not exceed eleven (11) days per year.
- (c) Casual employees who work on a statutory holiday shall be paid 1.5 times their straight time pay for hours worked plus pay equivalent to one day at straight time based on the averaged hours worked in the previous four weeks.

Casual employees who do not work on a statutory holiday will be paid wages equivalent to one day at straight time based on the averaged hours worked in the previous four weeks.

ARTICLE 17 - VACATIONS

- 17.01** Full-time employees with less than 2,080 hours of continuous service with the Centre shall accrue one and one-quarter ($1\frac{1}{4}$) day of vacation per month of service with pay, consisting of 6% of their earnings for all hours worked during the period immediately preceding a vacation.
- 17.02** Full-time employees with excess of 2,080 hours of continuous service with the Centre shall accrue one and two-third ($1\frac{2}{3}$) day per month of service with pay, that is twenty (20) days vacation for each year of continuous service, equal to eight percent (8%) of their earnings for all hours worked during their vacation year.
- 17.03** Full-time employees who have in excess of 16,640 hours continuous service shall accrue vacation at the rate of twenty-five (25) days per year, or, two and one-twelfth ($2\frac{1}{12}$) days for each year of continuous service, equal to ten percent (10%) of their earnings for all hours worked during their vacation year.
- 17.04** The vacation entitlement and vacation pay for RPT employees shall be determined with reference to Article 17.01, 17.02, 17.03 and in that proportion to which their hours of work bear to the annual hours of work of a full-time employee.
- 17.05** Where an employee chooses, with the consent of the Centre, to delay vacation time for one year or more the pay entitlement set out in Article 17.02 or 17.03 shall be based on the earnings for the year(s) in which the vacation was taken.

Vacation time will be taken as scheduled by the Centre in accordance with the following procedure. No later than April 1st of each year, the Centre shall post notices on which employees will note their preferences for vacation time. The notices will be removed April 15th and the Centre shall schedule the vacations giving preference to employees with greater seniority where preference can be given. The final schedule shall be posted by April 30th. Any changes to the schedule shall be made by mutual consent.

- 17.06** The Employer agrees to provide, every three (3) months, a written record of each employee's accrued vacation, accrued statutory holidays, and accrued sick days. Included in such a report will be all the vacation, sick leave, and statutory holidays used by the employee in the current fiscal year.
- 17.07** An employee who leaves the employ of the Centre without giving two (2) weeks advance notice, shall receive in lieu of the aforesaid vacation pay, the amount provided under *The Employment Standards Act_2000* and Regulations issued thereunder. The Employer agrees to provide, every three (3) months, a written record of each employee's accrued vacation.
- 17.08** Employees shall be entitled to carry over a maximum of ten (10) days' vacation credits from one fiscal year to the next. Upon request, an advance against future accrual of vacation days may be granted by the Centre and shall not be unreasonably denied.

ARTICLE 18 - SALARIES

- 18.01** Attached hereto and forming part of this Agreement is the employee classification and salary schedule. The Centre shall pay its employees in accordance with Schedule I of this Agreement.
- 18.02** Employees remaining in the same classification will receive an increment after 2,080 hours service in that classification, according to the progression of rates to maximum as set out in Schedule I. The employee will receive incremental increases thereafter for each period of 2,080 hours of continuous service until the employee reaches the maximum for the classification.
- 18.03** A full-time employee who is promoted to a higher rated classification within the bargaining unit will be placed on the scale of the higher rated classification so that the employee shall receive the rate which represents one (1) increment in addition to the rate of pay which is equal to or above the rate of pay enjoyed by the employee prior to promotion. In recognition of this promotional increase the employee will receive incremental

increases after each period of 2,080 hours of service until the employee reaches the maximum for the classification.

An employee who is demoted to a lower rate classification will be placed on a position of the scale, which most closely recognizes their experience level recognized on the other scale.

18.04 In Charge Premium

This Article applies to programs legislated or prescribed, to have a person "in charge" of the facility. Front line employees required to be "in charge" of the facility shall be compensated at five percent (5%) of their regular rate for any period where management or coordinators are not on site.

18.05 Mileage Expenses

Employees using their own vehicles with the authorization of the Centre shall be reimbursed a kilometrage allowance of fifty (.50) cents per kilometer. This kilometrage allowance shall be considered reimbursement for all expenses incurred in operating vehicles for the Centre, including public liability insurance. Such liability is to be no less than \$2 million and be insurance for business purposes.

ARTICLE 19 - BENEFITS

19.01 The Centre shall provide the full time and RPT employees with the benefits as described hereunder. The Centre shall provide the full-time and RPT employees with the benefit descriptions of all fringe benefit plans under this Agreement and file with the Union a copy of the policies applicable to the said plans as soon as reasonably possible. Life Insurance, A.D. & D., Extended Health Care, and Dental Care & Vision Care coverage through O.A.C.M.H.C. shall be provided with the Employer paying 100% of premiums, the dental plan coverage shall be at the current Ontario Dental Association rates.

Effective September 23, 2003, the Dental Plan, covering members of the bargaining unit, is amended to add those additional services and procedures which prior to September 23, 2003, applied to the non-Union group. The Employer will pay 100% of the billed premium.

The Employer shall pay \$80.00 for the cost of an eye examination every two years for an employee and dependent members of an employee's immediate family.

Employees who retire from the Centre and who have reached the age of 55 years may elect to continue participation, to the extent allowable under the Centre's plan(s) and at the employees' own cost, in the Extended Health Care, Dental Care and Vision Care coverage through C.M.H.O. until the end of the month in which they reach 65 years of age.

- 19.02** Sick leave credits will be earned by full-time employees on the active payroll of the Centre at the rate of one and one-half (1½) days per month and may be accumulated to a maximum of ninety-eight (98) days credit. It is agreed that sick leave credits may only be claimed where an employee is absent from work due to sickness or injury.
- 19.03** The Centre shall contribute one hundred percent (100%) of the premium cost of life insurance coverage "SSQ Financial Group" on behalf of all eligible full-time employees in the active employ of the Centre and subject to the terms and conditions of the insurance plans.
- 19.04** Eligible full-time employees, as a condition of employment, will enroll in the Healthcare of Ontario Pension Plan(HOOPP) in accordance with the provisions and requirements of the Plan. The employees may voluntarily join the Plan after six (6) months of continuous service. Contributions by the Centre and employees, will be in accordance with the terms and conditions of the Plan.
- 19.05** Employees absent due to illness or injury sustained on the job and covered by Workplace Safety and Insurance Board (WSIB) shall continue to be covered by benefits (except for sick leave) with Employer contributions as set out in the legislation. Following the period set out in the legislation, the employees may continue group coverage with the employee paying total premium costs.
- 19.06** **WSIB Coverage**
- The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA). Full-time employees will have access to sick leave credits and/or Long Term Disability until such time as the employee's claim for benefits is approved by the WSIB.
- 19.07** The Employer shall have the right to change benefit carriers from time to time, but no benefits may be reduced without the written consent of the Union.
- 19.08** **Benefits for Temporary Employees**
- Temporary employees who work on a full-time basis for a period of three (3) calendar months or more shall be entitled to the benefits referred to in

Article 19 and to other entitlements which apply to full-time employees who are not temporary.

It is understood and agreed that employees who work more than one temporary period on a full-time basis shall be required to complete only one elimination or waiting period to be eligible for the benefits referred to in Article 19 and to the other entitlements which apply to full-time employees who are not temporary; subject to the requirements of the carrier.

19.09 Long Term Disability Plan

The Employer shall pay one hundred percent (100%) of the billed premium for eligible employees to participate in the Long Term Disability Plan in effect at the Centre on December 8, 2006, dated March 1st, 1992 and amended to April 1, 2005, as provided to the Union in December, 2006. Coverage shall begin January 1, 2007.

ARTICLE 20 - NEW CLASSIFICATION

20.01 Where the Employer intends to introduce a new bargaining unit position into the workplace, the Employer shall provide to the Union, in advance of such introduction, a completed job description and a proposed wage rate or wage grid. In the event that the Union does not agree with the wage rate or wage grid, the Union may request discussion with the Employer or may refer the dispute on wages directly to arbitration in accordance with Article 11 of this Agreement. In the interim, the Employer may post and fill the position subject to the following. The arbitration board shall have the power to set a wage rate or wage grid in addition to any other powers it would otherwise have under Article 11.

Should a higher wage rate or wage grid result from either discussion with the Union or from arbitration, such wage rate or wage grid shall be retroactive to the date the classification was first introduced, and the Employer shall be required to repost the position.

ARTICLE 21 - PAID LEAVE FOR FAMILY RELATED RESPONSIBILITIES

21.01 Article 21.01 does not apply to Casual Employees

Leave with pay of up to five (5) days per fiscal year shall be approved for family related responsibilities including the care of sick members of the immediate family.

ARTICLE 22 - BULLETIN BOARDS

- 22.01** The Centre agrees that notices concerning Union activities may be emailed to staff via Centre email provided the Centre receives an advance copy of each notice, via e-mail as approved by the Executive Director. It is agreed that the Centre may refuse offensive notices.

ARTICLE 23 - LEGAL INDEMNITY

- 23.01** Where an employee is made a party to criminal, civil or quasi-judicial proceedings (excluding arbitration proceedings) by reason of conduct within the scope of this employment, the Centre agrees to retain and pay counsel the legal fees incurred in defending the employee, which shall be dispersed from the Legal Trust Fund (as defined in Article 24.01). The release of the funds shall be upon receipt of written approval from the Union President (or their delegate) and an authorized Centre representative.

If an employee is found guilty of an illegal or unlawful act by a court of law (including appeals), this Article will not apply. Legal costs will be underwritten by the Centre in cases of assault where, in the Centre's view or in the view of an arbitrator, the assault was a reasonable response to a physical attack by a client even though they may have been found guilty in a court of law.

- 23.02** The employee agrees to discuss with the Executive Director the clinical aspect of any matter, prior to laying criminal charges against a resident.

ARTICLE 24 - LEGAL TRUST FUND

- 24.01** The parties agree to the creation of a Legal Trust Fund for the purpose of paying legal fees payable under Article 23.01, which will be funded through equal payments by the Centre and the employees in the amount of one dollar (\$1.00) per week per employee and evenly matched by the Employer. It is understood that the Centre will advance funds for payment of legal fees payable under Article 23.01 until there are sufficient funds to reimburse the Centre. The Trust Fund deductions, made through payroll deductions, shall have a ceiling of \$50,000 after which deductions will cease.

In the event the Legal Trust Fund is utilized, deductions shall be made, along with the Employer matching contributions, until the Fund including contributions from both parties has again reached the maximum \$100,000.

In the event an employee is found innocent, the Employer shall reimburse the fund at the rate of 100%. The cost of administration creation and setting up will be first charge on the Fund.

ARTICLE 25 - NOTICES

25.01 Any notices in writing which either party gives to the other shall be by personal service or by registered mail, postage prepaid, addressed as follows:

To the Centre:

The Roberts/Smart Centre
1737 Woodward Drive, Suite #104
Ottawa, Ontario
K2C 0P9
Attention: Executive Director

To the Union:

CUPE Local 2376
P.O. Box 35028
RPO Westgate
Ottawa, Ontario
K1Z 1A2

25.02 Any notice mailed by registered mail shall be deemed given as of the date of mailing. The registration receipt shall establish the date of mailing.

25.03 The representative of a party receiving a notice by personal service from the other party shall acknowledge such receipt by signing their name and by returning the copy to the party giving the notice.

25.04 The Centre or the Union may change its address for service of notice at any time by written notice in accordance with Article 25.01.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall be effective from the 1st day of April, 2022 and continue in effect until the 31st day of March, 2025 and shall continue automatically thereafter for a further period of one (1) year unless either party notifies the other in writing during the period of ninety (90) calendar days prior to the expiration date that it desires to amend or terminate the Agreement.

Signed electronically by the Parties.

FOR THE CENTRE:

Catherine Van Vliet
Catherine Van Vliet (Jul 5, 2023 13:36 EDT)
Catherine Van Vliet

Catharine Helsby (for Nancy Laframboise)
Catharine Helsby (for Nancy Laframboise) (Jul 5, 2023 14:06 EDT)
Nancy Laframboise

Shannon Flynn
Shannon Flynn (Jul 5, 2023 14:39 EDT)
Shannon Flynn

FOR THE UNION:

Eric Bergeron
Eric Bergeron (May 31, 2023 15:59 EDT)
Eric Bergeron

Omar Alhattab
Omar Alhattab (May 26, 2023 14:43 EDT)
Omar Alhattab

Kristen Henry
Kristen Henry (May 29, 2023 10:10 EDT)
Kristen Henry

Garth Hamilton
Garth Hamilton (May 26, 2023 14:15 EDT)
Garth Hamilton

Drew Haughton
Drew Haughton (May 26, 2023 14:01 EDT)
Drew Haughton

SCHEDULE I – WAGES

Salary and Wage Scale for Youth Counsellor I and Youth Counsellor II at April 1, 2022							
YOUTH COUNSELLOR I							
		01-Apr-22		01-Apr-23		01-Apr-24	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
1-129 SHIFTS	0 hrs	\$26.02	\$54,123.26	\$26.67	\$55,476.35	\$27.34	\$56,863.25
130-260 SHIFTS	1032 hrs	\$28.18	\$58,622.72	\$28.89	\$60,088.29	\$29.61	\$61,590.50
After 1 year	2080 hrs	\$29.68	\$61,737.73	\$30.42	\$63,281.17	\$31.18	\$64,863.20
After 2 years	4160 hrs	\$29.93	\$62,256.90	\$30.68	\$63,813.32	\$31.45	\$65,408.65
After 3 years	6240 hrs	\$30.52	\$63,489.92	\$31.29	\$65,077.17	\$32.07	\$66,704.10
After 4 years	8320 hrs	\$31.05	\$64,593.15	\$31.83	\$66,207.98	\$32.63	\$67,863.18
After 5 years	10400 hrs	\$31.87	\$66,280.45	\$32.66	\$67,937.46	\$33.48	\$69,635.90
YOUTH COUNSELLOR II							
		01-Apr-22		01-Apr-23		01-Apr-24	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
After 5 years	10400 hrs	\$32.79	\$68,205.70	\$33.61	\$69,910.84	\$34.45	\$71,658.61

The following table outlines the percentage of salary on which deductions, premiums and benefits are based or calculated.

Year	1	2	3	4	5
Deduction from pay to Plan Account	20% of earned salary	20% of earned salary	20% of earned salary	20% of earned salary	0%
Income Tax deduction based on	80% of salary	80% of salary	80% of salary	80% of salary	80% of salary
CPP deducted based on	80% of salary	80% of salary	80% of salary	80% of salary	80% of salary
EI deducted based on	100% salary	100% salary	100% salary	100% salary	0
Pension deducted based on	80% of salary	80% of salary	80% of salary	80% of salary	80% of salary
LTD benefits based on 80% of salary	Benefits based on 80% of salary	Benefits based on 80% of salary	Benefits based on 80% of salary	Benefits based on 80% of salary	100% premiums employee paid or opted out
Health and Dental deductions	100% of salary	100% of salary	100% of salary	100% of salary	100% employee paid or opted out
Life benefits based on	80% of salary	80% of salary	80% of salary	80% of salary	80% of salary
Seniority deducted based on	100% hours worked	100% hours worked	100% hours worked	100% hours worked	0
Vacation earned based on	100% salary	100% salary	100% salary	100% salary	0
Sick leave based on	100% salary	100% salary	100% salary	100% salary	0
Union Dues	80% of salary	80% of salary	80% of salary	80% of salary	80% of salary

:kd/cope 491
February 5, 2020

Revised : mw*cope 491
June 14, 2022

Without Prejudice

LETTER OF UNDERSTANDING

BETWEEN

ROBERT SMART CENTRE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2376

Re: Requests for Transfer by Full-time BU employees

Without prejudice, the Centre will consider and grant, a request for a transfer to an equivalent vacant position (within the same “silo” of “residential”, “day treatment” or “community”) from a full-time employee (Youth Counsellor), provided that the transfer does not negatively impact either program nor are there ongoing, documented performance issues. Each request will be reviewed and the granting or refusal of the request will be documented in the employee’s personnel file. A copy of the reasons may be requested by the Union. A request will not be unreasonably denied.

Signed electronically by the Parties.

FOR THE CENTRE:

Catherine Van Vliet
Catherine Van Vliet (Jul 5, 2023 13:36 EDT)
Catherine Van Vliet

Catherine Helsby (for Nancy Laframboise)
Catherine Helsby (for Nancy Laframboise) (Jul 5, 2023 14:06 EDT)
Nancy Laframboise

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Kristen Henry

Garth Hamilton
Garth Hamilton (May 26, 2023 14:15 EDT)
Garth Hamilton

Drew Haughton
Drew Haughton (May 26, 2023 14:01 EDT)
Drew Haughton

lb*cope 491
mh/cope491 revised