

COLLECTIVE AGREEMENT

BETWEEN

YOUTHLINK

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2192

APRIL 1, 2021 TO MARCH 31, 2025

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE 1 – PURPOSE.....	4
ARTICLE 2 – DEFINITIONS.....	4
ARTICLE 3 – RECOGNITION	6
ARTICLE 4 – NO DISCRIMINATION.....	8
ARTICLE 5 – UNION SECURITY AND CHECKOFF	9
ARTICLE 6 – MANAGEMENT RIGHTS	10
ARTICLE 7 – UNION REPRESENTATION	11
ARTICLE 8 – UNION MEETINGS	13
ARTICLE 9 – UNION REPRESENTATION ON BOARD COMMITTEES.....	13
ARTICLE 10 – NO STRIKES - NO LOCKOUTS.....	14
ARTICLE 11 – GRIEVANCE PROCEDURE.....	14
ARTICLE 12 – POLICY GRIEVANCES	15
ARTICLE 13 – ARBITRATION	17
ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	18
ARTICLE 15 – TIME LIMITS	19
ARTICLE 16 – PROBATION	20
ARTICLE 17 – SENIORITY	21
ARTICLE 18 – SUPERVISION AND EVALUATION	24
ARTICLE 19 – LAYOFF AND RECALL	25
ARTICLE 20 – JOB POSTING AND TRANSFERS	28
ARTICLE 21 – HOURS OF WORK & OVERTIME FOR ALL EMPLOYEES EXCEPT FOR THE RESIDENCE, THE YOUTH TRANSITIONAL SHELTER AND HOUSING PROGRAM AND PATHWAYS TO EDUCATION PROGRAM	31
ARTICLE 22 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT THE RESIDENCE	33
ARTICLE 23 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT YOUTHLINK – PATHWAYS TO EDUCATION PROGRAM.....	36
ARTICLE 24 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT THE YOUTH TRANSITIONAL SHELTER & HOUSING PROGRAM	38

ARTICLE 25 – RESIGNATION..... 40
ARTICLE 26 – PAID HOLIDAYS..... 40
ARTICLE 27 – VACATIONS..... 42
ARTICLE 28 – SICK LEAVE..... 44
ARTICLE 29 – LEAVES OF ABSENCE..... 46
ARTICLE 30 – COMPASSIONATE LEAVE..... 48
ARTICLE 31 – PREGNANCY, PARENTAL, PATERNITY & ADOPTION LEAVE..... 50
ARTICLE 32 – EMPLOYEE PROTECTION 55
ARTICLE 33 – EMPLOYEE DEVELOPMENT..... 55
ARTICLE 34 – REIMBURSEMENTS..... 56
ARTICLE 35 – WAGES 57
ARTICLE 36 – HEALTH AND WELFARE BENEFITS 61
ARTICLE 37 – UNION MANAGEMENT COMMITTEE 62
ARTICLE 38 – HEALTH AND SAFETY 63
ARTICLE 39 – DURATION OF AGREEMENT 63
LETTER OF UNDERSTANDING #1..... 65
LETTER OF UNDERSTANDING #2..... 66
LETTER OF UNDERSTANDING #3..... 66

PREAMBLE

YOUTHLINK exists “to address the needs of youth, by providing a multi-faceted service that responds to their developmental, emotional and social needs and to advocate on their behalf in the community.”

YOUTHLINK is dependent for its continual operation on the goodwill and financial support of the public and is a non-profit charitable organization with a Board of Directors who serves on a voluntary basis.

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Employer and the Union, to provide a method for the prompt and equitable adjustment of complaints and grievances of Employees and disputes between the Parties, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all Employees of the Employer who are subject to the provisions of this Agreement.

ARTICLE 2 – DEFINITIONS

2.01 The term “Employee” or “Employees” as used in this Agreement shall be deemed to mean only those persons who are included in the bargaining unit as defined in Article 3 of this Agreement.

2.02 The term “Union” as used in this Agreement shall be deemed to mean the Canadian Union of Public Employees Local 2192.

2.03 The term “Local” as used in this Agreement shall be deemed to mean Local # 2192 of the Canadian Union of Public Employees.

2.04 The term “Employer” as used in this Agreement shall be deemed to mean YOUTHLINK.

2.05 When attendance at meetings is considered “paid work time” for Employees as specified in Article 7.03 (grievance and arbitration procedures), 9.03 (Board Committees), 19.02 (Layoffs & Recall) and 37.02 (b) (Union Management Committee) of this Agreement, said Employees shall be compensated for attendance at said meetings in either of the following ways:

- (a) When the meeting is held at a time when the Employee concerned is scheduled to be at work, said Employee shall be granted time off without loss of pay to attend said meeting,
- (b) When the meeting is held at a time when the Employee concerned is not scheduled to be at work, said Employee shall be granted equal time off for all time spent in attending said meeting. Said compensatory time shall be taken at a time arranged by the Employee's immediate Manager, in consultation with the Employee concerned.

2.06 The term "calendar month" or "calendar months" as used in this Agreement shall be deemed to be the period of time between one (1) date in a month and the same date in the succeeding month or designated number of months hence. When there is no such date in the succeeding month or designated number of months hence, the applicable date shall be the last day of said month.

2.07 The term "job classification" or "job classifications" as used in this Agreement shall be deemed to refer to the following job classifications:

1. Counsellors
2. Residential Counsellor
3. Senior Residential Counsellor
4. Residential Night Counsellor
5. Family Support Worker
6. Community Outreach Worker
7. Receptionist/Administrative Assistant
8. Wraparound Facilitator
9. Student Parent Support Worker
10. Program Facilitator
11. School – Based Mental Health Specialist
12. Queer/Trans Group Facilitator
13. Sleep Night Counsellor
14. Walk-in & Intake Worker
15. Receptionist
16. Youth Transitional Support Worker
17. Student Development Worker
18. Case Manager
19. Shelter Youth Worker
20. Housing Worker
21. Housing Support Worker

- 22. Data Analyst and Research
- 23. Community Engagement and Client Programming Specialist
- 24. Youth and Family Therapist
- 25. Youth and Family / Trauma Therapist

Note: Should new jobs be established that are covered by the Collective Agreement the union shall be notified.

- 2.08 The term “parties” as used in this agreement shall be deemed to mean both the Employer and the Union.
- 2.09 The term “Special Projects” as used in this Agreement shall be deemed to mean funding from monies other than those monies in the Employer’s budget, which cover the regular ongoing operations of the employer.
- 2.10 The term “Contract Employee” as used in this agreement shall be deemed to mean employees in the bargaining unit who have an employment contract of 12 months or less.
- 2.11 The term “Permanent Employee” as used in this Agreement shall be deemed to mean employees in the bargaining unit who have been with YOUTHLINK for more than 12 months or those who have been hired into a permanent position and have completed their probationary period. However, Employees who are employed continuously for more than 12 months but in different temporary positions will not be deemed to be permanent until they have completed a total of 24 months of continuous employment. Temporary employment in a single position may be extended up to a total of 18 months without becoming permanent. Subject to the exceptions in Article 3.03, such employees who have been with YOUTHLINK for more than 12 months shall be covered by the terms and provisions of the Collective Agreement save and except Articles 14 and 19.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of YOUTHLINK, employed at its facilities known as YOUTHLINK in the City of Toronto, save and except Managers and positions above the rank of Managers; Finance Assistant, and Human Resources Generalist.

- 3.02 The Employer shall not, so long as the Union continues to be entitled to represent Employees in the bargaining unit, bargain with, or enter into a Collective Agreement with, any person or another trade union on behalf of, or purporting, designed or intended to be binding upon, the Employees in the bargaining unit or any of them.
- 3.03 The parties agree that the term “temporary employees” as used in this Collective Agreement shall be deemed to mean those persons employed by the employer on a temporary basis for an agreed to term. If an employee’s temporary employment continues unbroken to permanent employment in accordance with Article 20, and the Employee successfully completes the probationary period, the Employee shall be credited with the time spent as a Temporary Employee in accruing seniority.
- (a) Persons hired by the Employer to work on a special project for an agreed term of six (6) months or less shall be considered members of the bargaining unit and shall be covered by the terms and provisions of the Collective Agreement save and except Articles 19 and 36.
 - (b) Persons hired by the Employer to replace a Permanent Employee who is absent due to pregnancy and/or parental leave, or extended leave of absence may be employed for a period of up to twenty-four (24) months. Such Temporary Employee shall be considered members of the bargaining unit and shall be covered by the terms and provisions of the Collective Agreement save and except Articles 19 and 36.
 - (c) Persons hired by the Employer to replace a Permanent Employee who is absent due to illness or injury can be employed for a period of up to twenty-four (24) months. Such Temporary Employees shall be considered members of the bargaining unit and shall be covered by the terms and provisions of the Collective Agreement save and except Articles 19 and 36.
 - (d) Persons hired by the Employer to work on a special project for an agreed term in excess of six (6) calendar months shall be considered members of the bargaining unit and shall be covered by the terms and provisions of the Collective Agreement save and except Articles 14 and 19. Funding for such special projects shall be specifically from monies other than those monies in the Employer’s budget, which cover the regular ongoing operations of the Employer. Upon the expiration of such project, the

Employer shall make reasonable efforts to provide notice of termination of employment in accordance with Article 14.04 b) i) and ii) and to transfer the employee concerned to a vacant position provided if, in the opinion of the employer, said Employee has the necessary skills and is able to perform the work of said vacant position efficiently and competently. In the event the Employee affected by the expiration of this special project is not transferred to a vacant position, said employee shall have their employment terminated. Any such Employee terminated during the course of the project shall receive one (1) weeks' notice or pay in lieu thereof. Terminations in either circumstance shall not be grievable. If the special project continues and the employee has been in the position for one (1) continuous year, they will become a permanent employee and subject to all Articles in the Collective Agreement. The parties agree when there is an extension to the special project the position does not have to be reposted and the Local Union will be informed in writing.

- (e) Persons hired on a casual basis to deal with irregular work needs, or short-term absenteeism shall not be considered members of the bargaining unit or covered by the terms of the collective agreement. A casual employee is an employee without a regular ongoing schedule who is employed on an ad hoc basis.

3.04 The Parties agree that the positions of consulting psychiatrist, consulting psychologist, other professional consultants, mentors, youth leaders, peer tutors, community connectors, cleaning staff, maintenance staff, translation, childcare, and site support which are occupied by persons engaged on a fee-for-service basis are excluded from the bargaining unit. It is understood and agreed upon by the Parties that the professional consultants referred to in this Article shall not perform work, which is normally performed by Employees in the bargaining unit.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall 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 any Employee's activity or lack of activity in the Union, or because an Employee exercises their rights under the Ontario Labour Relations Act.

- 4.02 The Employer and the Union agree to abide by the Ontario Human Rights Code as amended from time to time and YOUTHLINK'S Workplace Harassment & Anti-Discrimination Policy.
- 4.03 The Employer and the Union acknowledge that they are obligated to cooperate in making efforts to accommodate disability up to the point of undue hardship. It is understood that an Employee must be able to carry on the essential duties and requirements of the job and that the Employer is not required to incur costs which would cause undue hardship. The parties agree that any accommodation to a permanent position that the Employer provides under this provision will not be a vacancy under Article 20, nor will it be posted as long as the Employee being accommodated remains in that position.

ARTICLE 5 – UNION SECURITY AND CHECKOFF

- 5.01 The Parties hereto mutually agree that any Employee covered by this Agreement may become a member of the Union if the Employee wishes to do so and may refrain from becoming a member of the Union if the Employee so desires.
- 5.02 The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied uniformly by the Union on all its Members.
- 5.03 Deductions shall be made each month and shall be forwarded to the National Secretary/Treasurer of the Union not later than the 10th day of the following month, accompanied by a list of the names, addresses, phone numbers and classifications of Employees from whose wages the deductions have been made and the total gross regular wages paid to the Employee on the list. A copy of this list shall be forwarded by the Employer to the Secretary/Treasurer of the Local.
- 5.04 At the time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.
- 5.05 This check off of Union dues shall continue during the lifetime of this Agreement or any renewal thereof and shall be continued throughout any period during which the Parties are engaged in negotiations with a view to making a new Agreement.

5.06

- (a) At the time of hiring, the Employer agrees to acquaint each new Employee with the fact that a Collective Agreement is in effect. The Employer will provide the new Employee with a copy of the Collective Agreement.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee, who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting will take place on the Employer's premises at a time and location designated by the Employer for such meeting.

5.07 The Employer agrees to notify the Local, in writing, of the name of each new Employee at the time of hiring of each such Employee.

5.08 Within twenty (20) working days of the date of signing of this Agreement, the Employer shall provide all Employees with a copy of this Agreement. The Employer shall provide the Union with up to a maximum of seventy-five (75) copies of the Collective Agreement. One-half (½) of the cost of producing copies of the Collective Agreement will be paid by the Employer and one-half (½) of the cost will be paid by the Union. The Collective Agreement will be printed in a unionized printing shop.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of the Employer to supervise, direct and control the Employer's operations, subject to the terms and provisions of this Agreement, and without limiting the generality of the foregoing, such functions shall be deemed to include the right to:

- (a) maintain order and efficiency and to make, enforce and alter, from time to time, reasonable rules and regulations to be observed by Employees;
- (b) employ new personnel, select for newly created or vacant positions, promote, classify, transfer, lay-off, and recall Employees and discharge, suspend, demote or otherwise discipline Employees for just cause, provided that all of the aforementioned management rights are subject to the Employees' right to grieve as set out in this Agreement;

- (c) determine the nature and kind of services conducted by the Employer, the locations of service, equipment and materials to be used, the methods of work, the content of jobs, the schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of services or any part thereof;
- (d) continue its present practice of using volunteers and students in the delivery of direct service;
- (e) determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (f) use casual workers, volunteers and individuals participating in sponsored work programs where such participation in the agency does not result directly or indirectly in the displacement, layoff or reduction in regular hours of work for bargaining unit members.

6.02 The Employer agrees that the management rights referred to in Article 6.01 above shall be exercised in a manner consistent with the terms and provisions of this Agreement. A claim that the Employer has exercised these rights in a manner inconsistent with the terms and provisions of this Agreement may be made the subject of a grievance and be dealt with under the Grievance and Arbitration Procedures provided for herein.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Local to select Employees as Local Representatives, to determine the areas of responsibility of each such Representative. The Local agrees that no more than five (5) Representatives will be designated to deal with the investigation and processing of complaints and grievances raised by individual Employees and that no more than five (5) Local Representatives will be designated by either party for collective bargaining. Additionally, the Union's National Representative shall be involved at the bargaining table and the Union recognizes the Employer's right to the services of their legal counsel or consultant.

7.02 The Local shall notify the Employer, in writing, of the names of its Representatives and of their respective areas of responsibility. In cases where designates are used to replace Local Representatives, the Employer will be notified in advance. The Employer shall not be required to recognize any Local Representatives or their designates until it has been so notified.

7.03 It is understood that Employee(s) with complaints, grievor(s) and Local Representative(s) or their designates have their regular work to perform on behalf of the Employer. If it is necessary for Employee(s) with complaints, grievor(s) and/or Local Representative (s) to investigate complaints or grievances during their scheduled working hours, they shall be granted time off without loss of pay, but they shall not leave work without first obtaining permission from their immediate manager. Such permission shall not be unreasonably withheld.

When Employee(s) with complaints, grievance(s) and/or Local Representative(s) or their designates attend meetings with the employer pursuant to the Grievance and Arbitration Procedure, set out in Articles 11 and 12 herein, said attendance shall be considered paid work time for the Employees concerned.

7.04 Upon request, the Employer shall provide the Local or a Representative of C.U.P.E. with information reasonably necessary to collective bargaining between the Employer and the Union regarding job descriptions, job evaluation forms, job classifications, wage rates, pension and welfare benefit plans, mileage rates, paid holidays, vacations, sick leave, leaves of absence and Employee development.

7.05 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer of the Employer or the Chief Executive Officer's authorized Deputy and the appropriate Union Representative.

7.06 At each physical location, the Employer shall provide the Union with adequate space for the posting of Union notices. Prior to posting such notices, Local Representatives shall obtain approval to do so from the Chief Executive Officer. Such approval shall not be unreasonably withheld.

- 7.07 A CUPE National Representative or full-time executive of the union shall have reasonable access to the Employer's premises upon request and such request shall not be unreasonably denied. Requests will be in order to attend at membership meetings, investigation and handling of grievances, and to attend Labour Management meetings when the local so requests.

ARTICLE 8 – UNION MEETINGS

- 8.01 The Employer agrees that Employees employed at each physical location shall have the right to hold meetings at said physical location, and that the Employees and Local shall have the right to hold meetings at the Employer's Main Office, provided such meetings are held at a time when those Employees attending are not scheduled to be at work and permission for such meetings is first obtained from the Chief Executive Officer. Such permission shall not be unreasonably withheld. It is understood that the use of Employer premises is restricted to reasonable use.

ARTICLE 9 – UNION REPRESENTATION ON BOARD COMMITTEES

- 9.01 YOUTHLINK is a voluntary organization. As such, it is committed through its history and philosophy, to the principle that policy is made by members of the community, serving in a volunteer capacity. Involvement by Employees in this policy making process is always subject to the limitation that volunteers retain a voting majority in any policy making group within the Association and/or the Employer.
- 9.02 No Employee may sit on more than one (1) Board Committee.
- 9.03 (a) The Union will elect or appoint a member to attend Board meetings as an observer with non-voting privileges. Attendance at such Board meetings will be considered paid work time for the Employee designated, The President reserves the right to request the Employee to leave a Board meeting when Employee matters or other "in camera" matters are being discussed.

- (b) In addition, Employees may request permission from the Board President to attend meetings of the Board of Directors as observers, without voting privileges. Such permission shall not be unreasonably withheld but shall be limited as to numbers. Attendance at such Board meetings shall not be considered paid work time for the Employees concerned. The President reserves the right to request any Employee to leave a Board meeting when Employee matters are being discussed.

ARTICLE 10 – NO STRIKES - NO LOCKOUTS

- 10.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 It is the intent of this Agreement that an earnest effort be made by both parties to settle as quickly as possible any complaints or differences between the parties arising from the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 11.02 An Employee who believes they have a complaint or a difference (as described in Article 11.01) shall first discuss the complaint or difference with their Manager within seven (7) working days of the situation giving rise to the complaint or difference. The Manager then has three (3) working days to respond with a decision.
- 11.03 Grievances shall be processed in the following manner and sequence:

Step 1

Once the Manager has communicated a decision or manager fails to deliver a decision within the total of 10 days allotted in 11.02 above, and the complaint or difference is not satisfactorily settled, the Employee has an additional ten (10) working days to file a grievance in writing with the Employee’s Manager, signed by the Employee and a Union Steward, stating the nature of the grievance, the section or sections of the Collective Agreement that are alleged to have been violated, and the redress sought.

Within three (3) working days of receipt of the grievance, the grievor's immediate Manager shall hold a meeting with the grievor and one (1) Local Representative in order to discuss the grievance.

Step 2

If the grievance is not settled in a satisfactory manner at Step 1, or if the grievor's immediate Manager fails to deliver a decision in writing within the time limit specified in Step 1, then the grievance may be submitted in writing by the grievor to the Chief Executive Officer within five (5) working days from the date the decision is received or should have been received at Step 1. The Employer shall convene a meeting of the Parties to discuss the grievance within three (3) working days of the filing of the grievance at Step 2. The grievor shall be present at this meeting and shall be accompanied by two (2) Local Representatives. Either Party may have additional representation of not more than two (2) persons provided reasonable advance notice is given to either Party. The Employer shall deliver a decision in writing within seven (7) working days from the date of the meeting.

If the grievance is not settled in a satisfactory manner at Step 2, or if the Employer fails to deliver a decision within the time limit specified in Step 2, then within twelve (12) working days from the date the decision is received or should have been received at Step 2, the Union may submit the grievance to arbitration as hereinafter provided.

ARTICLE 12 – POLICY GRIEVANCES

12.01

- (a) A policy grievance shall be defined as any difference arising directly between the Union and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; or any dispute between the Union and the Employer involving a question of general application or interpretation of this Agreement.
- (b) It is the mutual desire of the parties hereto that complaints and grievances of Employees shall be settled as quickly as possible. It is understood that the Union will give the Employer an opportunity of dealing with a policy complaint or grievance prior to resorting to the grievance procedure outlined below. The employer will investigate and respond within ten working days.

- 12.02 The Union shall have the right to process policy grievances in cases where more than one (1) Employee may be affected, or where a grievance could not otherwise be processed by an individual Employee.
- 12.03 The Union agrees that a policy grievance will not be submitted to circumvent the regular Grievance Procedure provided for in Article 11 of this Agreement. In cases where an Employee has refused to file an individual grievance within the prescribed time limits at either Step 1 or Step 2 of the regular Grievance Procedure after being so requested by the Union, and where the alleged grievance directly affects the interests of other Employees, the Union may submit said grievance as a policy grievance.
- 12.04 The Parties may, by mutual agreement in writing, consolidate individual Employee grievances relating to a particular issue. Such consolidated or group grievances shall be processed in the same manner, as are policy grievances in accordance with the provisions outlined in Article 12.05 of this Agreement.
- 12.05 Policy grievances shall be processed in the following manner and sequence:

Step 1

Where the Union is the grieving Party, the Union shall submit a written grievance, signed by the Local Union President, by registered mail or by personal delivery to the Employer. Where the Employer is the grieving Party, the policy grievance shall be submitted in writing by registered mail or by personal delivery to the designated member of the Executive Committee of the Local. In either case, the policy grievance must be submitted within twenty (20) working days after the occurrence of the event or events, which gave rise to the policy grievance. Within four (4) working days of receipt of the policy grievance, a meeting shall be held between the Employer and one (1) Local Representative who is a member of the Executive Committee of the Local in order to discuss the policy grievance. The Party responding to the policy grievance shall be responsible for convening this meeting within the time limit specified and shall deliver a decision in writing to the grieving Party within four (4) working days from the date of this meeting.

Step 2

If the policy grievance is not settled in a satisfactory manner at Step 1, or if the Party responding to the policy grievance fails to deliver a decision in writing within the time limit specified in Step 1, then the policy grievance may be submitted by the grieving Party within five (5) working days from the date the decision is received or should have been received at STEP 1. Where the Union is the grieving Party, the policy grievance shall be submitted in writing by registered mail or by personal delivery to the Chief Executive Officer. Where the Employer is the grieving Party, the policy grievance shall be submitted in writing by registered mail or by personal delivery to the National Representative of the Union who represents the Local. Within five (5) working days of receipt of the policy grievance, the Party responding to the policy grievance shall convene a meeting of the Parties to discuss said policy grievance. The Union shall be represented at this meeting by the National Representative of the Union who represents the Local and two (2) Local Representatives who are members of the Executive Committee of the Local. Either Party may have additional Representation of not more than two (2) persons provided reasonable advance notice is given to the other Party. The Party responding to the policy grievance shall deliver a decision in writing to the grieving Party within seven (7) working days from the date of this meeting.

If the policy grievance is not settled in a satisfactory manner at Step 2, or if the Party responding to the policy grievance fails to deliver a decision in writing within the time limit specified in Step 2, then within twelve (12) working days from the date the decision is received or should have been received at Step 2, the Union or the Employer, whichever is the grieving Party, may submit the policy grievance to arbitration as hereinafter provided.

ARTICLE 13 – ARBITRATION

- 13.01 It is understood that both Employer and Union wish to settle an issue as quickly as possible in a mutually satisfactory manner. Therefore, after an issue has been referred to Arbitration, either party may propose a mediation process in an effort to resolve the issue. If both parties agree to mediation, an independent mediator agreed to by both parties will be retained and the Employer and the Union will share the cost of mediation equally.

- 13.02 The Party giving notice to proceed to arbitration shall include a list of its choices for a single arbitrator to the other Party. Within five (5) working days of receipt of the notice, the other Party shall advise in writing by registered mail or by personal delivery of the name and addresses of its choices for a sole Arbitrator. The Parties shall endeavor to reach an agreement as to a suitable arbitrator. If the Parties are unable to reach an agreement within thirty (30) days either Party may request that the Minister of Labour of the Province of Ontario, make the appointment of a sole arbitrator.
- 13.03 The sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any Employee affected by it.
- 13.04 The sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the expressed intent of this Agreement.
- 13.05 Each of the Parties to this Agreement will share equally the fees and disbursements of the sole Arbitrator.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 An Employee shall be advised in writing of any disciplinary action of record within twenty (20) working days of the Employer becoming aware of the circumstances giving rise to such action. The Employee concerned shall have the right to affix comments to said written statement of reasons. Any disciplinary notice that is given to any Employee, shall be removed from the Employee's file after eighteen (18) months from the date of issue provided that the Employee has not been disciplined, in any way, during the said eighteen (18) month period. An employee shall have the right to union representation in any meeting in which discipline is issued. The Employer shall inform the employee of this right. Should an employee choose to waive their right to representation, they shall do so in writing. The Employer shall forward such written notice to the Union.
- 14.02 In cases of discharge and suspension, evidence shall be limited to the grounds stated in the discharge or suspension notice.

- 14.03 In the case of just cause, the Employer reserves the right to discharge or suspend the employee immediately, subject to the right of the employee to grieve said discharge or suspension in accordance with the provisions outlined in Article 14.05 below.
- 14.04 In the case of discharge or suspension, for just cause, a claim by an Employee who has completed the probationary period that the Employee has been discharged or suspended without just cause may be made the subject of a grievance. A written statement of such grievance may be lodged by the Employee with the Chief Executive Officer at Step 2 of the regular Grievance Procedure outlined in Article 11.03 herein. Such a discharge or suspension grievance shall be submitted no later than ten (10) working days after the Employee ceases working for the Employer.
- 14.05 Such discharge or suspension grievances may be settled by:
- (a) confirming the Employer's action of discharging or suspending the Employee; or
 - (b) reinstating the Employee to the Employee's former position without loss of seniority and with full compensation for all time lost; or
 - (c) any other arrangement, which is just and equitable in the opinion of the conferring Parties, or Arbitrator, if appointed.
- 14.06 A claim by an Employee who has completed the probationary period that the Employee has been demoted or disciplined without just cause may be made the subject of a grievance and be dealt with under the terms and provisions of the regular Grievance Procedure outlined in Article 11 of this Agreement.

ARTICLE 15 – TIME LIMITS

- 15.01 Any of the time limits specified in Articles 11, 12, 13 and 14 of this Agreement may be extended by mutual agreement of the Parties in writing.

Mutual agreement shall not be unreasonably withheld.

- 15.02 Saturdays, Sundays, holidays, or any other day on which the Employer's offices are closed for regular business, shall not be counted in determining the time limit within which any action is, or may be, taken or completed under the Grievance and Arbitration Procedures outlined in Articles 11, 12, 13 and 14 of this Agreement.

ARTICLE 16 – PROBATION

- 16.01 The purpose of probation is to provide a period of time during which the Employee and the Employer may assess their mutual suitability.
- 16.02 The Employer shall be responsible for providing reasonable orientation and supervision for newly hired Employees during the probationary period.
- 16.03 All newly hired full time Employees will be on probation for a period of six (6) calendar months from the date of commencement of employment. Part Time employees who work in positions where full time employees work 35 hours per week will be on probation until they have worked 910 hours. Part Time employees who work in positions where full time employees work 40 hours per week will be on probation until they have worked 1,040 hours. However, the maximum probationary period for part time employees will be twelve (12) calendar months from the date of commencement of employment.
- 16.04 There shall not be any extension of the probationary period, referred to in Article 16.03 above, unless there is written agreement between the Employer, the Union and the Employee concerned. Any extension of probationary period shall be limited to one (1) three (3) month extension ONLY.
- 16.05 The probationary Employee's immediate Manager shall convene a meeting with the probationary Employee at the midpoint of the probationary period and two (2) weeks prior to the date of termination of the probationary period in order to formally evaluate said Employee's job performance. The immediate Manager shall provide the probationary Employee with a copy of a written evaluation of the Employee's job performance no later than two (2) weeks after the date of said meetings. Said written evaluations shall include specific suggestions as to how the Employee may improve job performance. The probationary Employee shall have the right to affix comments to said written evaluations, which shall then be placed in the Employee's personnel file.

- 16.06 The Employer shall provide the probationary Employee and the Local Union President with written notice of the successful completion of the Employee's probationary period. If no written notice is received by the date of termination of the probationary period, it shall be assumed that the Employee has completed the probationary period and acquired seniority.
- 16.07 All terms and provisions of this Collective Agreement shall apply to probationary Employees including the right to grieve, except that the "standard" of just cause for discharge shall not apply. The employer may discharge a probationary employee at its sole discretion.
- 16.08 It is mutually understood and agreed that the time periods referred to in this Article on Probation will not include time(s) during which the Employee has been absent due to leave or illness for a total period greater than ten (10) working days or when on layoff.

ARTICLE 17 – SENIORITY

- 17.01
- (a) The term "seniority" as used in this Collective Agreement shall be deemed to mean the length of employment with the Employer, computed from the date of most recent hiring by the Employer.
 - (b) Seniority shall be carried over when an Employee changes from one position to another within the bargaining unit.
 - (c) Seniority shall operate on a bargaining-unit-wide basis.
- 17.02 During the probationary period, the probationary Employee will have no seniority. Upon completion of the probationary period, the Employee's seniority shall date back to the date of commencement of employment with the Employer.
- 17.03 Seniority shall accumulate in the following circumstances:
- (a) when absent from work due to layoff, accident, sickness, or disability in which case seniority shall continue to accumulate for a period equal to six (6) calendar months;

- (b) when off the payroll temporarily due to leave of absence, other than maternity leave, then seniority shall continue to accumulate for the first six (6) months calendar months of such leave.
- (c) when absent from work on vacation, paid holidays, or any paid leave of absence;
- (d) when actually at work for the Employer.
- (e) an Employee who is promoted or voluntarily transfers to a position outside the bargaining unit for a period of six (6) months shall continue to accumulate seniority. All seniority will be lost if the Employee does not return to the bargaining unit.

17.04 An Employee shall only lose seniority and shall cease to be employed by the Employer when the Employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged for just cause and such discharge is not reversed through the Grievance Procedure established in this Agreement or through Arbitration;
- (c) is absent from work due to accident, sickness or disability for a continuous period of more than twenty-four (24) calendar months;
- (d) is absent from work due to layoff for a continuous period of more than twenty-four (24) calendar months;
- (e) fails to return to work upon the termination of an authorized leave of absence within two (2) days on which the Employee is scheduled to work, unless unable to do so through sickness or a reason acceptable to the Employer;
- (f) uses a leave of absence for the express purpose of obtaining other full-time gainful employment without first obtaining the consent of the Employer, to be confirmed in writing. Such consent shall not be unreasonably withheld;

- (g) is absent without leave for two (2) consecutive days on which the Employee is scheduled to work, during which time has not contacted the Employer, unless unable to do so through sickness or a reason acceptable to the Employer;
- (h) fails to report to work within fourteen (14) calendar days after being recalled from layoff by the Employer, unless unable to do so through sickness or a reason acceptable to the Employer.

17.05 It is the responsibility of each Employee to notify the Employer of any change in the Employee's home address and/or telephone number.

17.06 The Employer shall maintain a seniority list, which states the following information for each Employee in the bargaining unit:

- (a) Name;
- (b) Current classification as per Article 19.04 herein;
- (c) Date upon which employment with the Employer commenced;
- (d) Date upon which employment in the current classification commenced;
- (e) Total accumulated seniority with the Employer as of the date the list is posted;
- (f) Total accumulated seniority in the current classification as of the date the list is posted.

The seniority list shall be revised every six (6)-calendar months, in March and September of each year. On March 1st and September 1st of each year, a copy of the revised seniority list shall be posted in each physical location, and an electronic copy of said seniority list shall be provided to the Local. If an Employee does not challenge the Employee's seniority standing as indicated on the seniority list within the first fourteen (14) calendar days from the date the seniority list is posted, provided the Employee is at work when the list is posted, then the Employee shall be deemed to have proper seniority standing. In the event the Employee is not at work when the list is posted, the Employee must object to said seniority standing within fourteen (14) calendar days from the date of return to work. The Employer shall make a correction to the seniority list, when applicable, within seven (7) calendar days of the date an Employee notifies the Employer that the seniority standing as indicated on the list is incorrect.

17.07

- (a) Employees shall have access to their own personnel files in the Employer's Main Office. Every Employee shall have the right to examine the contents of their own personnel file, provided that a Representative of the Employer is present while the Employee examines the file, and neither the personnel file nor any document in the file is removed from the Employer's Main Office. Upon request of an Employee, the Employer shall provide the Employee with a photocopy of any document(s) in the personnel file.
- (b) No document shall be placed into an Employees' file without their knowledge. Further, the parties agree to produce relevant documentation to the other party prior to any arbitration hearing related to a grievance.

17.08 Upon request of an Employee, the Employer shall provide letters of reference to prospective employers.

ARTICLE 18 – SUPERVISION AND EVALUATION

- 18.01 The Employer shall be responsible for providing ongoing supervision to Employees throughout the term of their employment. It is understood that the supervisory process will be designed to enhance the job performance of Employees, as well as their professional development.
- 18.02 In addition to being formally evaluated twice during the probationary period as provided under Article 16.05 herein, the employer shall formally evaluate an employee annually thereafter.
- 18.03 Annual evaluations of employees who have completed their probationary period shall be used solely for the purposes of the professional development of the Employees concerned, including applying for internal positions.
- 18.04 Employee shall have the right to affix comments to their annual written evaluation, which shall then be signed by the Employee's immediate Manager. Within two (2) calendar months of such evaluation, a copy of the signed annual written evaluation shall be provided to the Employee, and another copy will be placed in the Employee's personnel file.

- 18.05 The contents of the annual written evaluation shall not be grievable. Nor shall such evaluation be used by the Employer or the Employee in any grievance proceedings, or for the purpose of discipline, suspension or discharge of the Employee by the Employer.
- 18.06 All evaluations are subject to review by the Chief Executive Officer.
- 18.07 Under no circumstances shall the Employer send copies of written evaluations to other employers or to persons seeking references regarding current or former Employees of the Employer, except in any internal hiring process.

ARTICLE 19 – LAYOFF AND RECALL

- 19.01 A layoff shall be defined as a reduction in the work force. The Employer shall notify the Local in writing of a pending layoff at the earliest possible date, but not less than one (1) calendar month prior to the date of a layoff, except in the case of Temporary layoffs under the Employment Standards Act, 2002, in which case the employer will give as much notice as practical.
- 19.02
 - (a) The Chief Executive Officer shall meet with the Executive Committee of the Local to discuss the financial and service circumstances surrounding a proposed layoff and its implementation. Wherever possible, said meeting shall be held prior to the notification of layoff rendered in Article 19.03 herein. The Chief Executive Officer may be accompanied at said meeting by other managerial personnel and/or members of the Board of Directors of the Association. The Employer shall give consideration to, but not be bound by, suggestions or recommendations put forward by the Executive Committee of the Local.
 - (b) Attendance at the meeting referred to in Article 19.02 (a) above shall be considered paid work time for Local Representatives who are members of the Executive Committee of the Local.
- 19.03 Should the layoff be or become indefinite, the Employer shall give notice in writing to the Employee(s) to be laid off as follows:
 - (a) At least one (1) calendar months' notice if the Employee(s) is on probation;

- (b) At least two (2) calendar months' notice if the Employee(s) has completed the probationary period.

Pay in lieu of the notice referred to in sub-sections (a) and (b) above shall be given by the Employer where there is insufficient work to permit the Employee(s) concerned to work out the notice period.

19.04 Layoffs and recalls shall be in order of seniority, provided that the senior Employee retained or recalled has the necessary skills and is able to perform the work efficiently and competently.

19.05

(a) Prior to the actual lay-off of an Employee or Employees, the Employer will identify the least senior Employee(s) within the affected position to be laid off based on seniority in effect as of that date within the bargaining unit.

- i) The affected Employee will be reassigned to a vacant position provided the Employee has the necessary skills, competence and efficiency and is able immediately to perform the work of the position, or
- ii) failing which, displace the least senior Employee with lesser seniority in the same classification, or
- iii) failing which displace the least senior Employee with lesser seniority in the same payband as their prior position.
- iv) failing which, displace the least senior Employee in the next lower payband and so on until a job is identified.

Failing which the employee will be laid off.

All displacements are subject to the Employee having the preferred or required qualification, skills, competence and efficiency and that the Employee is able to perform the work of the position. The preferred or required qualifications shall not be changed for the purpose of allowing or disallowing the displacement of a less senior Employee during the application of this article;

- v) The employee may choose to accept the layoff with the right of recall;

- vi) Where the Employer indicates a permanent layoff, the Employee may choose to accept severance equal to one (1) week of pay for each year of employment. In such cases the employment is terminated, and the Employee loses all seniority and right to recall.
 - vii) Any Employee with more seniority in the same job classification can choose to accept the permanent layoff without the right to recall, with mutual agreement.
 - viii) Where two (2) or more Employees commenced work on the same day, preference shall be given in accordance with the date of the offer of employment.
- (b) New Employees shall not be hired until those laid off have been given an opportunity of recall.
 - (c) Where an employee is reassigned as a result of the layoff of staff, the employee shall be placed at the step on the wage grid for the new job that is closest to the employee's old wage rate. The rate will not be lower than the employee's previous rate unless the wage grids do not overlap in which case the employee will be placed at the maximum step on the wage grid for the new job.

19.06 Recall

- (a) An Employee who is laid off shall be provided, by email with read receipt, at the Employee's last known email address, with copies of job postings for positions within the bargaining unit from which the Employee was laid off, for a period of twenty-four (24) months from the date of layoff.
- (b) The Employee shall have fourteen (14) calendar days to respond to the job posting.
- (c) A laid-off Employee under Article 19.06 will be given priority consideration for any vacancy provided that they have the skills, competence and efficiency to perform the duties and there is no other laid-off Employee with greater seniority who has applied for the vacancy, pursuant to this provision.

- 19.07 An Employee who has been on layoff for more than twenty-four (24) months shall lose all rights of recall and seniority.
- 19.08 Where an Employee has been laid off in accordance with this Article, and recalled within twenty-four (24) months, the period of layoff shall not be included in determining the length of continuous service.

ARTICLE 20 – JOB POSTING AND TRANSFERS

- 20.01 It shall be at the sole discretion of the Employer to determine if and when a newly created or vacant position occurs. The Employer shall encourage applications from qualified internal candidates. The Employer shall post a notice of a newly created or vacant position, either within the bargaining unit or management position, excluding the position of Chief Executive Officer, for at least fourteen (14) calendar days or, if the first day of posting falls between December 15th and January 1st inclusive for at least fourteen (14) working days and will email all job postings to all Employees in each physical location. In the case of a computer failure which may delay the receipt of the emailed job posting, the dates and deadlines to be followed will be as on the hard copy posted in each physical location. Such notice shall include the name of the position, specific educational qualifications, required wage rate or range, regular hours of work and any other appropriate information, including to whom an application is to be made. Such posting may be internal/external or internal only. It shall be the exclusive function of the Employer to determine the qualifications for the said newly created or vacant position. The postings of management positions are for information purposes only. Such positions are to be filled in the sole discretion of the employer.

The Employer will inform the Union in writing of any changes in the qualifications of said position and the rationale for the changes.

- 20.02 The Employer will consider external candidates only after reviewing and interviewing all qualified internal candidates and determining no internal candidate meets the required qualifications. Reviewing will include all relevant information, including that contained in the personnel file, and a reference from the current manager. During the posting period the Employer may temporarily fill the job as it deems proper.

20.03 Employees may apply, in writing, for a newly created or vacant position, which is posted in accordance with Article 20.01 herein. An Employee shall have the right to submit a copy of the Employee's most recent evaluation with the application for a newly created or vacant position.

Employees on vacation at the time notice of a newly created or vacant position is posted shall be considered for such position by providing the employer a written expression of interest to any such position prior to leaving for vacation or at any time during their vacation.

20.04 Whenever an Employee applicant has the required or preferred qualifications specified in the job posting for a newly created or vacant position, said Employee applicant shall be interviewed. In cases where an internal applicant is considered the hiring committee shall be comprised of the relevant Program Manager and the HR Manager or another manager or director.

20.05 Both Parties recognize that job opportunity should increase in proportion to length of employment with the Employer, i.e. seniority. Therefore, the filling of newly created and vacant bargaining unit positions, shall be based on the following factors:

(a) skill, competence and efficiency, and

(b) seniority. Where the factors in (a) are equal, or relatively equal, seniority shall govern.

20.06 Should an Employee applicant be unsuccessful in obtaining a newly created or vacant position, the Employer shall indicate in writing to the Employee concerned the reasons why the application was unsuccessful.

20.07 No Employee who has completed the probationary period shall be required to transfer to a special project position, or any position outside the bargaining unit.

20.08 Temporary vacancies not expected to exceed thirty (30) days of work for the employee arising for various reasons, including absences of permanent employees, need not be posted and may be filled at the sole discretion of the employer.

20.09 Whenever the Employer proposes a transfer of an Employee, i.e., a change in an Employee's job category and/or office location, the Employer shall consult with the Employee concerned and shall then work towards a solution of mutual convenience. Where this is not possible, the most junior Employee who is qualified to do the work shall be transferred. The Employee will have the right to union representation throughout this process, if requested by the Employee.

20.10

- (a) If an Employee applicant successfully obtains and fills a newly created or vacant position in a job category different from the job category in which the Employee's former position fell, said Employee will be required to complete a trial period of three (3) calendar months in the new position. Said three (3) calendar month trial period may be shortened by mutual agreement, in writing, of the Employee concerned and the Employer. Said three (3) calendar month trial period may be extended for a further period of up to one (1) calendar month upon mutual agreement, in writing, of the Union and the Employer. If, in the opinion of the Employer, during the trial period the successful Employee applicant fails to perform the work of the new position efficiently and competently, said Employee shall be returned to the Employee's former position and wage rate, without loss of seniority.
- (b) If an Employee applicant who has completed the probationary period successfully obtains and fills a newly created or vacant special project position, said Employee shall not be discharged at any time during the first six (6) calendar months in said special project position. If, in the opinion of the Employer, the successful Employee applicant fails to perform the work efficiently and competently during the first six (6) calendar months in said special project position, said Employee shall be returned to the Employee's former position and wage rate, without loss of seniority.
- (c) Any other Employees who have moved to a new position as a result of the rearrangement of positions referred to in either sub-section (a) or sub-section (b) above shall also be returned to their former position and wage rate, without loss of seniority. For the sake of clarity, if an Employee's former position no longer exists the Employee shall have access to layoff rights as per Article 19 of this Agreement.

- 20.11 On the same day that a notice of a newly created or vacant position is posted in the offices of the Employer, a copy of said notice shall be sent by email to each Employee who has been laid off for a period of twenty-four (24) calendar months or less. Employees have an obligation to provide the Employer with an up-to-date email address.
- 20.12 All members of the bargaining unit have the right to apply for permanent positions within the establishment of the Employer, in conjunction with Article 20 Job Postings and Transfers, except the following:
- (a) Contract Employees hired for Special Projects funded from outside the Employer's base budget for 6 months or less can only apply within the last 30 days of the special contract.
 - (b) Contract Employees hired for Special Projects funded from outside the Employers base budget for 6 months to 1 year can only apply within the last 60 days of the special contract.
 - (c) Someone still on probation.
 - (d) An employee who in the prior six (6) month period has been the successful applicant for a job posting except part-time employees applying for a full-time position.

ARTICLE 21 – HOURS OF WORK & OVERTIME FOR ALL EMPLOYEES EXCEPT FOR THE RESIDENCE, THE YOUTH TRANSITIONAL SHELTER AND HOUSING PROGRAM AND PATHWAYS TO EDUCATION PROGRAM

- 21.01 The following clauses are intended to define the regular hours of work. This Article shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

21.02

- (a) The regular hours of work for all full-time Employees shall be seventy (70) hours per two (2) week period, exclusive of meal breaks, and shall be scheduled over a fourteen (14) day period worked Monday - Friday in each week. The Employer may include weekends in the regular hours of work of full-time Employees who provide consent to work weekends after their hiring. Employees who have provided consent to work weekends after their hiring may revoke that consent if they provide no less than three (3) months' written notice of revocation. In urgent and extenuating circumstances, the Employer may in its sole discretion permit revocation of that post-hiring consent on two (2) months' written notice. Such permission shall not be unreasonably denied.
- (b) The regular hours of work for part-time Employees shall be specified in writing at the time of hiring.
- (c) Meal breaks cannot be banked or taken at the beginning or end of the shift. Subject to operational needs of the area and with the approval of the manager, Full time employees may choose to take one of the following:
 - 1. One full hour break
 - 2. Two ½ hour breaks

Each employee will also be scheduled a paid 15-minute break within each 3.5-hour work period provided there are no more than two such breaks each day.

21.03 During any week, Employees shall not be required to work more than two (2) days, which include evening hours but may agree to work more such days. Evening hours for those two days shall be defined as any hours worked past 6 pm.

21.04 For the purpose of this Article, the term "overtime" shall be deemed to mean any period of time worked over and above an Employee's regular hours of work as defined in Article 21.02(a) or 21.02(b) above, save and except voluntary continuing time commitments as outlined in Article 21.05 below.

All overtime worked by the Employees shall be compensated in either of the following ways:

- (a) Employees shall be granted equivalent compensatory time for all overtime worked up to 88 hours in a 14-day period. Employees shall be granted compensatory time of a rate of an hour and a half for each hour worked over and above 88 hours in a 14-day period.
- (b) Employees shall be paid at the regular rate of pay for each one (1) hour of overtime, or part thereof, worked up to 88 hours in a 14-day period. Employees shall be paid at time and a half for each hour worked over and above 88 hours in a 14-day period.

The manner of compensation shall be determined by the Employer.

- 21.05 When warranted to meet service needs, voluntary continuing time commitments beyond an Employee's regular hours of work as defined in Article 21.02 (a) and 21.02(b) above, may be mutually arranged on a temporary basis between the Employer and the individual Employee, with remuneration at the Employee's regular rate of pay. The Employer will notify the Union of any such mutual agreement.
- 21.06 The Employer shall agree to draw up the shift schedules so that Employees are scheduled to take their compensatory time within sixty (60) calendar days of the date said compensatory time was earned, at a time or times mutually agreed to by the Employee and their Manager, taking into consideration service needs.

ARTICLE 22 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT THE RESIDENCE

- 22.01 The following clauses include those, which are intended to define the regular hours of work. This Article shall not be construed as a guarantee of hours of work per day or days of work per fourteen (14) calendar day period, running Monday through Sunday.
- 22.02
 - (a) The regular hours of work for full-time Residential Counsellors, full-time Residential Night Counsellors and full-time Sleep Night Counsellors employed at the Residences shall be eighty (80) hours in each fourteen (14) calendar day period running Monday through Sunday, inclusive of meal periods which occur during their scheduled shifts.

- (b) The regular hours of work for part-time Residential Counsellors and part-time Residential Night Counsellors employed at the Residences shall be specified in writing at the time of hiring and shall include meal periods which occur during their scheduled shifts.

The part time Residential Night Counsellor' hours and the part time Sleep Night Counsellors' hours are as follows:

Week 1: 18-hour week scheduled on Friday and Saturday

Week 2: 27-hour week scheduled on Friday, Saturday and Sunday.

- (c) The Sleep Night Counsellor will be paid at their rate set out on Scale G in Article 35.01 for all shift time when they are not expected to perform duties. When an incident requires the Sleep Night Counsellor to be woken up they shall be paid at their step set out on Scale E for the time spent addressing the incident in question and for 30 minutes thereafter.

22.03 It is understood that the Employer has the right to determine the regular length of each shift at the Residences, and the right to alter, from time to time, the regular length of each said shift in order to best meet service requirements. Except in an emergency situation, a Residential Counsellor or a Residential Night Counsellor who works any shift shall not be required to work any number of hours less than, or any number of hours more than, the regular length of said shift.

22.04 It is mutually understood and agreed that, except in an emergency situation, Residential Night Counsellors shall only be required to work Night Shifts, however such employees are expected to attend scheduled meetings with management to deal with workplace issues. Such meetings will be scheduled immediately before or after the employee's shift. They must also attend mandatory training sessions. Mandatory training sessions are CPR/First Aid, crisis prevention and other training mandated by legislation. An employee will have either the shift before or after such training off.

22.05 Shift schedules for YOUTHLINK, the Residence shall be drawn up by the Manager or designate in consultation with the Employees concerned.

- 22.06 Two (2) weeks prior to the date a shift schedule is to take effect, said schedule shall be posted in the Residence, and a copy of said schedule shall be provided to each Employee employed at the Residence.
- 22.07 The Employer shall make reasonable efforts to draw up shift schedules at the Residences so that Residential Counsellors and Residential Night Counsellors:
- (a) Shall not be required to work any shift(s) on their scheduled day(s) off.
 - (b) Shall not be required to work more than five (5) consecutive Evening Shifts nor more than eight (8) Evening Shifts per each fourteen (14) calendar day period, running Monday through Sunday.
 - (c) Who work the Evening Shift immediately following a staff meeting shall not be required to work the Evening Shift immediately following the next staff meeting.
 - (d) Shall not be required to work on consecutive paid holidays.
 - (e) Shall have no split days off.
 - (f) Each Employee shall receive at least one (1) weekend off each month, subject to operational requirements.
 - (g) Who are required to work the evening shift immediately following a staff meeting, shall not be required to work the evening shift immediately following a staff development day, which occurs in that same week.
- 22.08 Over each three (3) calendar month period, all of the aforementioned shall be distributed as equitably as possible among all Residential Counsellors and Residential Night Counsellors in the Residence to whom said sub-sections apply.
- 22.09 Residential Counsellors and Residential Night Counsellors shall not be permitted to change shifts once scheduled without prior permission from the Employer.
- 22.10 Residential Counsellors and Residential Night Counsellors who are unable to report for work on any shift shall advise the Employer at the earliest opportunity prior to commencement of said shift.

- 22.11 For the purpose of this Article, the term “overtime” shall be deemed to mean any period of time worked over and above an Employee’s regular hours of work as defined in Articles 22.02 or 22.03.
- 22.12 All overtime worked by the Employees at the Residences shall be compensated in either of the following ways:
- (a) Employees shall be granted equivalent compensatory time for all overtime worked up to 88 hours in a 14-day period. Employees will be granted compensatory time of a rate of an hour and a half for each hour worked over and above 88 hours in a 14-day period.
 - (b) Employees shall be paid at the regular rate of pay for each one (1) hour of overtime, or part thereof, worked up to 88 hours in a 14-day period. Employees shall be paid at time and a half for each hour worked over and above 88 hours in a 14-day period.

The manner of compensation shall be determined by the Employer.

- 22.13 The Employer and Employee shall draw up the shift schedules in the Residence so that Employees are scheduled to take their compensatory time within sixty (60) calendar days of the date said compensatory time was earned at a time or times mutually agreed to by the Employee and the Program Manager taking into consideration service needs.
- 22.14 Statistical information regarding compensatory time shall be posted regularly in the Residence at the time each shift schedule is posted. Such information shall include the amount of compensatory time each Employee is scheduled to take during the period of time covered by said shift schedule, as well as the amount of compensatory time still owed to each Employee for paid holidays and/or overtime worked.

ARTICLE 23 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT YOUTHLINK – PATHWAYS TO EDUCATION PROGRAM

- 23.01 The following clauses include those, which are intended to define the regular hours of work. This Article shall not be construed as a guarantee of hours of work per day or days of work per fourteen-day period running Monday through Sunday.

23.02

- (a) The regular hours of work for full-time Program Facilitators, Administrative Assistant and Student Development Workers shall be seventy (70) hours in each fourteen (14) calendar day period running Monday through Sunday, exclusive of unpaid meal periods.
- (b) It is understood that the Employer has the right to determine the regular length of each shift, and the right to alter, from time to time, the regular length of each said shift in order to best meet service requirements. Full Time Employees currently are scheduled up to 3 evenings per week and may be scheduled some weekends. Evening hours shall be defined as any hours past 6 pm.
- (c) The regular hours of work for part-time Program Facilitators and the Research Officer are forty (40) hours in each fourteen-day period Monday through Sunday, exclusive of unpaid meal periods.
- (d) It is understood that the Employer has the right to determine the regular length of each shift, and the right to alter, from time to time, the regular length of each said shift in order to best meet service requirements. Part Time Employees currently are scheduled in the evenings, but their regular shift may be adjusted with the Employees' consent.
- (e) Meal breaks cannot be banked or taken at the beginning or end of the shift. Subject to operational needs of the area and with the approval of the manager, Full time employees may choose to take one of the following:
 - 1. One full hour break
 - 2. Two ½ hour breaks

Each employee will also be scheduled a paid 15-minute break within each 3.5-hour work period provided there are no more than two such breaks each day.

23.03 For the purpose of this Article, the term "overtime" shall be deemed to mean any period of time worked over and above an Employee's regular hours of work as defined in Article 23.02 above.

23.04 All overtime worked by the Employees at YOUTHLINK Pathways to Education Program shall be compensated in either of the following ways:

- (a) Employees shall be granted equivalent compensatory time for all overtime worked. Compensatory time shall be taken within one hundred and eighty (180) calendar days and if not taken, shall be compensated in accordance with 23.04(b), or
- (b) Employees shall be paid at the regular rate of pay for each one (1) hour of overtime, or part thereof, worked.

The manner of compensation shall be determined by the Employer.

- 23.05 The Employer shall agree to draw up the shift schedules at YOUTHLINK Pathways to Education Program so that Employees are scheduled to take their compensatory time within sixty (60) calendar days of the date said compensatory time was earned, at a time or times mutually agreed to by the Employee and the Manager, taking into consideration service needs.

ARTICLE 24 – HOURS OF WORK & OVERTIME FOR EMPLOYEES EMPLOYED AT THE YOUTH TRANSITIONAL SHELTER & HOUSING PROGRAM

- 24.01 The following clauses include those which are intended to define the regular hours of work. This Article shall not be construed as a guarantee of hours of work per day or days of work per fourteen-day period running Monday through Sunday.
- 24.02 The regular hours of work for full-time Employees employed at the Shelter shall be either seventy (70) or eighty (80) hours in each fourteen (14) calendar day period running Monday through Friday, exclusive of meal periods. The Employer may include weekends in the regular hours of work of full-time Employees who provide consent to work weekends after their hiring. Employees who have provided consent to work weekends after their hiring may revoke that consent if they provide no less than three (3) months' written notice of revocation. In urgent and extenuating circumstances, the Employer may in its sole discretion permit revocation of that post-hiring consent on two (2) months' written notice. Such permission shall not be unreasonably denied.
- 24.03 The regular hours of work for part-time Employees shall be specified in writing at the time of hiring, and may be altered by agreement of the Employee and Employer.

24.04 It is understood that the Employer has the right to determine the regular length of each shift at the Shelter, and the right to alter, from time to time, the regular length of each said shift in order to best meet service requirements.

24.05 Meal breaks cannot be banked or taken at the beginning or end of the shift. Subject to operational needs of the area and with the approval of the manager, full time employees may choose to take one of the following:

1. One full hour break
2. Two ½ hour breaks

Each employee will also be scheduled a paid 15-minute break within each 3.5-hour work period provided there are no more than two such breaks each day.

24.06 Employees on the overnight and weekend shifts who are required to remain on the premises during their meal breaks shall be paid a standby premium of three dollars (\$3.00) per shift. Should their meal break be interrupted, they will be given another break during the shift to compensate for the interruption. If it is not possible to provide another break, the employee will be provided with compensatory time off equivalent to the amount of meal time missed.

24.07 For the purpose of this Article, the term "overtime" shall be deemed to mean any period of time worked over and above an employee's regular hours of work as defined in Article 24.02 or 24.03.

All overtime worked by the Employees shall be compensated in either of the following ways:

- (a) Employees shall be granted equivalent compensatory time for all overtime worked up to 88 hours in a 14-day period. Employees will be granted compensatory time of a rate of an hour and a half for each hour worked over and above 88 hours in a 14-day period.
- (b) Employees shall be paid at the regular rate of pay for each one (1) hour of overtime, or part thereof, worked up to 88 hours in a 14-day period. Employees shall be paid at time and a half for each hour worked over and above 88 hours in a 14-day period.

The manner of compensation shall be determined by the Employer.

24.08 The Employer shall agree to draw up the shift schedules so that Employees are scheduled to take their compensatory time within sixty (60) calendar days of the date said compensatory time was earned, at a time or times mutually agreed to by the Employee and their Manager, taking into consideration service needs.

ARTICLE 25 – RESIGNATION

25.01

- (a) When an Employee who is on probation resigns, the Employee shall provide at least one (1) weeks' notice, in writing, to the Employer.
- (b) When an Employee who has completed the probationary period resigns, the Employee shall provide at least one (1) calendar months' notice, in writing, to the Employer.

25.02 In the case of an emergency resignation due to illness, disability, accident, death in the family, or transfer of residence, the Employee shall provide notice to the Employer as soon as possible, and the time limits for notice of resignation specified in Article 25.01 (a) and 25.01 (b) above shall be waived.

ARTICLE 26 – PAID HOLIDAYS

26.01

- (a) The following paid holidays, regardless of when they fall, shall be granted with pay to all full-time Employees:

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

- (b) Entitlement to Holidays and Holiday Pay for the above holidays shall be calculated in accordance with the Employment Standards Act, 2000 as amended.

26.02 An Employee who is required or scheduled to work on a paid holiday shall be compensated in either of the following ways:

- (a) An Employee shall be granted compensatory time at the rate of one and one half (1½) hours for each hour worked or part thereof and shall be granted another day in lieu of the holiday, said day to be taken within one hundred and eighty (180) days of earning and, if not taken, shall be compensated in accordance with 26.03 (b), or
- (b) An Employee shall be paid at the overtime rate of one and one-half (1½) hours for each hour worked or part thereof and shall receive an additional day's pay.

The manner of compensation shall be determined by the Employer,

- 26.03 When a paid holiday falls within an Employee's vacation or on a day when an Employee is scheduled to be at work, the Employee shall be granted another day off with pay, in lieu of the holiday, said day to be taken within a period ending not later than three (3) calendar months after the end of the Employee's vacation year. The specific time at which the paid holiday is taken shall be determined by mutual agreement of the Employee concerned and the immediate Manager.
- 26.04 Should any of the paid holidays outlined in Article 26.01 (a) above fall on a Saturday or a Sunday, Employees who are not scheduled to work on said Saturday or said Sunday shall be granted, as decided by the Employer, either the Friday preceding or the Monday following the holiday in lieu of the said holiday.
- 26.05
 - (a) In addition to the paid holiday granted in accordance with Article 26.01 above, three (3) paid agency days every calendar year shall be given. The scheduling of these three (3) days will be the responsibility of the Manager in accordance with the needs of the Employer and in accordance with seniority of the Employees involved.
 - (b) The three (3) additional paid agency days mentioned in sub-section (a) above shall be pro-rated for each part-time Employee according to the Employee's full-time equivalency (FTE).
 - (c) Sub-sections (a) and (b) above shall not apply to Employees who have been employed by the Employer for less than three (3) calendar months.

- (d) (Employees will be provided paid agency days in accordance with sub-section (a) on an accrual basis as follows:

March 31st of each year – 1 agency day

June 30th of each year – 1 agency day

September 30th of each year – 1 agency day

- (e) Accrued agency days must be used by January 31st following the year in which they were accrued.

26.06 Employees whose religious beliefs require them to be absent on days other than the paid holidays outlined in Article 26.01 (a) above, will notify the Chief Executive Officer in writing, on an annual basis, of the specific religious holidays on which they will be absent from work. If written notification has been provided by the Employee in accordance with this clause, said Employee shall be granted up to a maximum of three (3) working days' leave of absence with pay, in each year, for the observance of said religious holidays. Upon the request of the Employee, additional leave of absence, without pay, for the observance of religious holidays may be granted by the Chief Executive Officer.

ARTICLE 27 – VACATIONS

27.01

- (a) Full-time Employees shall be entitled to annual vacation with pay at a rate of 1.66 working days for each calendar month to a maximum of twenty (20) working days during each year of employment with the Employer.
- (b) Annual vacation with pay as outlined in sub-section (a) above shall be pro-rated for each part-time Employee according to the Employee's full-time equivalency (FTE).
- (c) All full-time Employees who have completed ten (10) years of employment shall be entitled to annual vacation with pay at a rate of 2.08 working days for each calendar month to a maximum of twenty-five (25) working days during each year of employment with the Employer

27.02

- (a) Employees shall calculate their annual vacation leave from the day of most recent hiring by the Employer.

- (b) An Employee who has been employed for less than six (6) calendar months with the Employer may be entitled to take accumulated vacation leave subject to the approval of the Employer.

27.03

- (a) Vacation shall be arranged with due regard to the scheduling requirements of the Employer. A reasonable effort shall be made by the Employer to accommodate a request of an Employee in this regard. An Employee shall arrange specific dates of their vacation period or periods in consultation with the other Employees in the work unit and the immediate Manager by February 1st in each year. Employees are permitted to schedule up to two (2) weeks' vacation during July and August. Choice of vacation periods shall be made in order of seniority within said work unit. The scheduling of all vacations is subject to final approval by the Employer. Requests for more vacation time during July and August will not be unreasonably denied.
- (b) Vacation times selected by February 1st in each year shall be granted according to seniority. Vacation times submitted after February 1st shall not be scheduled according to seniority and in addition shall require no less than two (2) weeks' notice in writing, except in cases of emergency.
- (c) In the residence vacation times selected by February 1st in each year for the following March 1st to February 28th period shall be granted according to seniority. Vacation times submitted after February 1st shall not be scheduled according to seniority and in addition shall require no less than two (2) weeks' notice in writing, except in cases of emergency.

27.04 An Employee shall be allowed to accumulate up to ten (10) days of vacation as of December 31. Any accumulation of vacation days in excess of the (10) days must be upon written request to the Employee's immediate Manager. It is understood that any carryover must be taken in this second year.

27.05 Where notice of resignation is provided by the Employee in accordance with Article 25 of this Agreement, the Employee may be entitled to take their total accumulated vacation leave with pay prior to the effective date of the Employee's resignation provided approval is first obtained from the Employer.

- 27.06 Should an Employee terminate employment with the Employer without having used all of the accumulated paid vacation, the Employee shall be entitled to a proportionate payment of salaries in lieu of said vacation, said salary payment to be added to the Employee's final pay cheque, save and except termination under Article 27.05 above.
- 27.07 Should an Employee terminate employment with the Employer having used more than the Employee's accumulated paid vacation, the appropriate deduction shall be made from the final pay cheque.
- 27.08 When an Employee is on paid leave of absence (i.e., sick leave, compassionate leave or any other paid leave of absence), the Employee shall continue to accumulate vacation credits during said leave of absence. When an Employee is on an unpaid leave of absence, which exceeds one (1) calendar month, the Employee shall not accumulate vacation credits during said leave of absence.
- 27.09 It is understood that each Employee will have all work up to date before proceeding on vacation leave.
- 27.10 Prior to the date of commencement of vacation, an Employee shall receive any pay cheque, which may fall due during the period of their vacation. The Employee shall give two (2) weeks prior notice to the Employer in order that such arrangements may be made.

ARTICLE 28 – SICK LEAVE

- 28.01
- (a) Full-time Employees shall accumulate, from the date of commencement with the Employer, sick leave on the basis of one and one-half (1 ½) days for each calendar month of said employment or the equivalent hours in their classification.
 - (b) Paid sick leave as outlined in sub-section (a) above shall be pro-rated for each part-time Employee in the same ratio as the regular hours of work of said part-time Employee bears to the regular hours of work of a full-time Employee in the same job category.
- 28.02 The unused portion of an Employee's annual paid sick leave shall accumulate to a maximum of one hundred and eighty (180) days or the equivalent hours in the employee's classification.

28.03 A doctor's certificate may be required when an Employee has been absent from work due to illness. Normally such note will not be required for absences of less than 5 days. However, the employer reserves the right to request doctors' notes for any absence where an employee's pattern or rate of absences is abnormal. The employer will advise an employee when it considers that their pattern or rate of absence is abnormal prior to requiring a doctor's certificate for absences of less than 5 days. In such cases the employer will reimburse the employee the cost of the certificate.

28.04 If the nature of an Employee's illness, disability or accident is such that it exceeds the Employee's accumulated sick leave, said Employee may be allowed an extension of sick leave entitlement up to a maximum of one (1) calendar month, upon written application to the Chief Executive Officer. Such sick leave entitlement in excess of the Employee's accumulated sick leave shall be charged against future sick leave credits to which the Employee may become entitled. Should employment with the Employer be terminated before the Employee's sick leave has accumulated to cover the advance, then any advance not then covered by the Employee's accumulated sick leave shall be deducted from salary otherwise payable on termination.

28.05

(a) When an Employee is granted a paid leave of absence, said Employee shall continue to accumulate paid sick leave credits in accordance with Article 28.01.

(b) When an Employee is on an unpaid leave of absence or layoff, which exceeds one (1) calendar month, the Employee shall not accumulate sick leave credits during said leave of absence.

28.06 If an Employee obtains sick leave with pay due to the act of a third Party for which the Employee is by law entitled to recover damages, and if the Employee takes legal action against said third Party, the Employee shall claim, among other things, the amount paid by the Employer representing salary for the leave period. Any amount recovered in request thereof shall be paid to the Employer. If the Employer is reimbursed under this clause for any sick leave payment, the number of days of sick leave for which the Employer has been reimbursed shall be returned to the Employee's accumulated sick leave.

If an Employee is on long-term sick leave and is eligible for CPP benefits, the Employer shall discontinue sick leave payments when the Employee is in receipt of CPP Disability Benefits.

ARTICLE 29 – LEAVES OF ABSENCE

29.01

- (a) The Employer may grant a leave of absence if an Employee requests it in writing from the Chief Executive Officer and if the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Employer. Such leave shall not be unreasonably withheld.
- (b) In the event such leave of absence is granted, the Employer shall determine whether the leave shall be granted with or without pay. If the leave of absence is granted without pay, said leave may be charged to vacation time or deducted from the Employee's pay at the discretion of the Employer.
- (c) All leaves of absence granted for a period of three (3) calendar months or less under sub-section (a) above are predicated on:

The Employer's commitment to reinstate the Employee, upon the expiration of the leave of absence, to the Employee's former position and classification, or if the former position no longer exists, to a comparable position and classification, at a salary rate not less than the salary rate the Employee was earning at date of commencement of said leave.

- (d) The Employer may reinstate Employees, in accordance with sub-section (c) above, for all leaves of absence in excess of three (3) calendar months.
 - i) Permanent Employees with a minimum of two (2) years of continuous service with the Agency are eligible to apply for an unpaid leave of absence, as sabbatical leave to a maximum of (3) months. Permanent Employees with a minimum of four (4) years of continuous service with the agency are eligible to apply for an unpaid leave, as sabbatical leave, to a maximum of (12) months. The Agency shall continue all benefits, except those that the insurance company will not provide to an Employee on leave. Employees shall be required to make a commitment to return to the Agency for a period of at least one-half ($\frac{1}{2}$) of the approved leave, or fully financially reimburse the Agency for all costs incurred (benefits) during the full period of leave.

- ii) Furthermore, all leaves of absence granted for the period up to a maximum of (12) calendar months above are predicated on:

The Employer's commitment to reinstate the Employee, upon the expiration of the leave of absence, to the Employee's former position and classification, or if the former position no longer exists, to a comparable position and classification, at a salary rate not less than the salary rate the Employee was earning at date of commencement of said leave.

- iii) The above paragraph, (d)(ii) is not relevant if Article 19 is implemented.

29.02 When an Employee is required to serve as juror or is subpoenaed as a witness to a court proceeding, the Employee shall be relieved of the Employee's duties for such time as it may require and the Employee shall be paid regular earnings for the period of such service provided that the Employee remits to the Employer the full amount of compensation received for such service, excluding any amounts received for meals or travel allowance, and the Employee shall be given an official receipt thereof. It is the Employee's responsibility to come into work at any time during the week that the Employee is not actually required for jury duty, or to be present in court.

29.03 Leave of absence without pay may be granted to attend Union meetings, conferences or conventions provided, however, that said leave will not total more than fifteen (15) working days per year, and no more than three (3) Employees shall be granted leave at any one time. Approval for such leave shall not be unreasonably withheld. Notice for said leave will be given to the Chief Executive Officer at the first opportunity. The Employer shall continue to pay the employee's regular wages and benefits, for the period of the leave, which shall be reimbursed by the Union to the Employer.

- (a) Upon request the Employer shall provide to the Local Union Executive a maximum of three (3) paid days per year, to research and/or investigate the administration and the management of the Local Union and its membership.

- 29.04 When an Employee is granted a paid leave of absence, the Employee shall continue to accumulate seniority, vacation credits and sick leave credits during said leave of absence. Said Employee shall also continue to receive all other benefits of this Collective Agreement.
- 29.05 When an employee is granted a leave of absence greater than 2 months (paid or unpaid) and the Employer opts not to replace them, the parties shall meet to discuss the resulting impact on workload and health and safety for remaining Employees.

ARTICLE 30 – COMPASSIONATE LEAVE

30.01

(a) **Bereavement Leave**

In the event of the death of a spouse or family member or significant person, a full-time Employee shall be granted:

- i) five (5) working days of bereavement leave for spouse, child, mother or father, parent-in-law, brother or sister;
- ii) three (3) working days of bereavement leave for grandparent, sister-in-law, brother-in-law, aunt, uncle, niece or nephew;
- iii) one (1) working day of bereavement leave for significant person.

In the event of the death of any one of the above, applications may be made for additional bereavement leave up to a maximum of three (3) days at the discretion of the Chief Executive Officer. Such leave shall not be unreasonably withheld. For the purpose of bereavement leave “child, mother, and father” shall be defined to include where there exists a step relationship.

- iv) one (1) working day of bereavement leave for a current client.
- v) Bereavement leave as outlined above shall be pro-rated for a part time Employee according to the Employee’s full-time equivalency (FTE).

All bereavement leave granted is without loss of pay or benefits. Such leave shall be taken consecutively either the day following the death or the day of the funeral. Further such leave shall not be unreasonably withheld.

For the purpose of bereavement leave, "spouse" shall be defined to include a person with whom an Employee has a common-law relationship.

When travel over 500 kilometers is involved, an Employee may request up to two (2) further days of paid leave for travel purposes.

(b) Authorized Absence Days

Each full time Employee may request to their immediate Manager, up to five (5) days per year of authorized absence to be taken in minimum of one (1) hour periods. Authorized absence days shall be pro-rated for each part-time Employee according to the Employee's full-time equivalency (FTE).

These days are non-cumulative and are not to be scheduled in conjunction with vacation. Employees employed before July 1st shall receive the full entitlement for the year. Those employed after July 1st shall receive one half (½) of the entitlement. Such request will not be unreasonably denied.

Authorized Absence Days are defined as follows:

- i) family/significant person care/illness (discussion and planning with Manager is encouraged whenever possible)
- ii) emergency circumstances beyond the employee's control that prohibit the employee from reporting to work.

Where the authorized absence days have been used and flex times cannot be scheduled, an Employee may apply in writing for up to three (3) additional days at the discretion of the Chief Executive Officer, such leave shall not be unreasonably denied.

- (c) A full-time Employee shall be granted up to a maximum of one (1) workday per calendar year for moving the Employee's household without loss of pay or benefits.

ARTICLE 31 – PREGNANCY, PARENTAL, PATERNITY & ADOPTION LEAVE

31.01 Pregnancy, Parental and Adoption leave shall be granted in accordance with the terms of the Employment Standards Act and the Employment Insurance Legislation.

31.02 Pregnancy Leave

- (a) An Employee entitled to pregnancy leave under the above and who provides the Employer with proof that they have applied for and are eligible to receive maternity benefits pursuant to Section 18, Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:
 - i) for the first week, payments equivalent to eighty-five (85%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked, prior to the commencement of the pregnancy leave; and up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits, the Employee is eligible to receive and any other earnings received by the Employee, and eighty-five (85%) of the actual weekly rate of pay for their regular classification which they were receiving on the last day worked, prior to the commencement of the pregnancy leave.
- (b) An Employee receiving the pregnancy leave allowance under the Supplementary Employment Benefit Plan shall have their benefits coverage continued during the period they receive the pregnancy leave allowance. The Employer shall pay 100% of the cost.
- (c) Notwithstanding sub-section (a) above and subject to sub-section (f) below, where the actual date of their delivery is later than the estimated date of their delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of their delivery or for such a period as, in the written opinion of a legally qualified medical practitioner, is sufficient.

- (d) The Employee shall give their Employer two (2) weeks' notice in writing of the day upon which they intend to commence their leave of absence and furnish their Employer with the certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur in the doctor's opinion.
- (e) Subject to sub-section (f) below, an Employee may, with the consent of their Employer, shorten the duration of the leave of absence requested under subsection (a) above.
- (f) An Employee may shorten the duration of the six (6) week period mentioned in sub section (b) above upon giving the Employer one (1) weeks' notice of their intention to do so and furnishing their Employer with the certificate of a legally qualified medical practitioner stating that they are able to resume work.
- (g) The Employer, before or after the commencement of the period referred to in subsection (a) above, may require the Employee to commence a leave of absence, at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy.
- (h) An Employee who intends to resume their employment on the expiration of a leave of absence granted to them under Article 31.02 of this Agreement shall so advise their Employer within thirty (30) days of their return date, and on their return to work their Employer shall reinstate said Employee to their former position and classification at a salary rate not less than the salary rate the Employee was earning at the time their leave of absence began, and without loss of seniority or benefits accumulated to the commencement of their leave of absence.
- (i) Vacation entitlement shall be added to pregnancy leave if the Employee so requests:

- (j) At the request of the Employee, following their return from pregnancy leave, the Employee may be allowed to work on a part time basis for the Employer. In this case, the wage rate specified in Article 31.02 (a)(i) above shall be pro-rated for the part time Employee in the same ratio as the regular hours of work of said part-time Employee pro-rates to the regular hours of work of a full-time Employee in the same job category. Unless mutually agreed to in writing, it is understood that the reduction in hours shall be permanent.

31.03 Parental Leave

- (a) An Employee who is not eligible for pregnancy leave under 31.02, but is eligible for parental leave and who provides the Employer with proof that they have applied for and are eligible to receive parental benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:
 - i) For the first week, payments equivalent to eighty-five (85%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked, prior to the commencement of the parental leave; and up to a maximum of twenty (20) additional weeks, payments equivalent to the difference between the sum of the EI benefits the Employee is eligible to receive and any other earnings received by the Employee, and eighty-five (85%) of the actual rate pay for their regular classification which they were receiving on the last day worked, prior to the commencement of the parental leave.
- (b) The Employee shall give the Employer two (2) weeks' notice in writing of the day upon which they intend to commence the parental leave.
- (c) An Employee who is on maternity leave and in receipt of pregnancy leave benefits pursuant to the Employment Insurance Act, and who is eligible for parental leave and who provides the Employer with proof that they have applied for and are eligible to receive parental benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan for parental benefits as follows:

- i) payments equivalent to eighty-five (85%) of the actual Weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the maternity leave; and up to a maximum of twenty-two (22) additional weeks, payments equivalent to the difference between the sum of the EI benefits the Employee is eligible to receive and any other earnings received by the Employee and eighty-five (85%) of the actual rate pay which they are receiving on the last day worked, prior to the commencement of the maternity leave.
- (d) An Employee receiving the parental leave allowance under this article shall have their benefits continued during the period they receive the parental leave allowance. The Employer shall pay 100% of the cost.
- (e) Vacation entitlement shall be added to the parental leave if the Employee so requests.
- (f) An Employee who intends to resume their employment on the expiration of a leave of absence granted under Article 31.03 of this Agreement shall so advise the Employer within thirty (30) days of the return date, and on their return to work the Employer shall reinstate the Employee to their former position and classification at a salary rate not less than the salary rate the Employee was earning at the time the parental leave began, and without loss of seniority or benefits accumulated during the parental leave.

31.04 New Family Leave

- (a) Staff who do not take parental leave will be granted ten (10) paid working days New Family leave without loss of benefits and seniority to be taken at any time in the period of three (3) weeks immediately before, or three (3) weeks immediately after the birth or adoption of a child.
- (b) Paid New Family Leave as outlined in sub-section (a) above shall be pro-rated for a part-time male Employee in the same ratio as the regular hours of work of said part-time Employee bears to the regular hours of work of a full-time Employee in the same job category.
- (c) New Family Leave shall be arranged in consultation with the Employee's Manager.

31.05 Adoption Leave

Where an Employee seeks adoption leave due to the legal adoption of a child, the provisions outlined in Article 31.03 (a) through (f) shall apply.

31.06 Limits on SUB Top Up Payments and spreading SUB Payments

In no event will the total top-up payment provided in accordance with Article 31.02 or 31.03 exceed the difference between 85% of the employee's actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave and the sum of the employee's E.I. benefit calculated for the maximum number of weeks referenced in those articles.

When an eligible Employee takes a leave of absence for combined pregnancy and parental leave that extends beyond the 37-week period referenced in Article 31.02 (a) (i) and 31.03 (b) (i), the Employee will have one of the following options:

Option A – As described in 31.02 (a) (i) and 31.03 (b) (i), or

Option B – The sum of Option A pro-rated over the length of the leave.

Parental Leave or Adoption Leave:

When an eligible Employee takes a leave of absence for parental/adoption leave, the Employee will have one of the following options:

Option A – As described in 31.03 (a) (i)

Option B – The sum of Option A pro-rated over the length of the leave

Please note that such Option must be selected prior to the commencement of the leave.

Where an Employee's eligibility to receive EI pregnancy or parental benefits has been exhausted in the last week of their pregnancy or parental leave the Employee will be entitled to receive during that week the equivalent to eighty-five percent (85%) of the actual weekly rate of pay for the Employee's classification, which they were receiving on the last day worked, prior to the commencement of the leave.

ARTICLE 32 – EMPLOYEE PROTECTION

- 32.01 In an emergency situation, when an Employee is called into work between the hours of 12:01 a.m. and 7 a.m., or when an Employee's overtime or work period ends during this time, the Employer shall pay the costs of taxi service to and from the home of the Employee.
- 32.02 The Employee may apply to the Employer for financial assistance and/or legal counsel for legal representation. If, in the opinion of the Employer, the matter relates to authorized activities, the Employer will pay the legal expenses of Employees involved. This applies as well to situations where an Employee is assaulted in the course of authorized activities.

In granting any application in this regard, the Employer reserves the right to fix the limit of the financial commitment, if any, as the circumstances may require.

ARTICLE 33 – EMPLOYEE DEVELOPMENT

- 33.01 The Employer will furnish the Union with a staff development procedure. The Employer shall advise the Employees of educational opportunities for Employee development on an ongoing basis, and reasonable efforts shall be made to provide Employees with pertinent information regarding courses, conferences, seminars and workshops, etc. Notices of said educational opportunities shall be posted via email to all YOUTHLINK staff.
- 33.02 The Employer recognizes the need for staff to enhance and develop professional competencies related to their work at YOUTHLINK. The Employer will meet with the Union Executive in a Union/Management meeting to discuss the issue of employee development.
- 33.03 In cases where the Employer requests that an Employee attend courses, conferences, seminars, workshops, etc., the Employer shall pay all reasonable expenses incurred by the Employee concerned. The Employer reserves the right to limit the amount of such expenditures. Attendance at such professional activities shall be considered paid work time for the Employee concerned. If the professional development activity occurs at a time when an Employee is scheduled to be at work, said Employee shall be granted time off work without loss of pay to attend said activity. If the professional development activity occurs at a time when an Employee is not scheduled to be at work, said Employee shall be granted equal time off for all time spent in attending said activity.

ARTICLE 34 – REIMBURSEMENTS

- 34.01 Public transportation shall be used whenever it is reasonable to do so, such costs to be reimbursed by the Employer.
- 34.02 Employees using their own vehicles on Employer business shall be reimbursed by an allowance of forty-seven (7) cents per kilometer from date of ratification and fifty (50) cents per kilometer effective April 1, 2020. Employees will be reimbursed ten (10) cents per kilometer when using non-motorized forms of transportation on Employer business. This allowance will be considered reimbursement for expenses incurred in operating the employee's vehicle and other non-motorized forms of transportation.
- 34.03 Each Employee who uses their own vehicle on Employer business shall carry the following insurance:
- (a) An all-inclusive business-use policy in the amount of one million dollars (\$1,000,000.00) Public Liability and Property Damage Insurance, and Major Medical Benefits with a no-fault clause. The policy and premiums for such insurance shall be supplied by the Employee.
 - (b) In cases where an Employee is required to transport clients, as a condition of employment, the Employee shall be required to carry two million dollars (\$2,000,000.) Public Liability and Property Damage and the Employer shall pay the difference in premium between one million dollars (\$1,000,000) and two million dollars (\$2,000,000).
 - (c) In cases where a vehicle is rented by the agency for the purpose of carrying on agency business, and/or transporting clients it is understood that the rental contract will carry the maximum Public Liability and Property Damage Insurance available from the rental agency, up to a maximum two million dollars (\$2,000,000).
- 34.04 Expense accounts will be submitted by the Employee to the Employer at the end of each month, suitably signed by a Manager. Employees shall be reimbursed by the Employer for such expenses not later than five (5) working days after the submission of said expense account.

34.05 Community Outreach Employees, who are required to work outdoors, shall be entitled to an allowance of three hundred dollars (\$300) every twenty-four (24) months for necessary articles of outerwear and/or shoes, upon submission of receipts.

ARTICLE 35 – WAGES

35.01 **YOUTHLINK SALARY SCALES**

SCALE A = POSITIONS REQUIRING A MASTERS DEGREE

SCALE B = POSITIONS REQUIRING A POST SECONDARY QUALIFICATION BELOW A MASTERS DEGREE

SCALE C = RECEPTIONISTS

SCALE D = RECEPTIONIST/ADMINISTRATIVE ASSISTANTS

SCALE E = RESIDENTIAL COUNSELLORS

SCALE F = SENIOR RESIDENTIAL WORKERS & CO-ORDINATORS

SCALE G = SLEEP NIGHT COUNSELLOR

SCALE H = YOUTH & FAMILY THERAPIST

SCALE I = YOUTH & FAMILY / TRAUMA THERAPIST

Modify salary scales for 2021/2022/2023/2024 as follows:

Effective April 1, 2021 (1.0% increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Scale A	\$56,775	\$58,311	\$59,891	\$61,515	\$63,182	\$64,446
Scale B	\$46,761	\$47,998	\$49,273	\$50,584	\$51,933	\$52,975
Scale C	\$37,909	\$39,038	\$40,199	\$41,394	\$42,626	\$43,479
Scale D	\$40,199	\$41,394	\$42,626	\$43,892	\$45,196	\$46,099
Scale E	\$55,239	\$56,387	\$57,570	\$58,787	\$60,043	\$61,087
Scale F (1) 40 hrs.	\$62,180	\$63,480	\$64,817	\$66,195	\$67,616	\$68,773
Scale F (2) 35 hrs.	\$61,597	\$62,897	\$64,234	\$65,614	\$67,034	\$68,191
Scale G (hourly)	\$12.27	\$12.54	\$12.82	\$13.10	\$13.38	\$13.66
Scale H	\$61,515	\$63,182	\$64,894	\$66,652	\$68,459	\$69,827
Scale I	\$64,446	\$66,192	\$67,986	\$69,828	\$71,721	\$73,155

Effective April 1, 2022 (1.0% increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Scale A	\$57,343	\$58,894	\$60,490	\$62,130	\$63,813	\$65,091
Scale B	\$47,229	\$48,478	\$49,766	\$51,090	\$52,453	\$53,504
Scale C	\$38,288	\$39,428	\$40,601	\$41,808	\$43,052	\$43,914
Scale D	\$40,601	\$41,808	\$43,052	\$44,330	\$45,648	\$46,560
Scale E	\$55,791	\$56,951	\$58,146	\$59,375	\$60,644	\$61,698
Scale F (1) 40 hrs.	\$62,801	\$64,114	\$65,465	\$66,857	\$68,293	\$69,461
Scale F (2) 35 hrs.	\$62,213	\$63,526	\$64,876	\$66,270	\$67,704	\$68,873
Scale G (hourly)	\$12.39	\$12.67	\$12.95	\$13.23	\$13.52	\$13.79
Scale H	\$62,130	\$63,813	\$65,542	\$67,318	\$69,143	\$70,526
Scale I	\$65,091	\$66,854	\$68,666	\$70,527	\$72,438	\$73,887

Effective April 1, 2023 (3.0% increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Scale A	\$59,063	\$60,661	\$62,305	\$63,994	\$65,728	\$67,043
Scale B	\$48,645	\$49,933	\$51,259	\$52,622	\$54,026	\$55,109
Scale C	\$39,437	\$40,611	\$41,819	\$43,062	\$44,344	\$45,232
Scale D	\$41,819	\$43,062	\$44,344	\$45,660	\$47,018	\$47,957
Scale E	\$57,465	\$58,660	\$59,890	\$61,156	\$62,463	\$63,549
Scale F (1) 40 hrs.	\$64,685	\$66,038	\$67,429	\$68,863	\$70,341	\$71,544
Scale F (2) 35 hrs.	\$64,079	\$65,431	\$66,823	\$68,258	\$69,735	\$70,939
Scale G (hourly)	\$12.77	\$13.05	\$13.33	\$13.63	\$13.92	\$14.21
Scale H	\$63,994	\$65,728	\$67,509	\$69,338	\$71,218	\$72,641
Scale I	\$67,043	\$68,860	\$70,726	\$72,642	\$74,611	\$76,103

Effective April 1, 2024 (3.0% increase)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Scale A	\$60,835	\$62,481	\$64,174	\$65,914	\$67,700	\$69,055
Scale B	\$50,105	\$51,431	\$52,796	\$54,201	\$55,647	\$56,763
Scale C	\$40,620	\$41,829	\$43,074	\$44,354	\$45,674	\$46,589
Scale D	\$43,074	\$44,354	\$45,674	\$47,030	\$48,428	\$49,396
Scale E	\$59,189	\$60,419	\$61,687	\$62,991	\$64,337	\$65,455
Scale F (1) 40 hrs.	\$66,626	\$68,019	\$69,452	\$70,929	\$72,452	\$73,691
Scale F (2) 35 hrs.	\$66,002	\$67,394	\$68,827	\$70,306	\$71,827	\$73,067
Scale G (hourly)	\$13.15	\$13.44	\$13.73	\$14.04	\$14.34	\$14.63
Scale H	\$65,914	\$67,700	\$69,534	\$71,418	\$73,354	\$74,821
Scale I	\$69,055	\$70,926	\$72,848	\$74,822	\$76,850	\$78,387

Note:

Scale H: Youth & Family Therapist (starts at rate for Step 4 of Scale A)

Scale I: Youth & Family / Trauma Therapist (starts at rate for Step 6 of Scale A)

Note:

All new Employees will be placed no higher on the salary grid than Step 3.

Retroactivity will be paid for active employees employed on the date the Union ratifies the Collective Agreement.

There shall be no movement between steps on the salary scale for employees for the duration of the collective agreement. Wage increases for employees will occur when the grid rates are adjusted on April 1 of each year.

35.02 Part-time Employees shall receive wages in accordance with 35.01, but on a pro-rated basis. The wage rate specified for the relevant classification in which the part-time Employee is placed shall be pro-rated for said part-time Employee in the same ratio as the regular hours of work of said part-time Employee bears to the regular hours of work of a full-time Employee in the same job category.

35.03 The Employer shall pay wages in accordance with 35.01 on a bi-weekly (every two weeks) basis.

35.04 At the time of hiring, the Employer shall provide each new Employee and the Union Executive with a letter and a copy thereof, including the following information:

- (a) Starting salary
- (b) Hourly rate of pay (when applicable)
- (c) Classification
- (d) The number of hours per week or per fourteen (14) calendar day period the Employee will be regularly required to work, i.e., regular hours of work.
- (e) An information package including:
 - Health Care Benefits
 - Dental Plan
 - Pension Plan
 - Group Life Insurance
 - Long Term Disability Plan

At the Employee's discretion, the new Employee may submit the copy of the letter of commencement to the Local. Residential Employees and Community Outreach Team will be provided with a photo-identification card. All others will be decided on a case by case basis by the Manager.

The Employer will on an annual basis present at Union Management meetings a written report of the rationale for the determination of salary for new Employees placed on the grid. If at any time the Employer changes the rationale, the Union will be notified.

35.05 When an Employee temporarily relieves or performs the principal duties of a non-bargaining unit position, said Employee shall be deemed to be covered by this Collective Agreement for the entire period during which the Employee temporarily fills said position.

35.06 The final pay cheque received by an Employee who is terminated by the Employer, or who resigns or retires from the employ of the Employer, shall include accumulated wages up to the end of the notice period, all earned vacation pay standing to the Employee's credit at the date of termination, resignation or retirement, all overtime pay which is owed, and any other benefits to which the Employee is entitled.

ARTICLE 36 – HEALTH AND WELFARE BENEFITS

36.01

- (a) The Employer shall pay one hundred percent (100%) of the premium cost of the following benefits for all Employees and their dependents:

Extended Health Care

Psychologists Visits

Effective the date on which both parties have ratified the renewal Collective Agreement, the current Psychologist benefit (of \$40 per visit to a maximum of 10 visits per calendar year), will be replaced with coverage providing for 80% of the reasonable and customary cost, as defined by the insurer, per visit up to a combined \$2,500 maximum per calendar year for Psychologists, Marriage Counsellor, Clinical Counsellor and Social Worker visits.

Dental Plan (6-month waiting period)

Group Life Insurance (at twice annual salary)

Vision Care Coverage (\$400.00 benefit every 24 months) used either for glasses, contact lenses or elective laser vision corrective procedures. The plan will also include one eye exam every 24 months.

Employee Assistance Program

- (b) It is understood for the purposes of health benefits; dependent shall be defined to include a person with whom an Employee has a common-law relationship.

The Parties agree to discuss the appropriate allocation of benefits with the Carrier and make any changes necessary as long as the cost of the benefits plan is not increased.

- 36.02 In accordance with the government regulations, both the Employer and the Employees will pay their respective share of the premium costs for Employment Insurance and the Canada Pension Plan.
- 36.03 The Employer agrees to cover all Employees under the Workplace Safety & Insurance Act (WSIB). The Employer also agrees to pay the Employee at the Employee's regular net wages for the waiting period until compensation benefits begin, and to pay the difference between such compensation benefits and the Employee's regular net wage rate during the period the Employee receives WSIB benefits. Accidents must be reported to the Employer within forty-eight (48) hours.
- 36.04 Eligible Employees may participate in the Sunlife Financial Pension Plan in accordance with the coverage arranged through the YOUTHLINK Group Policy. Required contributions of participating Employees shall be three percent (3%) of earnings before benefits. The Employer shall match this contribution.
- 36.05 The Employer shall provide the Union with copies of all insurance policies within sixty (60) days of signing of this Agreement and in future whenever there is any material change in any policy.
- 36.06 The level of Health and Welfare Benefits to the members of the bargaining unit shall not change during the life of this contract.

ARTICLE 37 – UNION MANAGEMENT COMMITTEE

- 37.01 The purpose of the Union Management Committee shall be to provide an opportunity for informal discussion between the Union and the Employer of any matter which is of mutual concern to the Parties, save and except any matter which is currently being processed through the Grievance Procedure outlined in Article 12 of this Agreement.
- 37.02
- (a) The Union Management Committee shall meet on six (6) occasions in a twelve (12) calendar month period at a time and place mutually agreeable to both the Union and the Employer.

The Union shall be represented by not more than four (4) Local Representatives and the employer shall be represented by up to an equal number of representatives. Either Party may request the calling of said meetings. The Party requesting the meeting shall supply an agenda to the other Party.

- (b) Attendance at the meeting referred to in Article 37.02 (a) above shall be considered paid work time for the Local Representative.
- (c) Summaries of the meetings shall be prepared and signed by both Parties.

ARTICLE 38 – HEALTH AND SAFETY

38.01 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act, RSO 1990, as amended from time to time.

ARTICLE 39 – DURATION OF AGREEMENT

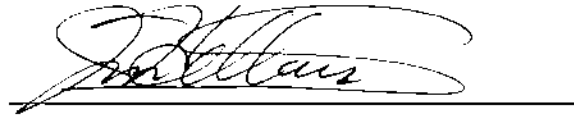
39.01 This Agreement between the Union and the Employer shall supersede all previous personnel policies and rulings, practices and interpretations thereof, which the Employer has had up to the date of ratification of this Agreement.

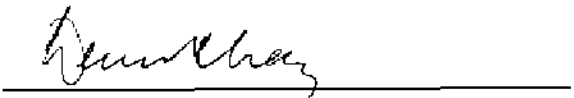
39.02 The parties agree that the term of the collective agreement will be April 1, 2021 to March 31, 2025.

39.03 This Agreement shall be renewed automatically from year to year unless either Party gives to the other Party notice of desire to negotiate amendments hereto. Such notice shall be given in writing not more than ninety (90) days, and not less than thirty (30) days, prior to the expiration date in any year. Within fifteen (15) days after notice is given, or within such further period as the Parties may agree upon, negotiations shall commence. In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed or until the conciliation process is completed and the Union is entitled by law to commence a legal strike and the Employer is entitled by law to conduct a legal lockout.

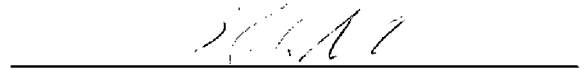
SIGNED AND DATED AT: Toronto this 18th day of October, 2023.

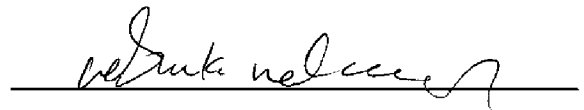
For the Employer:





For the Union:











LETTER OF UNDERSTANDING #1

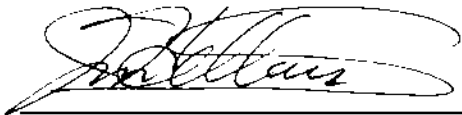
RE: SCHEDULING IN THE RESIDENCE

It is agreed that Article 22.07 (d) which provides that employees will not be required to work consecutive holidays does not apply for Christmas day and Boxing day which are treated as one scheduling period or for Good Friday and Easter Monday as the staff and management have agreed on alternate arrangements for these holidays.

While the employer endeavours to schedule single days off as little as possible the parties agree that it is not always possible to meet the expectation contained in article 22.07 (e).

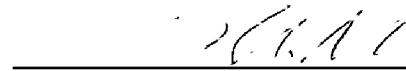
SIGNED AND DATED AT: Toronto this 18th day of October, 2023.

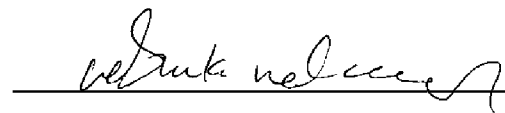
For the Employer:






For the Union:











LETTER OF UNDERSTANDING #2

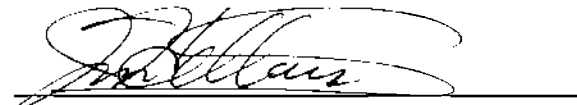
Consistent with Article 22, the Employer intends to implement a fixed shift schedule for full time employees in the residence in order to establish more stable scheduling practices. Employees in each classification will select the line on the schedule they prefer in descending order of seniority.

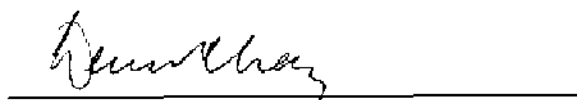
The lines of the schedule will conform to the conditions in Article 22.

The Employer reserves the right to modify or discontinue the fixed shift schedule as it determines necessary.

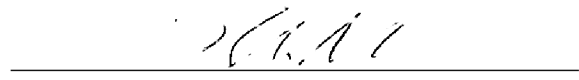
SIGNED AND DATED AT: Toronto this 18th day of October, 2023.


For the Employer:




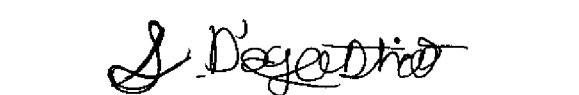



For the Union:











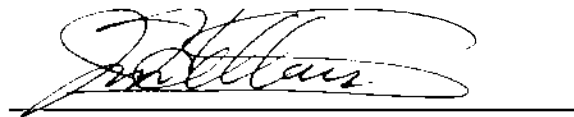
LETTER OF UNDERSTANDING #3

RE: WHAT'S UP WALK IN CLINIC

The parties recognize that the currently operating What's Up Walk In Clinic falls outside the normal hours of work. Therefore, it is agreed that the Employer may post and hire for those positions required to staff the clinic with regular hours of work which fall outside those in Article 21.02 (a) and include weekends to allow for the continued operation of the clinic.

SIGNED AND DATED AT: Toronto this 18th day of October, 2023.

For the Employer:





For the Union:

