

COLLECTIVE AGREEMENT

between

TURNING POINT YOUTH SERVICES

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
and its LOCAL 3501B**

TERM: January 1, 2022 to December 31, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is mutually agreed that the purpose and intent of this Agreement is to further the programs and services of the Employer and to promote cooperation and harmony between the Employer, the Employees and the Union and to secure for the parties the full benefits of orderly collective bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all grievances, to promote efficiency in the production of quality services, and set forth the conditions of employment to be observed by the Employees, the Union and the Employer.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the exclusive bargaining agent for all Employees of Turning Point Youth Services (at its Wellesley St. facilities and related non-residential locations), save and except those employed in a supervisory capacity or above the rank of supervisors, persons employed in an Administrative capacity, students employed during the school vacation period, and the exclusions outlined in 2.01(b).
- (b) A term Employee is one who fills a special position or project that is funded outside of the normal operating budget. A contract Employee is one who is hired for replacement of Employees on an authorized leave of absence such as sick leave or pregnancy/parental leave. Term assignments and contract assignments are not to exceed twelve (12) months at any one time, except by mutual agreement of the parties. Notwithstanding the above, it is understood that in the case of an authorized pregnancy/parental leave, contract assignments are not to exceed eighteen (18) months at any one time, except by mutual agreement of the parties. Term Employees and contract Employees are not entitled to receive benefits other than statutory requirements, or in addition to benefits already received in their “home” positions. If a term Employee or contract Employee is subsequently hired during the term of the contract for a regular full-time position, then the Employee’s seniority shall commence on the original date of hire as long as service has been continuous. Term and contract Employees are not subject to the Layoff and Recall provisions of the collective agreement. For terms of six (6) months or less, Employees will receive vacation pay in lieu of accruing days of vacation and said Employees will not accrue sick leave.
- (c) Persons whose jobs are excluded from the bargaining unit shall not perform work normally performed by persons in the bargaining unit, except in the following circumstances:
- (i) to provide relief for Employees in the bargaining unit;

- (ii) where any Employee assigned to work is not available or, in the case of overtime, is unwilling to do the work;
- (iii) where an Employee assigned to the work is not qualified or capable of doing it;
- (iv) for the purposes of training Employees;
- (v) where an Employee assigned to work refuses to perform it.

It is further agreed that the Employer may utilize the services of volunteers and students in a co-operative training program, but that such persons are used by the Employer to supplement its programs and shall not be utilized so as to displace a regular Employee from the Employee's job.

- 2.02 The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each employee's name, job assignment, work location, employment type (full-time/relief), employment status (active/inactive), mailing address, personal email (if provided by the employee), and telephone number.

The employee contact list will be provided in an electronic spreadsheet to the Union's Recording Secretary or designate on a quarterly basis. The Employer agrees to notify the Union of the names of all new Employees coming within the scope of the Bargaining Unit and provide home addresses and phone numbers.

- 2.03 No bargaining unit Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the Management of the facilities and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer and suspend Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that the Employee has been discharged or disciplined without cause may be the subject of a grievance and dealt with as herein provided;
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the Employees; and

- (d) determine the nature and kind of services offered by the Employer, the kinds and location of facilities, equipment and materials to be used, the control of materials and equipment, the use of incentive programs, the methods and techniques of work, the content of jobs, the schedules of operation and working hours, the number and classification of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any other part thereof, and to 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.

ARTICLE 4 – RELATIONSHIP

4.01 All Employees covered by this Agreement shall, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As condition of employment, all new Employees shall become and remain members in good standing of the Union.

4.02 Union dues shall be deducted from Employees' pay bi-weekly. The Employer shall forward such deductions to the National Secretary-Treasurer of the Union, by the fifteenth (15th) of the month following the month in which such deductions were made, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.

Dues Receipts – at the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each union member in the previous year on their T-4 slip.

4.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.

4.04 (a) The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an Employee's membership or non-membership in the Union, activity or lack of activity in the Union, or because of any Employee exercising their rights under the Ontario Labour Relations Act.

(b) The parties agree to abide by the provisions of the Ontario Human Rights Code, R.S.O. 1990, as amended from time to time.

(c) It is further understood that the parties, being cognizant of the type of care and service provided by the Employer, agree that no Employee shall engage in activities that are deleterious to the Turning Point Youth Services Program, during the course of the Employee's employment.

- 4.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management.
- 4.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any such other advisors assigned to the local. Such representatives and/or advisors shall have access to the Employer's premises in the following situations:
1. To attend formal Union/Management meetings (excluding Labour/Management meetings)
 2. When dealing with grievances
 3. During collective agreement negotiations

The employer shall be saved harmless in respect of any accident or injury, which may befall such representative during the course of the Representatives visit.

ARTICLE 5 – UNION MEMBERSHIP

5.01 Bulletin Boards

The Employer will provide a bulletin board approximately two feet by three feet (2"x3") in the counselling department, and in the hostel for the posting of Union business, which shall be initialled by a Union representative.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6.01 The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect.
- 6.02 Within thirty (30) calendar days of employment the Steward or representative shall introduce themselves to the new Employee as the Employee's Union Steward or representative. The Steward or representative shall provide such Employee with a copy of the Collective Agreement and the Constitution and By-Laws of the Union, and will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes, for the purpose of acquainting the new Employee with the benefits and duties of Union membership and Employee's responsibilities and obligations to the Employer and the Union.
- 6.03 If Employees are on shift at the time of union meetings, they may be expected to forego the union meeting and continue with their job functions or attend union meetings and be docked pay or use compensatory time with the prior approval of the Employer and as long as necessary coverage is maintained.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate of the Employer and the President (or designate) of the Union.
- 7.02 The Union agrees to supply the Employer with the names of its officers and stewards, in January of each year, or from time to time due to changes. The Employer, in turn, agrees to supply the Union with a list of the names of its supervisory personnel with whom the Union may be required to transact business in January of each year, or from time to time due to changes.

ARTICLE 8 – COMMITTEES

8.01 Labour / Management Committee

- (a) The purpose of the Labour/Management Committee shall be to provide an opportunity for informal discussions between the Union and the Employer of any matter that is of mutual concern to the parties and is not properly the subject of collective bargaining or a formal grievance.
- (b) The Labour/Management Committee shall meet no less than four (4) times during the calendar year at a time and place mutually agreeable to the Union and the Employer. Not more than three (3) Employees shall represent the Union, and the Employer shall be represented by an equal number of representatives. The party requesting a meeting shall supply an agenda to the other party.
- (c) Summaries of these meetings shall be prepared jointly by the Employer and the Union and distributed to the committee members within a reasonable period following the conclusion of the meeting.

8.02 Health and Safety Committee

- (a) The Employer and the Union will strike a committee comprised of representatives from the Employer and the Union, whose obligations will be to carry out the requirements of a Health and Safety Committee within the meaning of the Occupational Health and Safety Act.
- (b) The Employer shall compensate Employees who serve on the Health and Safety or Labour/Management Committees where meetings are conducted outside of the Employee's regular working hours by providing equivalent time off to such Employees at a time to be determined by the Employer, such time to be accumulated at a straight time rate.

8.03 Grievance Committee and Stewards

The Employer agrees to recognize a Union Grievance Committee comprised of three (3) stewards of the Union from within the bargaining unit at the 95 Wellesley St. E. location. All members of the Grievance Committee shall have completed their probationary period.

8.04 The Union acknowledges that the Union committee members have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first obtained permission from their immediate supervisor to do so. Permission shall not be unreasonably withheld. At the time of such request the Union Committee members shall state their destination to their immediate supervisor and shall report again to them at the time of their return to work. In accordance with the foregoing understanding, the Employer agrees that Union committee members servicing grievances of Employees or meeting with the Employer during their regular working hours shall not be subject to any reduction in their regular pay.

8.05 Negotiations Committee

(a) The Employer agrees that the Union may appoint or otherwise select a Union bargaining committee composed of not more than two (2) Employees, who have completed their probationary period plus the Local President. The Employer agrees to recognize the members of the said committee as set forth in this Agreement for the purposes of bargaining on any matter properly arising from time to time during the currency of this Agreement, including negotiations for the renewal of this Agreement.

(b) All time spent during negotiations with the Employer shall be considered time worked and compensated at the appropriate rate(s).

8.06 No Employee shall act in the capacity of steward, or committee member as referred to in this Article until after they have successfully completed their probationary period.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

9.02 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. If an Employee has a complaint, such complaint shall be discussed with their immediate supervisor within seven (7) calendar days after the circumstances are known, or ought reasonably to have been known by the Employee or the Union. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days, the Employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

9.03 Step No. 1

Within seven (7) calendar days following the decision of the immediate supervisor, the Employee must submit the written grievance to the Executive Director (or their designate). Within seven (7) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting. A decision in writing shall be delivered by the party receiving the grievance within seven (7) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration as per Article 10.

9.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 1 within seven (7) calendar days of the event giving rise to the grievance becoming known, or ought reasonably to have become known. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 1 within twenty-one (21) calendar days, it may be submitted to arbitration in accordance with Article 10. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

9.05 Group Grievance

Where two (2) or more Employees have identical grievances and each Employee would be entitled to grieve separately, all such Employees may sign one grievance form and submit the grievance at Step No. 1 within seven (7) calendar days of the events giving rise to the grievance becoming known (or ought reasonably to have become known). The nature of the grievances, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one (1) grievance subject to all applicable provisions under the grievance procedure.

9.06 Discharge Grievance

- (a) The Employer agrees to inform the Union in writing, of the suspension or discharge of an Employee. An Employee who has completed probation and is suspended or discharged from employment shall have ten (10) calendar days after the Union is informed of the suspension or discharge in which to file a grievance. The grievance shall be reduced to writing and originated under Step No. 1. Such a grievance shall not be considered where more than ten (10) calendar days have elapsed since the Union was informed of the suspension or discharge.

- (b) Notwithstanding anything in this Agreement, a probationary Employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer (unless it is alleged that the discharge is in violation of Article 4.04 of this Agreement), and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

Notwithstanding anything else in this Collective Agreement, the following actions shall constitute just cause for immediate dismissal and it is agreed that the penalty imposed shall not be subject to review under the grievance and arbitration procedures provided in this Agreement and does not constitute a difference between the parties:

- (i) the physical, sexual, or mental abuse of clients;

- 9.07 No adjustment effected under the grievance or arbitration procedures shall be made retroactive prior to the date that the grievance was formally presented to the Employer, or, if applicable, the date of the alleged violation provided that it does not exceed the time limits set out in Article 9.02.
- 9.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer and the Union and the Employee or Employees involved.
- 9.09 No Union representative or steward may solicit grievances from Employees during the course of their normal duties.
- 9.10 An Employee is entitled to union representation at all stages of the grievance and arbitration procedures.
- 9.11 Any of the time limits in the grievance process may be extended by mutual agreement between the parties.

ARTICLE 10 – ARBITRATION

- 10.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9 above and which has not been settled, shall be referred in writing exclusively to a sole arbitrator at the request of either of the parties hereto.
- 10.02 Should the parties fail to agree on the choice of arbitrator within twenty (20) calendar days from the date the grievance was referred to arbitration, the Office of Arbitration at the Ministry of Labour will be asked to nominate a single arbitrator.
- 10.03 The decision of the arbitrator shall be final and binding on both parties.

10.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.05 Each of the parties to this Agreement will bear equally the expenses of the sole arbitrator selected by the parties or appointed by the Office of Arbitration, as the case may be.

10.06 Mediation

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

ARTICLE 11 – MANAGEMENT GRIEVANCES

11.01 It is understood that the Management may at any time file a grievance with the Union and request a meeting with their to discuss any complaint with respect to the conduct of the Union, its officers or committees, in its relationship with the Employer or other Employees or with respect to any complaint that there has been a violation of any contractual obligation under this agreement that has been undertaken by the Union. If such grievance by the Management is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set forth in Article 10 above.

ARTICLE 12 – SUSPENSION AND DISCHARGE CASES

12.01 In the event of an Employee, who has attained seniority, being suspended or discharged from employment and the Employee believed that the suspension or discharge is without cause, the case may be taken up as a grievance at Step No. 1 of the grievance procedure.

12.02 The Employer agrees to inform the Union in writing, of the suspension or discharge of an Employee. An Employee suspended or discharged from employment shall have seven (7) calendar days after the Union is informed of the suspension or discharge in which to file a grievance.

Such a grievance shall not be considered where more than seven (7) calendar days have elapsed since the Union was informed of the suspension or discharge.

12.03 Such special grievance may be settled by confirming the Management's action in suspending or dismissing the Employee, or by reinstating the Employee in the Employee's position with full compensation for time lost, or by any other arrangement that is just and equitable in the opinion of the conferring parties or the arbitrator, as the case may be.

- 12.04 The Employer shall have the right to release any Employee for any reason, during the probationary period and such Employee shall have no recourse to the grievance procedure unless it is alleged that the discharge is in violation of Article 4.04 of this agreement.
- 12.05 Where it is alleged that the Employer has engaged in a violation of Article 4.04, the burden of proof shall be on the party making the allegation, and such party shall be obliged to provide full particulars of the facts and circumstances upon the basis of which the allegation was made at the time of the filing of the grievance.

ARTICLE 13 – DISCIPLINARY PROCEDURE

- 13.01 An Employee shall be entitled to representation by a Union Steward at any formal meeting with a representative of the Employer that is likely to result in disciplinary action on the part of the Employer, if the Employee requests such representation. The Employer shall inform the Employee of the Employee's right to have a Union representative present at such meeting. The Union shall be notified of the meeting concurrently with the Employee.

The Supervisor shall allow a maximum of two (2) working days to facilitate the presence of the Union steward at the interview in cases where the steward's work time does not overlap with the Employee's regular scheduled work time.

It is understood that it is the responsibility of the Union to be available during the two (2) working days. The Employer reserves the right, in urgent cases, to proceed with the formal meeting in the absence of the Union steward if one is not immediately available. The parties agree that where a steward is not available, the absence thereof shall not be used as a basis to negate any action or discipline taken by the Employer.

- 13.02 An Employee shall have the right to have access to and review the Employee's personnel file in the presence of the Executive Director or the Executive Director's designate and shall have the right to respond in writing to any document contained therein and such response shall become part of the record.
- 13.03 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefore. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.
- 13.04 Information concerning disciplinary investigations shall not be disclosed by any party involved except as may be necessary for the Employer to conduct its investigation and make its determination on the outcome, for an employee who is being investigated to obtain advice and representation from the Union, and as needed by either the Employer or the Union in legal proceedings related to the discipline.

- 13.05 Copies of any disciplinary action or notices shall be removed from an Employee's personnel file after twelve (12) months, provided there has been no further disciplinary action.

ARTICLE 14 – STRIKES AND LOCKOUTS

- 14.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, slowdown, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout. The words "strike" and "lockout" have the meaning attributed to them in the interpretation section of the Ontario Labour Relations Act R.S.O. 1990, as amended from time to time.
- 14.02 Should the Union claim that cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Article 11.
- 14.03 In the event of a legal strike or lockout, the Employer agrees to continue benefit coverage for Employees. CUPE shall reimburse the Employer.

ARTICLE 15 – RESOLUTIONS AND REPORTS

- 15.01 Copies of all rules and regulations adopted by the Board of Directors which affect Employees in their employment relationship are to be posted on all bulletin boards in a timely manner following adoption of the regulation by the Board of Directors.

ARTICLE 16 – PROBATIONARY EMPLOYEES

- 16.01 A newly hired full-time Employee shall be on probation for a period of one hundred eighty (180) calendar days from the date of the Employee's full-time employment. During the probationary period the Employee shall be entitled to all rights and benefits of this Agreement but shall not be entitled to grieve or arbitrate the Employee's discharge unless it is alleged that the Employer has violated the provisions of Article 4.04 herein.
- 16.02 The Employer shall provide the probationary Employee, and the Union with written notice of the successful completion of the Employee's probationary period and the seniority of such Employee shall be back-dated to the date of the Employee's last hiring by the Employer.
- 16.03 Part-time and relief Employees shall serve a probationary period of three hundred sixty (360) hours worked or six (6) months, whichever is less.
- 16.04 No Employee shall serve more than one (1) probation period.

ARTICLE 17 – SENIORITY

- 17.01 (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification and recognition of the Union. It is understood and agreed that should an Employee from another Local 3501 bargaining unit be successful in applying for a position in the bargaining unit, the Employee's seniority shall include their seniority calculated under the other Local 3501 Collective Agreement at the time of transfer. Seniority is one of the criteria used in determining preference or priority for promotion, transfer, layoff, permanent reduction of the work force and recall to work following a layoff, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) In the event that a part-time or relief Employee becomes confirmed as a full-time Employee, all hours worked to date will be credited towards the seniority status of that Employee.
- (c) An Employee shall accumulate seniority under any of the following conditions:
- (i) While the Employee is at work for the Employer, after the Employee has completed the probationary period as set out in Article 16.
 - (ii) During the first two (2) years of any absence when the Employee is prevented from performing work for the Employer by reason arising out of and in the course of employment for the Employer and for which the Employee is receiving compensation under the provisions of The Workplace Safety and Insurance Act, R.S.O. 1998 as amended from time to time.
 - (iii) During the first twenty-four (24) months of any absence due to illness, non-compensable accident, layoff or written leave of absence.
 - (iv) During the time that an Employee is on pregnancy leave, parental leave, emergency leave, or other approved leave during which Part XIV of the *Employment Standards Act, 2000* requires accrual of seniority.
- 17.02 The Employer shall maintain one seniority list showing the date of employment of each Employee in the bargaining unit and the number of hours worked to date. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 17.03 An Employee shall lose the Employee's seniority standing and be deemed to have quit the Employee's employment when:
- (a) the Employee resigns in writing;
 - (b) the Employee is discharged, and such discharge is not reversed through the grievance and arbitration procedures herein;

- (c) the Employee is laid off for a continuous period of more than eighteen (18) months;
- (d) the Employee is absent without leave in excess of three (3) working days or fails to report for work without a reasonable excuse;
- (e) the Employee fails to return to work promptly upon completion of an authorized leave of absence or unreasonably utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) the Employee retires or in any other manner ceases to be employed by the Employer;
- (g) the Employee fails to advise the Employer of the Employee's wish to return to work within three (3) business days from the notice of recall from layoff. The notice of recall will be sent by electronic mail and the Employer will attempt to contact the Employee concurrently by telephone to advise them to check their email for the notice of recall. If the Employer is unable to contact the Employee by telephone, the Employer will notify the Union Steward so that the Union may also have the opportunity to attempt to contact the Employee by telephone. Employees shall confirm receipt of the notice of recall by reply email to the Employer. Notice of recall shall be deemed to have been received on the day that the notice of recall was sent. A recalled Employee shall be permitted to give up to three (3) weeks' notice of termination to accept the recall. An Employee who turns down a recall offer to a position other than their own (pre-layoff) position shall not be deemed to have lost their seniority;
- (h) a part-time Employee repeatedly refuses to accept shifts offered in accordance with their stated availability;
- (i) a part-time Employee repeatedly cancels shifts without providing a reasonable explanation (it is understood that under normal circumstances, Employees must supply to the Employer at least eight (8) hours cancellation notice);
- (j) a part-time Employee repeatedly fails without a reasonable explanation to respond to messages left by the Employer;
- (k) a part-time Employee does not work for the Employer for a period of three (3) calendar months (excluding lay-off).

ARTICLE 18 – PROMOTIONS AND STAFF CHANGES

18.01 Vacancies and Transfers

Where the Employer seeks to fill a vacancy in the bargaining Unit, consideration shall be based on the following factors.

- (i) Skill, qualifications, experience and the ability to perform the requirements of the position; and
- (ii) Where the above-noted factors are relatively equal in the judgement of the Employer, seniority shall govern.

18.02 Where the Employer seeks to fill a vacancy or a new position is created within the Bargaining Unit, the Employer shall post notice of the vacancy to be filled on the bulletin board. The notice shall be posted for a period of not less than seven (7) calendar days.

Where a new position is created within the Bargaining Unit, the Employer will develop a job description and a proposed annual salary and/or applicable hourly rate of pay. The annual salary and/or applicable hourly rate of pay will be subject to negotiations between the Employer and the Union. The Employer will provide the Union with a copy of the job description.

If the parties are unable to agree on the annual salary and/or applicable hourly rate of pay for the new position, such dispute shall be subject to the grievance and arbitration process for determination. It is understood that failure to reach agreement on the annual salary and/or applicable hourly rate of pay, shall not prevent the Employer from posting and filling the position at the annual salary and/or applicable hourly rate of pay that they deem appropriate at the time.

Should an arbitral ruling determine a different annual salary and/or applicable hourly rate of pay, the new rate(s) will be applied retroactively to all hours from the time the new position was first filled by the employee.

18.03 Such notice shall contain the following information:

- ❖ Nature of the position
- ❖ Qualifications for the positions
- ❖ Shift
- ❖ Salary rate or range

18.04 All applicants from within the Bargaining Unit shall be given first consideration for the position. If no successful applicant is found from within the Bargaining Unit, the Employer shall consider applicants from the other Local 3501 bargaining units, if any. It is understood Article 18.01 shall apply to the consideration of candidates from other Local 3501 bargaining units and that seniority accumulated in the other bargaining units shall be included in determining the applicant's seniority for the purposes of Article 18.01 (ii). If no successful applicant is selected from another Local 3501 bargaining unit, the employer may hire from outside.

18.05 The successful applicant shall be placed in the position for a trial period of up to six (6) months. In the event that the Employer determines that the successful applicant is unsatisfactory for the position or is unable to perform the duties of the new job classification during the trial period, or if the successful applicant wishes to return to their previous job duties during the trial period, the successful applicant shall be returned to their former classification (or classification in the previous bargaining unit if applicable and if permitted by the applicable collective agreement) at any time within the two (2) week period following the decision. This may result in other Employees being displaced from their new positions.

18.06 (a) The Employer will notify all applicants of the successful applicant.

(b) The Union shall be notified of all appointments and recalls concurrently with the Employee(s) involved.

18.07 Temporary Transfers

When an Employee is temporarily transferred to perform duties of a higher paying classification, the Employee shall be paid at the rate which is next higher than their present rate in the range to which they are transferred. Where an Employee is temporarily transferred to a lower paying position, the rate of pay shall not be reduced unless the transfer is made at the request of the Employee.

18.08 No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent.

If an Employee is transferred permanently to a position outside of any bargaining unit, the Employee shall retain the Employee's seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during the Employee's trial period, which shall be a maximum of three (3) months. If an Employee returns to the bargaining unit, they shall be placed in their former position without regard to seniority. Such return may result in the lay-off or bumping of other Employees. After the trial period, all seniority shall be lost.

ARTICLE 19 – LAYOFFS AND RECALLS

19.01 A layoff shall be defined as a reduction in the workforce of fourteen (14) calendar days or more.

19.02 (a) Both parties recognize that job security should increase in proportion to length of service.

(b) Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority.

- (c) An Employee about to be laid off may bump any Employee with less seniority, providing that in the judgement of the Employer the Employee exercising the right is qualified to perform the work of the less senior Employee.
- (d) Layoffs and recalls after such layoffs shall be based on the following factors:
 - (i) seniority; and
 - (ii) skill, qualifications, experience and ability to perform the requirements of the position.

It is understood that where the qualifications referred to in factor (ii) above are relatively equal in the judgement of the Employer, factor (i) shall govern.

Notwithstanding 19.01 above, it is understood that a reduction in the workforce of two (2) weeks or less is not a layoff. Should a reduction in the workforce of two (2) weeks or less occur, affected Employees will be reassigned. If an Employee refuses a reassignment, the Employee may choose to exhaust any accumulated vacation, comp. or lieu time, or alternatively may choose to take the time off to be unpaid. If the employer chooses not to reassign an Employee, the remaining portion of the two (2) week period shall be considered paid time and paid at the Employee's regular rate of pay.

- 19.03 New Employees shall not be hired until those laid off have been given an opportunity of recall, or their recall rights have expired (pursuant to Article 17.03(c)). Recalls shall be in order of seniority where the Employee is qualified to do the work.
- 19.04 Notice of layoff shall be pursuant to the Employment Standards Act 2000, S.O. 2000, C.41 as amended from time to time.
- 19.05 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the grievance procedure.
- 19.06 The right to "bump" shall not include the right to "bump up".
- 19.07 In the case of an impending layoff, the Union shall have the right to make representations on possible alternatives and the Employer agrees to meet with the Union upon request to review alternatives to the impending layoff. It is understood that the final decision in this regard rests with the Employer.

ARTICLE 20 – HOURS OF WORK

- 20.01 The following is intended to define the normal hours of work for Employees but shall not be interpreted as a guarantee of hours of work per day or of work per week nor as a guarantee of work or work schedules.

- 20.02 The regular hours of work for all classifications will be in accordance with the specific job descriptions.
- 20.03 Shift schedules shall be established by the Employer. Four (4) weeks prior to the effective date of a change in shift schedule the Employees will be notified. Except where unforeseen circumstances arise, the shift schedule shall be posted in appropriate locations four (4) weeks prior to the date a shift schedule is to take effect.
- 20.04 Shift schedules shall be established in accordance with the following:
- (i) For full-time Employees (excluding full-time Employees working in the Shelter), the Employer will schedule each Employee off on at least one (1) weekend in each pay period.
 - (ii) Notwithstanding 20.04(i) above, it is understood that full-time Employees working in the Shelter may be required to work weekends, as Article 20.04(i) does not apply to full-time Shelter Employees.
- 20.05 The Employer agrees that no hours of work will be offered to persons outside of the bargaining unit until all Employees have been offered the hours (based on rotating seniority). Dependent on time restrictions, hours will be offered in priority sequence first to relief staff, followed by full-time staff, before being offered outside the bargaining unit. It is understood that the Employer may offer hours to persons outside of the bargaining unit in an extenuating or emergency situation.

It is also understood that:

- (a) Offers will be made by management based on rotating seniority.
- (b) Approval of the staff member's supervisor will be required for any overtime hours.
- (c) Staff members must follow the Employer's timelines for responding to offers to be eligible for available hours.
- (d) Overtime hours can be approved provided that no Employee works more than a total of 100 hours per pay period.
- (e) In extenuating or emergency situations as defined above, overtime hours in excess of the 100-hour cap per pay period can be approved at the Employer's discretion.

ARTICLE 21 – OVERTIME

- 21.01 (a) Overtime shall be compensated in accordance with the provisions of the Employment Standards Act. Employees shall be compensated at their straight time hourly rate for all hours worked over forty (40) but less than forty-two (42) hours per week, and at the rate of one and one-half (1½) times their straight time hourly rate for each hour worked in excess of forty-two (42) hours per week. Payment for overtime hours will be paid out on the bi-weekly pay cheque for the period during which the overtime was worked. Notwithstanding the above, it is understood that the current practice of flex time on the counselling team may continue.
- (b) No Employee shall accumulate more than 40 hours of compensatory time in their bank at any given time. Any hours in excess of 40 hours of banked compensatory time shall be paid out on the next regular pay.
- (c) Should an Employee resign their employment, be retired or request payment for compensatory time, the Employee shall be paid the accumulated hours in their bank at their straight time rate.
- 21.02 The Employer shall have the right to schedule overtime when in its discretion same is required. In the case of any individual Employee, the Employer will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons.
- 21.03 There shall be no duplication, stacking or pyramiding of provisions for pay under this Agreement. Where two (2) or more provisions respecting premium of pay apply, only the highest will be paid.
- 21.04 When an Employee is advised in writing that the Employee is “on call” (that is, immediately available by telephone contact, radio or paging device), Employee shall be paid straight time wages at the rate of three (3) hours pay per day.
- All hours actually worked by an “on call” Employee shall be paid at overtime rates in accordance with Article 21 Overtime, of this Agreement.
- 21.05 When an Employee returns to work on a “stand by” or a “call back”, the Employee shall be paid return taxi fare or mileage allowance between the work location and the Employee’s residence.

ARTICLE 22 – HOLIDAYS

22.01 The following holidays shall be observed as paid holidays for full-time Employees:

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

Employees who were scheduled to have worked but did not do so, due to the observance of one (1) of the above-named holidays, will receive holiday pay calculated in accordance with the *Employment Standards Act, 2000* subject to the following conditions:

- (a) To be eligible for holiday pay, an Employee must work the full workday immediately preceding such holiday and the full working day immediately following such holiday, unless absent with reasonable cause.
- (b) An Employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any of the said paid holidays shall be compensated at the rate of one and one-half (1½) hours for each hour worked on the paid holiday, in addition to receiving their holiday pay. The premium earned at the rate of one and one half (1½) hours for each hour worked may be paid out or banked as statutory compensatory time in accordance with Agency policy.
- (c) In the event one or more of the paid holidays occur during the Employee's vacation they will receive an extra day's vacation with pay; or
- (d) When an Employee is scheduled to work on a holiday, and without reasonable cause, does not work, the Employee shall not be paid for the holiday.
- (e) It is agreed pursuant to the *Employment Standards Act, 2000* that Employees shall work on public holidays as required by the Employer.

22.02 The Employer agrees that in addition to the holidays listed all full-time Employees shall be entitled to one (1) float day (accrued on a monthly basis) to be taken at a time mutually agreed by the parties.

22.03 Part-time Employees shall receive pay at the rate of two and one-half times (2½x) for all hours worked on a holiday.

22.04 Should any of the above holidays, fall on a day when an Employee is not regularly scheduled to work, the Employee shall be given a day off with pay in lieu of said holiday, within sixty (60) calendar days at a time of the Employee's choosing, subject to the occupational requirements of the Employer.

ARTICLE 23 – VACATION

23.01 All full-time Employees shall accrue vacation time on a monthly basis according to the Employee's years of full-time employment as follows:

- (a) Less than three (3) years of employment, one and one quarter (1.25) working days per month, eligible to be taken after six (6) months of employment.
- (b) Three (3) years or more and less than ten (10) years of employment, one point six seven (1.67) working days per month.
- (c) Ten (10) years of employment or more, two point zero eight (2.08) working days per month.

23.02 All full-time Employees shall accrue vacation pay on a monthly basis, calculated as a percentage of the wages earned by the Employee during that month as follows:

- (a) Less than three (3) years of full-time employment: six percent (6%) of wages earned.
- (b) Three (3) years or more and less than ten (10) years of full-time employment: eight percent (8%) of regular earnings.
- (c) Ten (10) years or more of full-time employment: ten percent (10%) of regular earnings.

Vacation pay paid to an Employee when the vacation is given shall be deducted from the Employee's vacation accrued.

23.03 The term "wages" as used in this Article shall include wages, overtime premiums, shift differentials, and all payment for time actually worked, and shall exclude vacation pay. The term "regular earnings" as used in this Article shall refer to regular straight time earnings.

23.04 In computing vacation time for full-time Employees, a working day is equal to eight (8) hours.

23.05 An Employee shall be entitled to carry over to the following vacation year up to five (5) working days' annual vacation.

- 23.06 Employees must submit their choice of vacation by no later than March 1st of each year. Such choice shall be submitted in writing to the Employee's supervisor or their designate. The time of vacation for each Employee each year will be mutually arranged between the Employees and the Employer, taking into account adequate coverage and proper care of the operations. The Employer shall make the determination as to the number of Employees that can be absent on vacation at any one time. If there is a dispute over a respective vacation date between Employees, seniority of an Employee shall be the governing factor, provided that the senior Employee's vacation request was submitted in accordance with the requirements of this Collective Agreement. Employees' vacation requests submitted after March 1st shall be granted on a 1st come 1st served basis subject to programming and staffing requirements. Every attempt shall be made to schedule such vacation in accordance with the Employees' request(s). Should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. Employees working in classifications where their work is associated with the Board of Education must schedule their vacations in accordance with the vacation schedule of the Board of Education.
- 23.07 Should an Employee be on sick leave, or under Workplace Safety and Insurance Board benefits, prior to a scheduled vacation period, and the illness extends into the vacation period, the Employee will be considered to be on sick leave or workers' compensation leave as the case may be, until the Employee returns, and the vacation will be rescheduled in accordance with Article 23.06.
- 23.08 The Employer agrees to cooperate whenever possible in scheduling vacations to begin and end in conjunction with scheduled days off when full week(s) is (are) involved.
- 23.09 On termination, an Employee shall be paid for all vacation pay not used by the Employee's final date of employment. It is agreed pursuant to the Employment Standards Act, 2000 that any vacation pay that has been advanced to the Employee but not earned as of the Employee's final date of employment shall be deducted from the Employee's final pay cheque.
- 23.10 All part-time Employees shall be paid as vacation pay four percent (4%) of their wages for the first four thousand one hundred and sixty (4,160) hours worked. Part-time Employees shall be paid as vacation pay six percent (6%) of their wages for all hours worked between four thousand one hundred and sixty (4,160) hours and eight thousand three hundred and twenty (8320) hours. Part-time Employees shall be paid as vacation pay eight percent (8%) of their wages for all hours worked beyond eight thousand three hundred and twenty (8320) hours. It is agreed, pursuant to the *Employment Standards Act, 2000* that vacation pay that accrues during a pay period for a part-time Employee shall be paid on the Employee's bi-weekly pay cheque for that pay period.

ARTICLE 24 – SICK LEAVE

- 24.01 Employees will accumulate sick leave credits at the rate of one (1) day per month. Sick leave is cumulative during employment up to a maximum of sixty (60) days but there shall be no payout of accumulated sick leave credits at the termination of employment. A doctor's certificate verifying that the Employee is unable to work due to medical reasons may be required at the discretion of the Employer. Employees are not required to provide a doctor's certificate for the first three (3) days of absence for sickness in the calendar year unless there is some good reason to question the absence, or the Employee has been warned with respect to attendance or for other good reason. Where required by the Employer, the cost for all medical notes will be reimbursed by the Employer.
- 24.02 An Employee's reinstatement after sick leave will be conditional on the Employee supplying, when requested, a certificate from a physician that they are fully recovered from the sickness which caused the absence. Where required by the Employer, the cost for all medical notes will be reimbursed by the Employer.
- 24.03 A record of all unused sick leave shall be kept by the Employer, and such record shall be available to an Employee upon request.
- 24.04 Part-time and relief Employees shall not accrue sick leave.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 Bereavement Leave

- (a) In the event of a death in an Employee's immediate family, the Employee shall notify the Employer and the Employer shall grant the Employee five (5) consecutive working days off without loss of pay.

In the case of part-time Employees, the Employer will grant the part-time Employee time off without loss of pay for any shifts that they are scheduled for in the five (5) consecutive calendar day period.

- (b) For the purpose of this Article, "immediate family" shall mean Mother, Father, Spouse, Child, Brother, Sister and Common-Law Spouse (including same sex partners) Grandparent and Grand-child.
- (c) In the event of a death of a Brother-in-law, Sister-in-law, Father-in-law, Mother-in-law, or step family, three (3) consecutive working days off without loss of pay shall be granted.

In the case of part-time Employees, the Employer will grant the part-time Employee time off without loss of pay for any shifts that they are scheduled for in the three (3) consecutive calendar day period.

- (d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Agency, on request, may grant additional bereavement leave.

25.02 Jury / Court Leave

Employees who are called to serve as jurors or witnesses in criminal or civil courts shall be granted leave of absence for such purpose without loss of seniority or benefits. Normal pay will continue to be issued on the usual pay dates. At the conclusion of the Employee's duty, the Employee shall obtain a certificate from the Court, showing the period of the Employee's jury or witness service, and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation, but not including travelling allowances, with the Employer.

25.03 Union Leave

Leave of absence for union business may be granted without pay up to an aggregate maximum for all Employees of thirty (30) calendar days during each calendar year provided that such leave does not in the Employer's opinion interfere with the continuance of efficient operations of the Employer and does not in the Employer's opinion interfere with the proper care of the Employer's business and recipients thereof. The Union will reimburse the Employer for the cost of said leave. Such leave shall be subject to the following conditions:

- (a) not more than four (4) Employees are to be absent on such leave at any given time;
- (b) where possible, a request must be made in writing and approved by the Employer at least three (3) weeks prior to the commencement of the function for which the leave is requested.

25.04 Service Recognition Leave

- (a) An Employee who has completed fifteen (15) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's sixteenth (16th) year of service.
- (b) An Employee who has completed twenty (20) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's twenty-first (21st) year of service.
- (c) An Employee who has completed twenty-five (25) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's twenty-sixth (26th) year of service.

- (d) An Employee who has completed thirty (30) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's thirty-first (31st) year of service.
- (e) An Employee who has completed thirty-five (35) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's thirty-sixth (36th) year of service.
- (f) An Employee who has completed forty (40) years of service shall be granted a one (1) week paid leave of absence forty (40) hours in recognition of their service. The leave of absence shall be taken at a mutually agreeable time during the Employee's forty-first (41st) year of service.

25.05 When an Employee is granted a paid leave of absence the Employee shall continue to accumulate the Employee's seniority, vacation credits and sick leave credits and shall also continue to receive all other benefits of this Collective Agreement.

25.06 Education Leave

An Employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to a maximum of three (3) days to upgrade the Employee's employment qualifications. Such request shall be made in writing to the Employer at least fourteen (14) calendar days prior to the date of the requested leave.

ARTICLE 26 – PREGNANCY/PARENTAL LEAVE

26.01 (a) Pregnancy/Parental leave shall be in accordance with the Employment Standards Act of Ontario, 2000 as amended from time to time.

Vacation entitlement shall be added to maternity leave if the Employee so requests prior to going on maternity leave.

(b) For the purposes of clarity, the Employment Standards Act requires that seniority will continue to accrue during a pregnancy or parental leave. Seniority accrual for the purposes of part-time Employees will be based on the average hours worked during the twenty-six (26) week period prior to the pregnancy/parental leave. Such weekly average shall be used as the appropriate accrual number for seniority purposes for each week of the pregnancy/parental leave.

26.02 Employees shall be granted a leave of absence with pay, covering a period of one (1) full week for the needs related to the birth or legal adoption of their child. Pay shall only be for any time that the Employee would have worked, were it not for the birth or adoption.

It is understood that this leave is intended solely for the “supporting parent/partner” and not for the parent/partner who is collecting E.I. Pregnancy/Parental benefits.

ARTICLE 27 – EMPLOYEE PROTECTION

- 27.01 The Employer agrees to provide Employees with professional liability insurance. The Employer further agrees to provide the Local with a bona fide copy of the insurance policy.
- 27.02 The Employees agree to co-operate with the Employer concerning reporting and disclosure requirements contained in the aforesaid professional liability insurance policy.

ARTICLE 28 – EMPLOYEE DEVELOPMENT

- 28.01 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 in each physical location.
- 28.02 Employees may attend courses, conferences, seminars and workshops, etc., for which the Employee shall be allowed time off work provided approval is first obtained from the Employer. Employee development training time is not to be compensated. This will include in-house training as well as out of house training.
- 28.03 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 and shall be compensated as such. Where Employees attend professional development training lasting eight (8) hours or more, they are not expected to make up any time difference if the professional development training is shorter than the Employee's regular scheduled shift. Where the professional development training activity is less than eight (8) hours (inclusive of travel time back to the Employee's work site), Employees are expected to return to their worksite to complete the remainder of their shift or to use available time (i.e., compensatory time or vacation time) to account for any difference between the training time and the Employee's regular scheduled shift.

ARTICLE 29 – HEALTH AND WELFARE

- 29.01 The Employer shall pay fifty percent (50%) of insurance premiums on benefit coverage for full-time Employees who have completed three (3) months of continuous employment and who were hired on or after August 1, 2002, and the Employee shall pay the remaining fifty percent (50%) of the premiums, for the following coverage:

- (a) Long Term Disability: Sixty-seven percent (67%) of monthly earnings up to a maximum of five thousand (\$5,000) payable after ninety (90) calendar days of total disability. Payments end on death, on cessation of the disability or at age sixty-five (65) except if you are age sixty-four (64) or over when you become disabled you will receive a full twelve (12) months of payment provided you remain totally disabled.
- (b) Group Life Insurance: Twice annual earnings rounded to the nearest one thousand dollars (\$1,000.00). Effective January 1, 2003, the Employer shall pay insurance premiums for coverage of three (3) times annual earnings (maximum of three hundred thousand dollars (\$300,000.00)) for those eligible Employees with more than five (5) years of continuous full-time service. The coverage will be rounded to the nearest one thousand dollars (\$1,000.00). Life insurance benefit will reduce by fifty percent (50%) on Employee's sixty-fifth (65th) birthday (maximum twenty-five thousand (\$25,000.00)).
- (c) Hospital: Private accommodation.
- (d) Eighty percent (80%) of approved paramedical expenses up to a yearly maximum of five hundred dollars (\$500.00).
- (e) Eighty percent (80%) of cost of prescription eye wear up to a maximum of two hundred dollars (\$200.00) in any two (2) consecutive years.
- (f) Dental Coverage: Up to a maximum of one thousand five hundred dollars (\$1,500.00) yearly for basic coverage and fifty percent (50%) of major restorative dental costs up to a maximum of one thousand dollars (\$1,000.00) yearly.

29.02 The Union shall be provided with copies of all the insurance policies described in Article 29.01 of the agreement upon signing of this agreement and in future whenever there is a change in the insurance benefits or a change of carriers.

29.03 The Employer will assume the full cost of hepatitis B Serum and Injection as well as any Employer requested preventative health injection, test, or procedure for those Employees choosing on a voluntary basis to participate.

29.04 RRSP Plan

All full-time Employees who have completed one (1) year of continuous service are eligible to participate in the Group RRSP. The Employer will match contributions up to a maximum of four percent (4%) of the Employee's gross bi-weekly payroll and contribute same into a registered retirement savings plan.

29.05 Employee Family Assistance Plan (EFAP)

The Employer proposes to introduce an EFAP plan for all full-time employees covered under the extended group benefits plan. The Employer will pay 100% of the premiums for the EFAP plan. The plan will be active within sixty (60) days following ratification.

ARTICLE 30 – REIMBURSEMENT OF EMPLOYEES

- 30.01 Public transportation shall be used whenever it is reasonable to do so. When it is not reasonable, an Employee may, with pre-authorization, use the Employee's own car for Employer business and in such cases the following will apply:
- 30.02 Mileage will be reimbursed at the rate of sixty cents (\$0.60) per kilometre and this will be considered to cover all costs of the Employee including at least one million dollars (\$1,000,000.00) Public Liability and Property Damage insurance.
- 30.03 Payment of the aforesaid car expenses and personal expenses will be paid upon valid receipts being submitted on the 25th of each month. Payment for these expenses will be made on the 30th of each month.
- 30.04 In the event that an Employee is required in the course of their duties to attend at court, and the scheduled court appearance is put over until after lunch, the Employer shall reimburse to the Employee a meal allowance of not more than fifteen dollars (\$15.00) where valid receipts are provided.

ARTICLE 31 – SALARIES

- 31.01 The Employer shall pay salaries bi-weekly (every two (2) weeks) in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employee pay stubs shall contain information concerning any deductions.

ARTICLE 32 – GENERAL CONDITIONS

- 32.01 The Employer shall provide all uniforms required by it to be worn in duty. Employees shall be supplied with safety equipment and clothing as required. It shall be the responsibility of the Employer to clean, launder and maintain all clothing, and equipment issued.
- 32.02 The Employer agrees to continue its present practice in regard to the taking of meals and the changing of clothing on the premises of the Employer.
- 32.03 On termination of employment (except for cause) the Employer shall provide a letter of reference on request.

32.04 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine, or masculine has been where the context of the party or parties hereto so require.

ARTICLE 33 – TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from January 1, 2022 up to and inclusive of December 31, 2023, and shall be renewed from year to year thereafter, unless either party gives to the other party notice, in writing, within sixty (60) calendar days prior to the expiry date of the contract that it desires to terminate or amend its provisions.

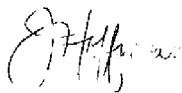
33.02 Where notice to amend this Agreement is given, the provisions of this agreement shall continue in force until a new Agreement is signed or the right to strike or lock-out, whichever first occurs.

33.03 Within thirty (30) calendar days after such notice is given, or within such further period as the parties may mutually agree upon, negotiations for a new Agreement shall commence.

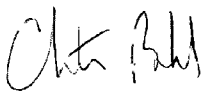
In witness whereof the parties hereto have caused their duly authorized representatives to sign on their behalf, at Toronto, Ontario, this _____, day of November, 2023.

TURNING POINT YOUTH SERVICES

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B









Susan Fragis
Susan Fragis (Nov 23, 2023 11:00 EST)



SCHEDULE A – FULL-TIME WAGE GRID

| Effective January 1, 2022 – 2.75% increase | |
|--|---------------|
| CLASSIFICATION | SALARY |
| Counselling Team & Youth Mental Health Court Worker | |
| <3 years of post-graduate experience | \$66,652.66 |
| >3 years and <6 years of post-graduate experience | \$67,875.84 |
| >6 years of post-graduate experience | \$69,099.04 |
| In-Home Intensive Support Worker | \$54,462.82 |
| Youth Worker (Shelter) | \$50,084.01 |
| Housing Worker | \$50,128.49 |
| Community Support Worker | \$50,128.49 |
| Youth Worker (PATH Program) | \$50,128.49 |
| Intake Worker | \$52,041.11 |
| Youth In Transition Worker | \$50,128.49 |
| Youth Worker (CONNECTS Program) | \$50,128.49 |
| Maintenance Worker | \$39,932.61 |

| Effective January 1, 2023 – 1.75% increase | |
|--|---------------|
| CLASSIFICATION | SALARY |
| Counselling Team & Youth Mental Health Court Worker | |
| <3 years of post-graduate experience | \$67,819.08 |
| >3 years and <6 years of post-graduate experience | \$69,063.67 |
| >6 years of post-graduate experience | \$70,308.27 |
| In-Home Intensive Support Worker | \$55,415.92 |
| Youth Worker (Shelter) | \$50,960.48 |
| Housing Worker | \$51,005.74 |
| Community Support Worker | \$51,005.74 |
| Youth Worker (PATH Program) | \$51,005.74 |
| Intake Worker | \$52,951.83 |
| Youth In Transition Worker | \$51,005.74 |
| Youth Worker (CONNECTS Program) | \$51,005.74 |
| Maintenance Worker | \$40,631.43 |

Retroactivity paid within ninety (90) days of ratification. Employees on leave will be paid retroactivity within thirty (30) days upon return to work.

The parties acknowledge that the Collective Agreement must comply with applicable legislation. Should Bill 124 be declared valid in future litigation, the parties agree to reopen the Collective Agreement and bargain in good faith with respect to compensation, to comply with Bill 124.

SCHEDULE A – PART-TIME WAGE GRID

| Effective January 1, 2022 – 2.75% increase | |
|---|---------------------|
| Classification | Wages / Hour |
| Part-Time Relief | \$21.44 |

| Effective January 1, 2023 – 1.75% increase | |
|---|---------------------|
| Classification | Wages / Hour |
| Part-Time Relief | \$21.82 |

Retroactivity paid within ninety (90) days of ratification. Employees on leave will be paid retroactivity within thirty (30) days upon return to work.

The parties acknowledge that the Collective Agreement must comply with applicable legislation. Should Bill 124 be declared valid in future litigation, the parties agree to reopen the Collective Agreement and bargain in good faith with respect to compensation, to comply with Bill 124.

LETTER OF UNDERSTANDING #1

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

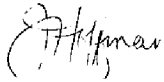
Re: Health and Welfare Premiums

This will confirm that notwithstanding Article 29.01, the Employer shall pay one hundred percent (100%) of the insurance premiums on benefit coverage for all current full-time Employees and all new full-time Employees hired during the term of this Collective Agreement, once they have completed three (3) months' service, as outlined in Article 29.01.

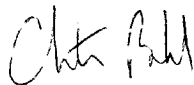
DATED AT Toronto, Ontario, this _____, day of November, 2023.

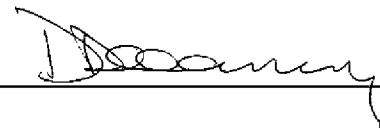
TURNING POINT YOUTH SERVICES

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #2

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

Re: Policy Review

Notwithstanding the Employer's rights to introduce or revise policies and/or procedures from time to time, the Employer and the Union agree that over the term of the current Collective Agreement, the Employer will supply the President, Lead Stewards or designates with copies of any new policies prior to disseminating to all staff. The Union will have the opportunity to provide feedback in writing, or when mutually agreed, at the Employer's discretion to meet with the Employer to discuss the new policies and/or procedures.

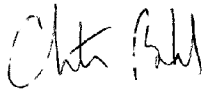
DATED AT Toronto, Ontario, this _____, day of November, 2023.

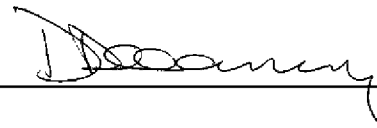
TURNING POINT YOUTH SERVICES

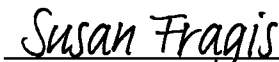
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #3

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

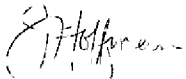
Re: Counselling Team Compensatory Time

It is agreed that notwithstanding Articles 21.01(a) and 21.01(b), full-time Employees on the Counselling Team who work overtime during the last forty-eight (48) hours of the pay period and who are unable to flex their schedule in order to take time back before the end of the pay period, can carry the compensatory time forward into the next pay period. It is understood and agreed that time carried forward must be used and/or paid out during the pay period immediately following the pay period during which it is earned.

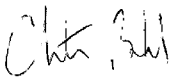
DATED AT Toronto, Ontario, this this ____, day of November, 2023.

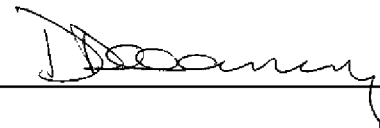
TURNING POINT YOUTH SERVICES

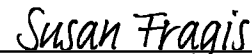
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #4

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

Re: New Funding

The Employer will advise the Union if, during the term of this Collective Agreement, it receives new funding that it is not currently receiving and that is specifically earmarked by the funder to provide additional wage increases for bargaining unit Employees that are over and above those provided for in the Collective Agreement. If the Employer should receive such funding, it will inform the Union of its decision regarding any allocation of such funds to Employees in the bargaining unit.

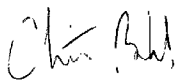
DATED AT Toronto, Ontario, this this ____, day of November, 2023.

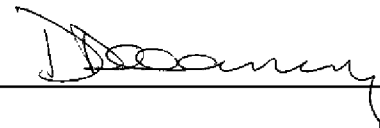
TURNING POINT YOUTH SERVICES


CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #5

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

Re: Acting Assistant Supervisor

- 1) An Acting Assistant Supervisor is a permanent employee who is transferred or promoted to an Assistant Supervisor position outside the Bargaining Unit. This may occur for a minimum period of not less than thirty (30) days but must not exceed a twelve (12) month period, unless the extension is related to a pregnancy/parental leave, in which case the Employer and the Union agree that the contract can be extended for up to eighteen (18) months.
- 2) The rate of pay will be that of an Assistant Supervisor.
- 3) The Employer retains their management right to backfill the vacated bargaining unit position as deemed necessary.
- 4) Once the employee returns to the Bargaining Unit, they must remain in the Bargaining Unit for a period of time at least equal to the length of time they spent out of the Bargaining Unit, before being eligible to transfer to another Acting management position. The Employer will notify the Union of each occurrence of such movement within fourteen (14) working days of the assignment.
- 5) While outside the Bargaining Unit the employee will continue to accrue seniority and thus continue to pay union dues. However, if the employee remains in the Acting Assistant Supervisor position for more than twelve (12) consecutive months and does not return to the bargaining unit, they will lose all seniority within the Bargaining Unit. This may be extended by mutual written consent of the parties. Notwithstanding the above, it is understood that in the case of a pregnancy/parental leave the employee may remain in the Acting Assistant Supervisor position for up to eighteen (18) consecutive months without losing their seniority.
- 6) When in an Acting Assistant Supervisor position outside the Bargaining Unit, the Employee shall not:
 - (a) provide formal discipline to other unionized employees,
 - (b) be involved as part of an investigatory team investigating other unionized employees (although it is understood that the Employee maybe involved as a witness), and

- (c) be provided with disciplinary or other sensitive information beyond what is necessary to perform their duties related to staff reporting to them.
- 7) It is understood that no employee will be moved out of the Bargaining Unit without the agreement of the employee.
- 8) Notwithstanding Article 18.05, 18.07, and 18.08, it is further understood that an employee is expected to remain in the assignment for the duration of the contract period, however the employee can return to their original position within the Bargaining Unit by providing the employer with two (2) weeks' notice. It is understood that this may result in other employees being displaced from their new position(s).

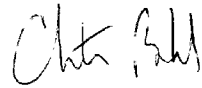
DATED AT Toronto, Ontario, this _____, day of November, 2023.

TURNING POINT YOUTH SERVICES

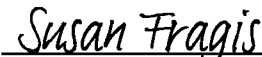
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #6

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

Re: Joint Advocacy

Letter of Understanding regarding joint advocacy to be developed by the parties at the joint Labour/Management Committee level.

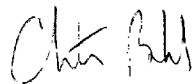
DATED AT Toronto, Ontario, this _____, day of November, 2023.

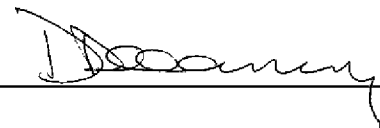
TURNING POINT YOUTH SERVICES

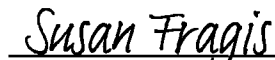
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B











Susan Fragis (Nov 23, 2023 11:00 EST)



LETTER OF UNDERSTANDING #7

Between

TURNING POINT YOUTH SERVICES

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3501B

Re: Bargaining Unit Placement of Employees

Recognizing that the Employer currently bargains with multiple bargaining units, and that the Union represents multiple bargaining units, it is expressly agreed that should the Employer plan to add any new program and/or residential location to the services currently offered by the organization, the following process will be used to determine which bargaining unit the Employees will be placed in.

The Employer will present to the Union the proposed new program/service and/or residential location, and the Employer's position on which bargaining unit the Employer feels is appropriate for placement of the Employees. The Employer will make such representation to the Union as much in advance as is practical. The parties agree to meet, if necessary, in order to present their respective arguments regarding the appropriate bargaining unit for Employees.

Should the parties not agree on which bargaining unit the Employees should be placed in, either party may refer the matter to an Arbitrator or to the Ontario Labour Relations Board for a decision on the matter. Said referral shall be made within ninety (90) days of the placement of Employees, or some later date with the agreement of the parties.

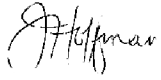
It is understood that where the parties do not agree on which bargaining unit the Employees should be placed in, the Employer shall place the Employees in the bargaining unit that the Employer feels is appropriate, and any finding by an Arbitrator or the Ontario Labour Relations Board shall be retroactive to the date of placement of the Employees.

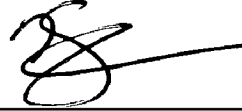
It is agreed that this process will not in any way affect the Employer's ability to proceed with the addition of the new program/service and/or residential location.

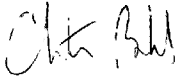
DATED AT Toronto, Ontario, this _____, day of November, 2023.

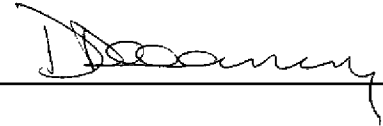
TURNING POINT YOUTH SERVICES

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3501B









Susan Fragis
Susan Fragis (Nov 23, 2023 11:00 EST)