

COLLECTIVE AGREEMENT

Between

KINARK CHILD AND FAMILY SERVICES

(Hereinafter referred to as the "Employer")

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2860 -PETERBOROUGH**

(Hereinafter referred to as the "Union")

April 1, 2022 – March 31, 2026

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ARTICLE 1 – PURPOSE

ARTICLE 1.01

It is the purpose of both parties to this Agreement:

- a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
- b) to recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, employment, service, etc;
- c) to encourage efficiency in operations;
- d) to promote the morale, well being and security of all Employees in the Bargaining Unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

ARTICLE 2.01

The Union recognizes and acknowledges that the management of the Employer's operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies, and practices to be observed by its Employees, discipline or discharge Employees for just cause;
- b) select, hire, transfer, assign, promote, demote, classify, lay off, recall, select Employees for positions excluded from the Bargaining Unit;
- c) determine the location of operations, the nature and subject matter of all programs and their expansion, limitation, curtailment, or cessation, the direction of working forces, the sub-contracting of work, the schedules of operations, job content, the establishment of work or job assignments; establish, change, combine or abolish job classifications; determine the qualifications of an Employee to perform any particular job; decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when and whether overtime shall be worked and require Employees to work overtime; and the determination of equipment and materials to be used, the methods and techniques of work, and the determination of all financial policies.
- d) for the exclusive purpose of training and maintaining clinical skills, management is

expected to provide individual intervention and DBT group service delivery and DBT on-call coverage to stay current in evidence-based practices. Clinical Leads and Client Service Supervisors will not be assigned greater than six (6) clients collectively at any one time and there will be no reduction in positions or caseload in the Bargaining Unit as a result of this.

Kinark Child and Family Services will provide the union monthly, a report on the active and discharged clients assigned to Clinical Leads and Client Service Supervisors. Yearly Kinark Child and Family Services will report to the Union the budgeted staffing compliment for the upcoming year.

ARTICLE 2.02

The whole of the above is subject to the express provisions of this Agreement.

ARTICLE 2.03

The Employer agrees that it will not exercise its function in a manner inconsistent with this Agreement. Any alleged violation of this Article may be made the subject of a grievance.

ARTICLE 2.04

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - SCOPE AND RECOGNITION

ARTICLE 3.01

This Agreement shall apply to all Employees in the Bargaining Unit defined in the Certificate issued by the Ontario Labour Relations Board on the 14th day of May, 1984. That is all Employees of Kinark Child and Family Services in Peterborough, Ontario, save and except supervisors, house supervisors, psychologists, accounting/personnel secretary and persons above the rank of supervisor, house supervisor, psychologist and accounting/personnel secretary.

ARTICLE 3.02 Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt

of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

ARTICLE 3.03 Temporary Employees

The Union agrees that the Employer shall have the right to hire temporary Employees from time to time. Temporary/Contract Employees shall be defined as Employees hired to work on government subsidized programs or projects, not to exceed twelve (12) months, or any short term non government subsidized program, short term meaning a period of twelve (12) months or less unless extended by mutual consent of the Employer and the trade Union and the temporary Employee or to cover a specific replacement for an Employee on leave or pre-defined duration greater than 12 months such as maternity/parental leave. Temporary Employees shall be covered by the Collective Agreement save and except it is hereby agreed that the following Articles or provisions shall not apply to such temporary Employees. This article is only applicable to incumbents hired externally. Any existing bargaining unit members who are awarded a temporary posting shall have no reduction of rights to the articles listed below

Article 7 - Grievance Procedure

Article 8 - Discharge, Suspension and Discipline Cases

Article 9 - Arbitration

Article 12.05 - Accumulation of Seniority

Schedule "A" - Benefits

ARTICLE 3.04

It is recognized that from time to time persons not in the Bargaining Unit may perform work normally considered to be Bargaining Unit work. Bargaining Unit members are not to be expected to perform management functions, including, but not limited to, scheduling production, revision and/or replacement.

This clause shall not be used to replace other positions or cause a lay-off. It shall also not be used to allow the employer to use volunteers for current Union positions.

The Employer will make every reasonable effort to fill vacant shifts with Bargaining Unit Employees prior to utilizing temporary agency personnel.

ARTICLE 3.05 Definitions

The following Employee definitions apply to all those Employees within the Bargaining Unit, as described in 3.01:

- a) Full Time Employee: is an Employee with a regular schedule that consists of an average of 35/40 hours per week in accordance with schedules established by the Employer from time to time.
- b) Regular Part-time Employee: is an Employee with regular schedule that on average works not less than minimum of 28 hours per week.
- c) Part time Employee: is an Employee with a regular schedule that on average works less than 28 hours per week.
- d) Relief Employee: is an Employee not regularly scheduled to work, and who works on an as needed basis with no guaranteed hours.
- e) Temporary Employee: is an Employee hired to replace a permanent Employee on an approved leave or hired for a specific position that is funded for a defined period of time. Temporary positions will be filled in accordance with Article 14 (Job postings).

ARTICLE 4 - NO DISCRIMINATION

ARTICLE 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 any Employee exercises their rights under the Ontario *Labour Relations Act*.

ARTICLE 4.02

In accordance with the Ontario Human Rights Code, the Employer and the Union agree that there shall be no discrimination and/or harassment against any Employee based on age, race, creed, colour, nationality, ancestry, place of origin, ethnic origin, marital status, political or religious affiliation, record of offences, citizenship, sex/pregnancy, sexual orientation, same sex partnership status, gender identity, gender expression, receipt of public assistance, family status, or disability as defined in the Code.

ARTICLE 4.03

The Employer, Employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.

ARTICLE 4.04 Harassment Policy

It is the policy of Kinark as an employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the work force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal.

Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behaviour by a person which is offensive to any Employee and which that person knows or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an Employee.

The parties to this Agreement will work together to ensure that all Employees understand their personal responsibility to promote a harassment free working environment.

ARTICLE 5 - UNION REPRESENTATION AND MEMBERSHIP

ARTICLE 5.01

Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and by-laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) working days of employment.

Union Dues

ARTICLE 5.02

The Employer shall deduct from every Employee any Union dues, initiation fees or assessments levied by the Union on its members. The Union will advise the Employer, in writing, of any changes to the monthly deduction rate, not less than 30 days of the effective date.

ARTICLE 5.03

Deductions shall be forwarded in one (1) cheque to the Secretary Treasurer of the National Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, address on file, classifications of Employees from whose wages the deductions have been made. This list shall indicate change in employment status (i.e. full time, regular part time, promotions, demotions, termination and leave of absence). A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of the local Union.

ARTICLE 5.04

The Employer agrees to give each Employee in the Bargaining Unit a T-4 slip(s), as required by law, for income tax purposes showing the amount of dues deducted and shall provide it on time for inclusion in their income tax return.

ARTICLE 5.05

The Employer shall provide to the Union on or about January 1st of each year of this Agreement the name, address, phone numbers, classification, and wage rate of each Employee in the Bargaining Unit.

Acquainting Bargaining Unit Members

ARTICLE 5.06

The Employer agrees to acquaint potential Bargaining Unit members with the fact that a Union Agreement is in effect, and with the conditions of employment; set out in the Articles dealing with Union Security and check off.

ARTICLE 5.07

The Employer will make an electronic copy of the Collective Agreement available to all members. The Employer will introduce the new member to their Union Representative.

ARTICLE 5.08

The Employer will provide all new Bargaining Unit members the opportunity to meet with a Union representative, without loss of pay, for a maximum of thirty (30) minutes, at a time mutually agreed upon during the first month of hire for the purposes of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

It is understood that these sessions may be completed in group sessions.

Communication**ARTICLE 5.09**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Program Director or designate and the Recording Secretary of the Union, or the CUPE Staff Representative, with a copy to the Recording Secretary of the Union. A copy of any correspondence between the Employer/ or their designate and any Employee in the Bargaining Unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union and their designate, including but not limited to hires, fires, layoffs, demotions, and promotions.

Bulletin Boards**ARTICLE 5.10**

The Union shall have the use of a bulletin board in the Employer's premises in the area office, S.T.R.I.V.E., classrooms, and the Live-In Treatment Program where staff offices exist. Such notices must be approved by the Employer prior to there being posted. Such approval will not be unreasonably withheld.

ARTICLE 5.11

The Employer shall provide the Union with a mail slot in the area office for Union correspondence.

Representation

ARTICLE 5.12

Up to Five (5) Representatives shall be elected or otherwise appointed from the Bargaining Unit. The Employer will recognize as a Representative only Employees who have acquired seniority with the Employer. The Union shall notify the Employer in writing of the names of such Representatives at the time of their appointments and the Employer shall not be required to recognize any Representative until the Employer has been so notified. The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

ARTICLE 5.13

When a formal meeting is scheduled where discipline is to be imposed, an Employee is entitled to be represented by a Union Representative. The Employer will notify a member of the Union's Local executive committee in advance and the Union will appoint a Representative to attend.

ARTICLE 5.14

A Union Representative shall represent Bargaining Unit members and may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

ARTICLE 5.15

The Union acknowledges that the Representatives or Union Executive have regular duties to perform on behalf of the Employer. Such persons shall not leave their duties without permission from their Supervisor. The Representatives or Union Executive may leave their work without loss of basic pay to attend to Union business on the following conditions:

- a) The time shall be devoted to the prompt handling or processing of grievances;
- b) The Union Representative shall obtain the permission of their immediate supervisor before leaving their work. Such permission shall not be unreasonably withheld;
- c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 5.16

The national representative of the Canadian Union of Public Employees will only enter any premises of the Employer after having obtained the prior consent of the Program Director or designate.

Labour – Management Committee**ARTICLE 5.17**

- a) A Labour - Management committee not to exceed four (4) Bargaining Unit members, and an equal number of Employer representatives shall be established. Other individuals may be invited to attend the meeting as approved by the committee.
- b) The Committee shall have an advisory function only and shall not be authorized to deal with any matters which arise out of the administration or interpretation of the Collective Agreement or which are properly the subject of collective bargaining. The committee shall have no authority to alter, amend, modify or add to the provisions of this Agreement.
- c) This committee shall meet at the written request of either party, but no more than bi-monthly, unless by mutual consent. Time spent at such meetings will be considered paid time.

Negotiating Committee**ARTICLE 5.18**

- a) A Union Bargaining Committee shall be elected or appointed by the Union and shall consist of not more than four (4) Bargaining Unit members. The Union shall have the right to have assistance of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- b) The Committee will not conduct any Union business on the Employer's time, with the exception of time actually spent in collective bargaining negotiations. The Bargaining committee shall not be constituted in a manner which would unduly restrict or reduce the Employer's ability to provide service. The Employer shall reimburse Employees for regular hours actually lost due to the presence of the Employee in negotiations with the Employer up to the time of an application for conciliation.

ARTICLE 5.19

The Employer shall make reasonable efforts to accommodate the Union requests, in a timely manner, for information such as, but not limited to, non-confidential financial

information, job descriptions, Bargaining Unit wage rates and information relating to Employee benefits.

ARTICLE 6 - OCCUPATIONAL HEALTH AND SAFETY

ARTICLE 6.01

The Employer agrees to establish and maintain a Joint Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act*. The Committee shall be comprised of an equal number of representatives from the Union and the Employer. Employees on the Joint Health and Safety Committee shall not lose regular earnings for time spent attending the Committee meetings.

ARTICLE 6.02

It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of the incidents / accidents and in the reasonable promotion of safety of all Employees.

ARTICLE 6.03

Any Employee or management personnel who becomes aware of a specific hazard / threat to an Employee's health and safety, shall immediately report such a hazard to their immediate Supervisor.

ARTICLE 7 - GRIEVANCE PROCEDURE

ARTICLE 7.01

The purpose of this Article is to establish a procedure for the timely settlement of grievances.

Step 1

An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Collective Agreement may discuss their complaint with their supervisor. Such a complaint shall be brought to the attention of the Supervisor within five (5) working days of the incident or from the time the Employee(s) was informed of the event giving rise to the complaint. The Supervisor shall state the decision verbally within three (3) working days of receiving their complaint. The Employee shall notify their Supervisor that this is a grievance at step 1.

Step 2

Should the Employee be dissatisfied with the Supervisor's disposition of the complaint, they may, with the assistance of their Union Representative, refer such matter on by providing the Program Director or designate, a written grievance form supplied by the Union who shall answer the grievance in writing within five (5) working days of when they should have received the decision from the Supervisor. The complaint shall constitute a formal grievance and shall be filed within five (5) working days of receipt of the reply of the supervisor to the complaint. The written grievance shall specify the article(s) or sub articles of the Agreement of which a violation is alleged, a brief statement of the circumstances surrounding the alleged violation, indicate the relief remedy sought and be signed by the Employee. At the discretion of the Program Director or designate they may arrange for a meeting to hear from the grievor, represented by the Union. The Program Director or designate will provide a written decision within five (5) working days of receipt of the written grievance. If the Employee is dissatisfied with the decision, the Employee may submit the grievance at Step 3 of the procedure.

Step 3

If no settlement is reached at Step 2, the Union Representative and representatives of Management shall meet within seven (7) working days of receipt of the reply of the supervisor to discuss the grievance. The Union's Staff Representatives may be in attendance at this meeting. If the grievance is not settled within ten (10) working days, it may be referred by either party to arbitration as hereinafter provided or by mutual agreement, it may be referred to mediation. The cost of mediation shall be shared equally between the parties. Should the matter not be resolved at mediation the time lines to refer to arbitration shall commence the day after mediation has concluded.

Policy Grievance**ARTICLE 7.02**

The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed, on the prescribed form, within ten (10) working days of the incident giving rise to the complaint or within ten (10) working days of when they ought reasonably been aware of the circumstances giving rise to the complaint and be in the form prescribed. Upon receipt of said grievance, the Union and the Employer shall meet within ten (10) working days. Any such grievance may be referred to arbitration under Article 9 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.

The Union may not institute a grievance directly affecting an Employee which said Employee could themselves institute and the regular Grievance Procedure shall not thereby be bypassed.

Group Grievances

ARTICLE 7.03

In the event that more than two (2) Employees are directly affected by one specific incident or circumstance and such Employees choose to file a Grievance may be presented in writing by the Union signed by such affected Employees to the Director, Human Resources or designate at step 3 of the Grievance procedure, within ten (10) working days of the incident giving rise to the complaint, or ten (10) working days from such time as the Employees ought to have reasonably known of the incident giving rise to the complaint. Up to three (3) grievors shall be entitled to be present at all stages of the grievance procedure.

General

ARTICLE 7.04

- a) An Employee who makes a complaint under the Grievance and/or Arbitration Procedure shall be accompanied and represented by a Union Representative at the time of the complaint, at each stage of the Grievance and/or Arbitration Procedure and in the course of any investigation established by the Employer.
- b) Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.
- c) No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary Employee, subject to the Ontario Human Rights Code.
- d) In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE CASES

ARTICLE 8.01

- a) An Employee, that has seniority rights, who is discharged or suspended shall be given a reasonable opportunity to meet with their Union Representative before leaving the Employer's premises. An Employee, that has seniority rights, being discharged shall be notified in writing by the Employer with reasons in writing being provided to the Union as soon as possible. Where an Employee, that has seniority rights, is to be discharged, suspended, or disciplined, they may have their Union Representative in attendance.

- b) Where a supervisor intends to interview an Employee, that has seniority rights, for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee, that has seniority rights, may contact their Union representative to be present at the interview.
- c) An Employee who is discharged or suspended for more than three (3) working days may file a grievance at Step 3 of the Grievance Procedure within three (3) working days after such discharge or suspension. An Employee suspended for three (3) working days or less shall take up their grievance at Step 2.
- d) Where a grievance which is filed under Article 7 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 9:
 - (i) Confirming the Employer's action;
 - (ii) Reinstating the Employee with compensation for regular time lost except for the amount of any remuneration or compensation the Employee has received from any other source pending the disposition of their case; or
 - (iii) Disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 9 – ARBITRATION

ARTICLE 9.01

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may after exhausting any Grievance procedure established by this Agreement notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's proposed Arbitrator and shall be delivered to the other within ten (10) working days of the reply under Step 3. The recipient shall, within ten (10) working days, advise the other whether it agrees with the other party's proposed Arbitrator or suggest alternative Arbitrators.

ARTICLE 9.02

The Arbitrator shall hear and determine the differences 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.

ARTICLE 9.03

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

ARTICLE 9.04

Each of the parties hereto will bear the expenses of an Arbitrator appointed by it and the parties will jointly share the expenses of the Chairman of the Arbitration Board, if any.

ARTICLE 9.05

The Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

ARTICLE 9.06

In this Agreement days shall include all days exclusive of Saturdays, Sundays and designated holidays.

ARTICLE 10 - PERSONNEL RECORDS**ARTICLE 10.01**

An Employee shall have the right at any time mutually agreed upon to have supervised access to and review their personnel record at the Kinark office where they are currently employed.

ARTICLE 10.02

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance procedure and the eventual resolution thereof shall become part of the Employee's record.

ARTICLE 10.03

No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was either not aware at the time of filing or not provided a copy of.

ARTICLE 10.04

An Employee shall have the right to make copies at their own expense of any material contained in their personnel record.

ARTICLE 10.05

Employees will be notified of all changes or additions to their personnel file made by the Employer of a disciplinary or performance nature.

ARTICLE 10.06

Written and verbal warnings will be removed from an Employee's personnel file eighteen (18) months after the date of imposition of the discipline provided that the Employee maintains a clear record in the interim without any similar disciplinary infractions.

ARTICLE 11 - JOB DESCRIPTION**ARTICLE 11.01**

The Employer agrees to draw up job descriptions for all positions for which the Union is Bargaining Agent, within six (6) months of the implementation of a new classification. These descriptions shall be presented upon completion to the Union and will be discussed with the Union at that time and shall be the recognized job descriptions, which, however, may be subject to change. Any change will be discussed with the Union.

ARTICLE 12 - PROBATIONARY PERIOD & SENIORITY**Probationary Period****ARTICLE 12.01**

New Employees shall serve a probationary period of either nine hundred and ten (910) hours or not less than six (6) continuous months before acquiring seniority rights which shall then date back to their respective date of starting to work for the Employer. Probationary period may be extended upon the mutual agreement of the Employer and Union.

ARTICLE 12.02

Seniority is the principle of granting preference to the Employees in accordance with length of continuous service within the Bargaining Unit.

ARTICLE 12.03

Employees who regularly work less than thirty-five (35) / forty (40) hours per week shall accrue seniority of a worked hourly basis. Seniority shall be calculated on the basis of thirty-five (35) / forty (40) hours worked being equivalent to one (1) week. However, no Employee shall accrue more than one (1) week of seniority for each week worked.

ARTICLE 12.04

Seniority lists will be provided to the local Union who will post on the bulletin boards quarterly. Such list will show the current job title, the date upon which the Employees service commenced and their most recent ranking on the list as per their accrual rate.

Accumulation of Seniority**ARTICLE 12.05**

Seniority shall continue to accumulate when an Employee is absent from work under the following circumstances:

- a) During a paid leave of absence;
- b) During the first thirty (30) days of any unpaid leave of absence;
- c) During a sick leave, including long term disability;
- d) During leave of absence provided under Employment Standard Act (ESA);
- e) Workplace Safety and Insurance Act (WSIA), or other applicable legislation; and
- f) During a Union leave.

Transfer Outside the Bargaining Unit**ARTICLE 12.06**

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. In the event an Employee is temporarily promoted to a non Bargaining Unit position, the Employee shall retain their seniority for up to twelve (12) months while in such temporary position, but shall not accumulate seniority while in the non Bargaining Unit position. In any other case, where an Employee accepts a non Bargaining Unit position, their seniority shall be immediately forfeited.

In cases of temporary promotion of extended duration greater than six (6) months, the Employee may only utilize this Article once every three (3) complete years.

Likewise, no Employee will be transferred to a different Location without their consent.

ARTICLE 12.07

Where a relief Employee is on a leave under ESA or WSIA or other applicable legislation, the calculation for the accumulation of seniority hours shall be based on the twelve (12) weeks preceding the date the leave took effect.

ARTICLE 12.08

Should a former Full-time, Regular Part-Time, or Part-time Employee be hired for a Relief Position within three (3) months of leaving Full-time employment they shall maintain their seniority as of the date they left Full-time , Regular Part-time, or Part-time employment.

Loss of Seniority and Termination of Employment**ARTICLE 12.09**

Seniority shall be forfeited and the Employee's employment shall be deemed terminated if an Employee:

- a) Resigns or retires;
- b) Is discharged for any cause and not reinstated through the Grievance / Arbitration Procedure;
- c) Fails to notify the Employer in writing, of their intentions within seven (7) day and fails to report to work within fourteen (14) calendar days after issuance of the Notice of Recall by the Employer;
- d) Fails to report for work at the expiration of a lay off or leave of absence, unless a reason satisfactory to the Employer is given;
- e) If fifteen (15) months have elapsed from the effective date of layoff;
- f) Is absent from work more than three (3) scheduled working days without notifying and obtaining the permission of the Employer or unless they are able to provide an reasonable explanation satisfactory to the Employer;
- g) Is absent from work for more than fifteen (15) months due to a non-occupational accident or illness subject to the Ontario Human Rights Code.

ARTICLE 12.10

Employees who resign from full-time or regular part-time employment may only be added to the Relief Worker casual list by means of applying to a posted vacant position in accordance with Article 14 (Job Postings) and shall not automatically be placed on the relief list.

ARTICLE 12.11

The Employee is responsible to keep the Employer informed of their current address and contact number. If any Employee fails to do this, the Employer will not be responsible for the failure of a notice to reach the Employee.

ARTICLE 13 - LAY OFF AND RECALL**ARTICLE 13.01**

For the purposes of the Article, a layoff means a layoff of more than five (5) working days.

ARTICLE 13.02

The Employer will provide written notice of Seasonal/Summer lay-off and recall to affected Employees by May 1st.

ARTICLE 13.03

Employees who are regularly employed in a Full-Time ten (10) month position will have the option of providing availability to work during the period of time they would be laid off.

ARTICLE 13.04

Ten (10) month Employees who are on a Seasonal/Summer lay-off do not have the ability to displace or bump other Employees.

ARTICLE 13.05

In the event of a layoff, Employees shall be laid off in reverse order of their seniority. An Employee who is subject to layoff shall have the right to accept the layoff or displace a less senior Employee from the same or different classification for which they possess the minimum qualifications, knowledge, training, skill, relevant experience and ability to perform the job.

ARTICLE 13.06

An Employee who chooses to exercise the right to displace another Employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within fifteen (15) working days after receiving the notice of layoff.

ARTICLE 13.07

An Employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they possess the minimum qualifications, knowledge, training, skill, relevant experience and the ability to perform the work.

ARTICLE 13.08

In determining the minimum qualifications, knowledge, training, skill, relevant experience and the ability of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an unfair manner.

ARTICLE 13.09

An Employee recalled to work in a different classification from which they were laid off shall have the right to return to the position held prior to the layoff should it become vacant within the twelve (12) months of being recalled.

ARTICLE 13.10

Employees displaced under this Article shall be issued a Notice of Lay-Off and the provisions of this Article shall apply.

ARTICLE 13.11

A copy of any Notice of Lay-Off to an Employee will be provided to the Union at the same time.

ARTICLE 13.12

No new Bargaining Unit Employees shall be hired until all those laid off have been given an opportunity to return to work, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.

ARTICLE 13.13

Bargaining Unit Employees working in ten (10) month positions wishing to do relief work during a period of summer layoff, will advise the supervisor no later than March 31st prior to the start of summer layoff and the Employer will endeavour to place those Employees according to their request.

Voluntary Lay-Off**ARTICLE 13.14**

- a) Subject to the conditions outlined in this Article, an Employee who has not received a notice of lay-off may offer to be laid off. At the same time as issuing layoff notices under Article 13 the Employer will offer a voluntary lay-off option in accordance with the following conditions;
 - (i) The Employer will make offers in the classification where layoffs would otherwise occur.
 - (ii) The number of voluntary layoff options the Employer approves will not exceed the number of the Employees in the classification who would otherwise be laid off.

- (iii) If more Employees than are required are interested, the Employer will make its decision based on seniority within the classification (the Employee with the highest seniority will be accepted).
- b) An Employee shall advise the Director, Human Resources or designate in writing of their desire to make an offer of voluntary lay-off, within fifteen (15) working days of the notice of voluntary layoff option being posted.
- c) The position of an Employee making an offer under this Article will be considered to be available and any Employee who has received a Notice of LayOff shall be offered such position, on the basis of seniority, provided that they possess the minimum qualifications to perform the work.
- d) An Employee who is voluntarily laid off in accordance with this Article may elect to terminate their employment and receive termination and severance pay in accordance with the Employment Standards Act and conditions outlined in this agreement.

Recall

ARTICLE 13.15

When recalling an Employee after layoff, they shall be notified by registered mail or other carrier with signature required and allowed fourteen (14) calendar days or such other time as is mutually agreed upon by the Employer and the Employee to report to work and, in the meantime, if an Employee is recalled and is not immediately available for work, other Employees in seniority standing may be recalled but shall be employed only until the senior Employee reports within the fourteen (14) calendar day period as outlined.

ARTICLE 13.16

An Employee to whom a registered letter is sent in accordance with this Article must contact the Program Director, Community Health (East) or designate within forty-eight (48) hours of the notice of return to work if they wish the Employer to hold the job open for them for the full fourteen (14) calendar day period. It shall be the Employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times.

The Employer agrees in the event of a layoff that Employees so affected may continue benefit coverage at no cost to the Employer while on the recall list.

Relief Work

ARTICLE 13.17

Employees on lay-off shall be given the opportunity to be placed on the relief list to perform work for which they are qualified. Employees may accept or decline this opportunity without affecting their recall rights.

Severance

ARTICLE 13.18

Employees discharged to reduce the work force shall receive one (1) week's regular pay for each twelve (12) months of service with the Employer up to a maximum of twenty-six (26) weeks of pay. For the purposes of severance pay provisions, it is recognized that the payroll of the Employer exceeds \$2.5 million per year.

ARTICLE 13.19

Severance pay shall be paid to Employees in accordance with the terms of the Employment Standards Act with the following modifications:

- a) Where the calculation of severance pay involves part of the year, the calculation shall be made on a monthly basis and
 - (i) any part of a month that is less than fifteen (15) days shall be disregarded; and
 - (ii) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- b) The calculation of severance pay shall include all time spent by the Employee in the Employer's employ, whether or not continuous and whether or not active. Such time includes leaves of absence and any periods of lay-off.
- c) Employees shall qualify for severance pay after one (1) year of employment.
- d) Laid off Employees shall have the right to be recalled for up to fifteen (15) months. During this fifteen (15) month period, any Employee who is entitled to severance pay under the Employment Standards Act, as modified by this Article may elect to be paid severance pay. It is understood that by accepting severance pay, the Employee abandons all recall rights.

Any greater benefit conferred by this Article prevails over the Employment Standards Act as it may be amended from time to time.

ARTICLE 14 - JOB POSTINGS

ARTICLE 14.01

Where in the determination of Management a vacancy exists in the Bargaining Unit, the Employer will post a notice of vacancy for a period of five (5) working days in all locations covered by the Collective Agreement. The Employer shall give the Union a copy of the posting. The notice will specify the nature of the job, qualifications required and the rate of pay. All Employees who wish to be considered for the position so posted shall signify

his/her desire by making formal application in accordance with the provisions of the posting.

Upon request, a list of the internal applicants shall be forwarded to the Union executive, with the understanding that the list will remain confidential and may only be used in the context of the Grievance Procedure.

ARTICLE 14.02

The posting will specify the deadline for application, and the location or person to whom applications should be made.

ARTICLE 14.03

In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the seniority as well as the qualifications, the knowledge, training, skill, relevant experience and demonstrated ability of the individual to perform the job. If the qualifications, the knowledge, training, skill, relevant experience and demonstrated ability of the Individual are relatively equal, then seniority shall be the determining factor of success. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire.

Regular Employees with seniority who receive temporary assignments shall retain full seniority rights while on such assignments.

ARTICLE 14.04

Any Employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid, except with the Employer's permission.

Exceptions can be made to the above restrictions upon the mutual agreement of the Union and Employer. With a change of employment status (full-time, part-time, casual, relief, contract) this article shall not apply.

Temporary Positions

A Temporary position is one that is expected to be twelve (12) months or less in duration or as a specific replacement for an Employee on leave or pre-defined duration.

ARTICLE 14.05

Any job which is vacant for twelve (12) months or less in duration because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotions and temporary vacancies shall not be deemed to be vacant for the purposes of this Article.

The Employer may offer the temporary positions to all union members for five (5) days which will be filled based on Employees skills and ability to perform the job. When more than one qualified Employee indicates interest in the temporary position, the most senior Employee will be selected.

ARTICLE 14.06

- a) Where a temporary vacancy is scheduled to last more than twelve (12) months, the temporary vacancy shall be posted as a temporary vacancy in accordance with Article 14.01 and filled in accordance with Article 14.03.
- b) The Union and the Employer have agreed that opportunities for all Bargaining Unit assignments and/or secondments of twelve (12) months or greater will be posted as per the Article 14.06(a).

ARTICLE 14.07

On expiry of the temporary position, the Employee will return to their former position with no loss of entitlements as outlined in Article 12.05.

ARTICLE 14.08

Where there are no Employees on layoff/recall the Employer will offer the temporary vacancy via an information notice to all Bargaining Unit members. The position will be filled based on Employees skills and abilities, education and overall qualifications to perform the job. If no Bargaining unit member shows interest, the employer reserves the right to assign an Employee in reverse order of seniority.

ARTICLE 14.09

When an Employee is assigned as a fill-in in a higher classification in the Bargaining Unit for more than six (6) days, the Employee shall receive at least the minimum next higher salary compensation rate in that classification than the salary being received in the lower classification. It is further understood if an Employee is assigned to a lower paying position, that Employee shall continue to receive their current compensation rate salary classification. This provision shall not apply if the assignment is the result of accommodating the Employee.

ARTICLE 15 - HOURS OF WORK

ARTICLE 15.01

The regular hours of work for Full-Time Live-In Treatment Program Child and Youth Workers and Day Treatment, shall consist of forty (40) hours per week in accordance with schedules established by the Employer from time to time. Employer approved overtime

shall be paid at the rate of time and one-half (1½) the regular rate for all hours worked in excess of forty (40) hours in one (1) week. At Employees request-compensatory time off may be taken in lieu of paid overtime at a time mutually agreed.

ARTICLE 15.02

The regular hours of work for Full time Community Based Child and Youth Worker, Social Worker, SAC Resource, Nurse, Administrative Support Staff, Volunteer Co-ordinator shall consist of thirty-five (35) hours per week, exclusive of lunch period, in accordance with the schedules established by the Employer from time to time. Employer approved overtime shall be paid at the rate of time and one-half (1½) for all hours worked in excess of seventy (70) hours in a two week pay period. At Employees request compensatory time off may be taken in lieu of paid overtime at a time mutually agreed to.

ARTICLE 15.03

Nothing in this Article shall be construed as a guarantee of these or any other hours. The hours of work and overtime provisions set forth in Articles 15.01 and 15.02 shall not be applicable during periods when staff and residents are at camp.

ARTICLE 15.04

All staff shall have provided two (2) fifteen (15) minute rest breaks to be taken with reasonable consideration for client care.

ARTICLE 15.05

An Employee reporting for work on their regular schedule of work shall be paid a minimum of three (3) hours pay.

ARTICLE 15.06

Where Employees are required to sleep over in a residence to provide treatment, they shall be paid one-half (½) their regular straight time hourly rate for time spent sleeping between the hours of midnight and 6:00 a.m. Such hours shall not be taken into account in calculating overtime.

ARTICLE 15.07

Where an Employee is called in from home after leaving the Employer's premises after the completion of their shift, they shall be paid a minimum of three (3) hours at the applicable rate of pay.

ARTICLE 15.08

The Employer agrees that in the case of overtime work normally considered to be Bargaining Unit work, preference shall be shown to Employees in the Bargaining Unit

over Supervisors in respect of said overtime. Regular full time Employees shall also be given preference over temporary Employees provided the temporary Employees have worked their full complement of hours.

ARTICLE 15.09

No deductions for meals shall be made where Employees are expected, as part of their job requirements, to supervise clients during a mealtime.

ARTICLE 15.10

- a) The Employer agrees to post in the workplace the schedule not less than thirty (30) days prior to the start of said schedule. The Union acknowledges that from time to time changes in the Employee's schedules may occur.
- b) In the case of relief staff scheduling, no reductions to scheduled hours will be made by the Employer without twenty-four (24) hours notice unless mutually agreed between Employer and Employee.
- c) Scheduled hours for SAC Relief Staff shall be shared equitably.
- d) All relief staff must commit to be available for a minimum of two shifts per month - staff that are unable to meet this commitment for three successive months will be dismissed.

On – Call

ARTICLE 15.11

Persons specifically designated by the Employer to be "on call" on a scheduled basis shall be paid thirty-two (\$32.00) per day, or as per the Employment Standards Act, whichever provides the greater benefit. For any jobs established after ratification, Management may write on call into the job description where it is a requirement of the job. Any time worked as a result of being on call must be provided as lieu time to be taken within the pay period in which it occurs.

ARTICLE 16 - STATUTORY HOLIDAYS / FLOAT DAYS

ARTICLE 16.01

The following shall be recognized as statutory holidays for Regular Full-Time Employees. Employees will be paid at the Employees regular rate of pay. Part- Time Employees shall be paid on a pro-rated basis.

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

Or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

- a) Full time and Regular Part time Employee shall be entitled to two (2) float days to be taken at a time mutually agreeable to the Employer and the Employee.
- b) Regular Part time Employees will have their float days pro-rated.
- c) Float days will not be paid out at termination.
- d) Float days are renewed on January 1st of every year: any Float days not taken before January 1st renewal date will not be carried over. During the first calendar year of employment the entitlement will be pro-rated based upon the remaining number of calendar months in the calendar year.

ARTICLE 16.02

This entitlement will be pro-rated to reflect the full-time equivalent status of the Employee. An Employee will be paid for a holiday provided they:

- a) Work their last full scheduled day before and their first full scheduled excused by the Employer;
- b) Are on the active payroll of the Employer and not on a leave of absence, Worker's Compensation, or layoff;

Have completed three (3) months continuous service with the Employer.

ARTICLE 16.03

It is agreed and understood that Float days may be requested on short notice, but is, however, subject to operational requirements. The Employer will not unreasonably deny such a request.

ARTICLE 16.04

If any of the above statutory holidays fall or are observed during the Employee's vacation, they shall be entitled to an extra day's vacation with pay to be taken within one (1) calendar month at a time mutually agreed upon by the Employee and the Program Director or designate.

ARTICLE 16.05

If an Employee is required to work on a statutory holiday set out in Article 16 they shall be paid time and one-half (1½) their regular rate of pay, in addition to the statutory holiday pay, or an Employee may request the statutory holiday pay be booked and used as a lieu day at a mutually agreeable time within ninety (90) days of the statutory holiday.

ARTICLE 16.06

If the shift begins on the statutory holiday, the entire shift will be paid at overtime rates. If the shift commences on a day that is not a paid holiday but runs into a paid holiday, all hours on the shift will be paid at straight time.

ARTICLE 16.07

The Employer will post the Christmas Office Closure schedule by March 1st of each year.

ARTICLE 17 - LEAVE OF ABSENCE**Personal Leave****ARTICLE 17.01**

The Employer may grant a leave of absence without pay to Employees for personal reasons. Leave of absence to work elsewhere will only be granted to the Employee upon the mutual consent of the Employer and the Employee. Request for such leave will not be unreasonably denied.

Pregnancy, Parental and Adoptive Leave**ARTICLE 17.02**

- a) The Employer will grant an Employee Pregnancy Parental, and/or Adoptive Leave in accordance with the provisions of the Employment Standards Act. The Employee will provide, in writing, from a legally qualified medical practitioner stating the expected birth date, not less than thirty (30) days notice of the anticipated start date. The Employee will further confirm the actual start date at least two (2) weeks in advance.
- b) The Employer will grant a leave of absence without pay to a pregnant Employee upon her request for a period of up to six (6) months. Where a doctor's certificate is provided

stating that a longer period of pregnancy leave is required for health reasons, an extension of up to a maximum of six (6) months shall be allowed.

ARTICLE 17.03

An Employee returning to work after a Pregnancy Parental, and/or Adoptive Leave will be returned to their former position, if it exists, or to a comparable position, if it does not.

Union Leave

ARTICLE 17.04

- a) The Employer agrees to grant a leave of absence without pay, to the maximum of two (2) Employees at a time wishing to attend Union courses for a total maximum of fifteen (15) days per year, provided the local Union gives four (4) weeks written advance notice of the request.
- b) An Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year, on request, during their term of office. Such requests will not be unreasonably denied.

Public Affairs Leave

ARTICLE 17.05

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer may allow a leave of absence so that the Employee may be a candidate in federal, provincial or municipal elections. Such requests will not be unreasonably withheld. An Employee who is elected to public office shall be allowed leave of absence without loss of seniority for one (1) term of office.

Paid jury or Court Witness Duty Leave

ARTICLE 17.06

The Employer shall grant a leave of absence without loss of seniority benefits to an Employee who serves as a juror or is subpoenaed by the Crown as a witness in any Court or Coroner inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received.

Bereavement Leave

ARTICLE 17.07

The Employer shall grant up to five (5) days leave with pay for all regular time lost in the event of the death of the Employee's parents, spouse, or children (including common-law spouse's children or step-children), up to three (3) days leave with pay for all regular time lost in the event of the death of the Employee's grandparents, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, and one (1) day for all regular time lost in the event of a death of the Employee's aunt, uncle, niece, and nephew. One (1) of the designated days leave as specified above may be banked and used at a later date to attend a related memorial service. Payment shall be made only to the extent of the time lost while making arrangements and/or attending the funeral. In order to qualify, the Employee must:

- a) have completed his/her probationary period; and
- b) provide satisfactory proof of death if required.

Sick Leave

ARTICLE 17.08

A Full time or Regular Part – Time Employee who is unable to attend to their duties due to sickness is entitled to Sick leave entitlement with regular pay as follows:

Where eligible Full Time Employees will be granted one hundred and five (105) hours/one hundred and twenty (120) hours paid leave annually (depending on whether the Employees are scheduled to work 35 or 40 hour work week and such hours will be pro-rated for Regular Part- Time Employees.

The Employer will allow an Employee who is eligible for Sick leave to access up to five (5) days of the paid leave from their sick credits to provide care or support to a family member who is dependent on the Employee for such care or assistance.

Compassionate Leave

ARTICLE 17.09

The Employer may grant leave with pay to a maximum of five (5) days per calendar year upon compassionate grounds. Such leave may be granted only with the approval of the Director, Human Resources or designate.

ARTICLE 18 - EXPENSE REIMBURSEMENT

ARTICLE 18.01

Employees using their own vehicles on authorized Employer business shall be reimbursed in accordance with Agency policy and shall not fall below forty-nine (49) cents per kilometre.

In the event that the Employer increases mileage anywhere in the organization, they shall at the same time pass the same amounts onto the Bargaining Unit members.

ARTICLE 18.02

Expense accounts will be submitted by the Employees to the Employer at the end of each month, duly signed by their supervisors. Employees shall be reimbursed not later than the next pay period after the due submission date.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

ARTICLE 19.01

The Employer and the Employee recognize the benefit of education and reasonable efforts shall be made to provide Employees with pertinent information regarding courses, conferences, seminars and workshops, etc. Notices of said educational opportunities will be posted at all eligible locations.

ARTICLE 19.02

Every Employee may attend courses, conferences, seminars and workshops, etc., at their own expense, for which they shall be allowed time off work, provided approval is first obtained from the Employer.

ARTICLE 19.03

In cases where the Employer requires in writing that an Employee attend courses, conferences, seminars, workshops, etc, the Employer shall pay all reasonable expenses incurred by the Employee. The Employer reserves the right to limit such expenditures. Attendance at such professional activities shall be compensated up to a maximum of ten (10) hours per day. However, these hours will not be included for the purposes of calculating overtime.

ARTICLE 19.04

Where an Employee is required by the Employer to attend training at a location other than the regular place of work, travel time will be calculated from the point of the regular place of work to the training venue. Such time will be paid at straight time; however, such paid time will not be included for the purposes of calculating overtime.

SCHEDULE "A"
BENEFITS

1. All of the Benefits mentioned in this Schedule shall be as more particularly described and set forth in the respective plan documents or policies of insurance which shall be made available for inspection by the Union. Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned but the Employer will use its best efforts to adjust and settle any such dispute. Benefits listed in this Schedule, including pension, shall apply to all Employees with more than six (6) months continuous service with the Employer and who meet the criteria set out in Schedule A, Part 2.
2. The Employer shall pay one hundred (100%) percent of the premium cost of the benefits set out below (except Dental and Extended Health Care) which will be on a seventy-five (75%) percent Employer and twenty-five (25%) percent Employee contribution basis); Long Term Disability which will be 100% Employer paid and Pension which will be on a fifty (50%) percent Employer and fifty (50%) percent Employee contribution basis).

Short Term Disability

- i. Sixty (60) percent of weekly earnings to a maximum stipulated in the policy to continue for one hundred and nineteen (119) days maximum;

Long term Disability

- ii. Fifty percent (50%) of monthly salary to the maximum stipulated in the policy
- iii. After six (6) months to two (2) years – two (2) years of coverage
- iv. More than two (2) years – but not less than five (5) years' – five (5) years of coverage
- v. Greater than five (5) year - Coverage to age sixty-five (65)
- vi. All of the above coverage is subject to the terms of the Plan.

Extended Health Care Drug Plan

- i. Three dollars and fifty cents (\$3.50) drug card deductible.
 - a) Mandatory generic substitution of prescribed drugs where a generic equivalent exists unless the physician requires a specific brand of medication. Documentation may be requested from the attending physician to support the request.
 - b) Over-the-counter drugs are not covered

- ii. Ambulance service to the nearest hospital.
- iii. Each paramedical service reimbursed up to five hundred (\$500.00) per year per plan participant, including dependents.
- iv. Vision Care: Three hundred and fifty dollars (\$350.00) once every twenty – four (24) months and seventy-five dollars (\$75) for eye exam (which includes laser surgery) for plan members (including dependants). Vision care coverage stipulated above may be used for Laser Eye Surgery and Eye Exams.
- v. Semi private hospital room coverage.
- vi. Out of Country coverage.

Accidental Death and Dismemberment (A.D. &D.)

- i. One (1x) times annual salary

Optional A.D. & D.

Employee paid - up to \$250,000.00

Life Insurance

- i. One times (1x) annual salary - Employer Paid Premiums
- ii. Optional Life - Employee paid up to \$250,000.00 – Employee Paid Premiums
- iii. Dependent Life- Coverage of \$5000.00 Spouse, \$2500.00 each dependent child – Employee Paid Premiums.

Dental Plan

Seventy-five percent (75%) premium borne by the Employer and twenty-five percent (25%) borne by the Employee according to the 2023 ODA schedule. Effective the date of ratification and will maintain one-year lag for duration of agreement.

Date of Ratification – 2023 ODA
April 01, 2025 – 2024 ODA

Basic services continue with dental check-ups every nine (9) months for adults and every (6) months for dependants.

Major restorative services added fifty percent (50%) reimbursed for services to an annual maximum of two-thousand (\$2,000.00) dollars per year.

Orthodontia services for dependent children added, with fifty percent (50%) reimbursement to a lifetime maximum of four thousand (\$4,000.00) for each dependent child.

Pension

Four (4%), five (5%) or six (6%) percent of gross annual earnings paid by the Employee contributions to be matched by the Employer.

ELIGIBILITY

Benefits listed in this Schedule, including pension, shall apply to all Employees with more than six (6) months continuous service with the Employer and who regularly work at least twenty – eight (28) hours per week.

- i. Any Relief/Part-Time Employees filling a temporary assignment under Article 14 are not entitled to receive benefits under this Schedule unless they were already entitled to receive benefits under this schedule immediately prior to accepting the temporary posting.

Insured benefits, excluding Short Term Disability and Long Term Disability, will continue for twenty-four (24) month from the first day of absence. An Employee on WSIB claim must pay monthly, in advance the Employee portion of the insured benefit premiums unless the insured benefits are waived by the Employee. Pension contributions will continue for the first three hundred and sixty-five (365) days of absence provided that the Employee continues to make their portion of the required contribution.

Vacation will accrue only during the first one hundred and nineteen (119) days of absence.

SCHEDULE "B"**VACATION SCHEDULE**

An Employee who has completed their probationary period but less than one (1) year shall receive vacation pay at the rate of four (4%) percent per completed month of continuous service.

Vacation shall be claimed by seniority with the most senior Employee being able to claim a maximum three (3) weeks before the next senior Employee claims their vacation time. March 31st shall be the cut-off date for claiming vacation by seniority after which open vacation times shall be scheduled on a first come basis. Vacation time may be taken consecutively.

Vacation Table 1**VACATION TABLE**

VACATION ENTITLEMENT	ELIGIBILITY	
	CATEGORY "A"	CATEGORY "B"
3 weeks/annum or 1.25 days per month		1 to 3 years continuous service
4 weeks/annum or 1.67 days per month	1 to 10 years continuous service	4 to 10 years continuous service
5 weeks/annum or 2.08 days per month	11 to 23 years continuous service	11 to 23 years continuous service
6 weeks/annum or 2.50 days per month	24 years and up continuous service	24 years and up continuous service

CATEGORY "A"

Includes: Social Worker, Nurse, Child and Youth Worker, Health Promotion Worker, Volunteer Co-ordinator.

CATEGORY "B"

Includes: Housekeeper, Administrative Support Staff, SAC Administrative Support.

Vacation pay for regular part-time will be pro-rated on the basis of a full time equivalent of 35/40 hours. Notwithstanding the above vacation entitlement, except in the case of pregnancy parental leave, and adoption leave, vacation will not accrue in the case of an absence for any reasons beyond one hundred and nineteen (119) days.

In the case of absence due to short term disability, vacation pay entitlement will accrue at one hundred percent (100%) for the first one hundred and nineteen (119) days.

Vacation pay entitlement will not accrue in the case of absence due to personal leave in excess of thirty (30) calendar days.

All part time and relief staff currently receiving vacation entitlement as a percentage of pay (each pay period) will continue to receive vacation at their current rate, but will not progress.

All new part-time and relief staff will receive vacation entitlement at the rate of four (4%) percent.

Night Relief Staff shall have the option of taking earned vacation at times other than the regular summer layoff, at times mutually agreed upon by the Employer and the Employee.

*Regular summer layoff is not considered a break in service.

Job Title	2.0%			2.0%			2.3%			2.8%					
	Effective April 1, 2021			Effective April 1, 2022			Effective April 1, 2023			Effective April 1, 2024			Effective April 1, 2025		
	Level I	Level II	Level III	Level I	Level II	Level III	Level I	Level II	Level III	Level I	Level II	Level III	Level I	Level II	Level III
Supervised Access Centre Admin Support	\$21.41	\$22.62	\$23.79	\$21.84	\$23.07	\$24.27	\$22.27	\$23.53	\$24.75	\$22.79	\$24.08	\$25.32	\$23.43	\$24.75	\$26.03
Supervised Access Centre Resource Worker	\$23.16	\$24.33	\$25.55	\$23.62	\$24.82	\$26.06	\$24.10	\$25.31	\$26.58	\$24.65	\$25.90	\$27.19	\$25.24	\$26.62	\$27.96
Supervised Access Centre Worker- Relief	\$19.73	\$	\$	\$20.12			\$20.53			\$21.00			\$21.59		
Supervised Access Centre Worker				\$21.84	\$23.07	\$24.27	\$22.27	\$23.53	\$24.75	\$22.79	\$24.08	\$25.32	\$23.43	\$24.75	\$26.03
Administration Support Staff	\$22.00	\$23.11	\$24.27	\$22.94	\$24.07	\$25.26	\$23.40	\$24.55	\$25.76	\$23.94	\$25.12	\$26.35	\$24.61	\$25.82	\$27.09
Child and Youth Worker-Community Based	\$28.50	\$29.93	\$31.42	\$29.07	\$30.53	\$32.05	\$29.65	\$31.14	\$32.69	\$30.33	\$31.86	\$33.44	\$31.18	\$32.75	\$34.38
Child and Youth Worker-Live-In and Day Treatment & Strive	\$28.50	\$29.93	\$31.42	\$29.07	\$30.53	\$32.05	\$29.65	\$31.14	\$32.69	\$30.33	\$31.86	\$33.44	\$31.18	\$32.75	\$34.38
Child and Youth Worker-Live-In and Day Treatment - Relief	\$24.26	\$25.47	\$26.75	\$24.75	\$25.98	\$27.29	\$25.24	\$26.50	\$27.83	\$25.82	\$27.11	\$28.47	\$26.54	\$27.87	\$29.27
Housekeeper	\$17.75	\$18.60	\$19.49	\$18.11	\$18.97	\$19.88	\$18.47	\$19.35	\$20.28	\$18.89	\$19.80	\$20.74	\$19.42	\$20.35	\$21.32
Nurse	\$38.78	\$40.75	\$42.75	\$39.56	\$41.57	\$43.61	\$40.35	\$42.40	\$44.48	\$41.27	\$43.37	\$45.50	\$42.43	\$44.59	\$46.77
Health Promotion Worker	\$29.31	\$30.77	\$32.31	\$29.90	\$31.39	\$32.96	\$30.49	\$32.01	\$33.62	\$31.20	\$32.75	\$34.39	\$32.07	\$33.67	\$35.35
Volunteer Co-Ordinator	\$29.31	\$30.77	\$32.31	\$29.90	\$31.39	\$32.96	\$30.49	\$32.01	\$33.62	\$31.20	\$32.75	\$34.39	\$32.07	\$33.67	\$35.35
Social Worker	\$36.79	\$38.63	\$40.56	\$37.53	\$39.40	\$41.37	\$38.28	\$40.19	\$42.20	\$39.16	\$41.12	\$43.17	\$40.25	\$42.27	\$44.38
Family Support Provision Worker	\$26.06	\$27.37	\$28.74	\$26.58	\$27.92	\$29.31	\$27.11	\$28.48	\$29.90	\$27.74	\$29.13	\$30.59	\$28.51	\$29.95	\$31.45

All Bargaining Unit members will progress through the levels as follows:

- ✓ New Employees hired at Level 1
- ✓ Move to Level 2 after twelve (12) months of continuous services
- ✓ Move to Level 3 after twenty- four (24) months of continuous service

Relief staff will progress to the next level after one – thousand forty (1040) hours worked at each level. Relief staff hired full time will commence at Level 1.

LETTER OF UNDERSTANDING # 1

Employee Assistance Program (EAP)

If the Employer were to extend the Employee Assistance Program (EAP) to Employees currently deemed ineligible this benefit will be provided at no cost.

For the Union:

SANTAN MORALES
(Apr)

Gobishankar Sanyal
(Apr)

[Signature]
(Apr)

[Signature]
(Apr)

[Signature]
(Apr)

For the Employer:

[Signature]
(Apr)

[Signature]
(Apr)

[Signature]
(Apr)

S. Arthson

[Signature]
(Apr)

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING #2

STD Employee paid top up

The parties agree that the Employer will offer all Employees in receipt of benefits the ability to pay a top up from 60% to 66 2/3 % pm the Short term disability plan as of September 2014.

Thereafter, this opportunity will be offered by the Employer on an annual basis each February. Once an Employee opts in they may not opt out.

Employees who become eligible for benefits during the life of the Collective Agreement will be offered the opportunity when they qualify for benefit coverage.

For the Union:

[Signature]

Gobishankar Sooriyakumar
Union Secretary

[Signature]

[Signature]

[Signature]

For the Employer:

[Signature]

[Signature]

[Signature]

Saitchison

[Signature]

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING # 3

FIRST AID/ CPR RELIEF

The Employer will provide and/or cover the associated costs for First aid/CPR training to all relief staff where the training is considered mandatory training i.e. Standard or Emergency.

For the Union:

For the Employer:

[Signature]
1 Apr 2025

Gobikankar Sooriyakumar
Apr 2025

[Signature]
Apr 2025

[Signature]
Apr 2025

[Signature]
Apr 2025

[Signature]
Apr 2025

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Apr 2025

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Apr 2025

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Apr 2025

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Apr 2025

Saitchison
Apr 2025

[Signature]
Apr 2025

[Signature]
Apr 2025

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING # 4

Supervised Access Worker - Relief

Effective the date of ratification and for the term of this agreement the Employer will provide general wage adjustments to SAC- relief workers currently earning greater than the established wage schedule.

For the Union:

Sujan Jais

Gobishankar Sooriyakumar

R. D. D.

De

J. Prakash

For the Employer:

WK

...

...

S. Aitchison

...

Dated at _____ this _____ day of _____ 2025.

LETTERS OF UNDERSTANDING # 5

Kinark Outdoor Camp

The regular live-in-treatment (LIT) staff schedule will be altered to accommodate client trips to the Kinark Outdoor Center camp. The dates of camp and the staffing levels needed to support clients at camp will be provided to all Live-in Treatment CYW staff in the scheduling cycle immediately preceding the camp period. A blank schedule outlining the hours needed for coverage will be posted. Prior to the schedule creation date, staff will be asked to identify their preferred shifts at camp. Staff not attending camp will be scheduled to provide coverage in that pay week during the days immediately prior and immediately after camp. Employees will be assigned in reverse order of seniority should there be no volunteers to sign up.

For the Union:

For the Employer:

[Signature]
Gobishankar Sooriyakumar
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
Saitchison
[Signature]

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING # 6

Scheduled time for paperwork for Live-In Treatment Program Staff CYW's with primary Residents

One (1) scheduled eight (8) hour paperwork/planning shifts per month per primary client.

For the Union:

Joseph Scott
Apr 23 2025 11:01 AM

Gobishankar Sooriyakumar
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

For the Employer:

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

S. Arthison
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

[Signature]
Apr 23 2025 11:01 AM

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING #7

Seasonal/Summer lay - off

In accordance with Article 13.03 (Seasonal/Summer lay-off) Employees who received notice of lay-off may elect to work during the lay-off period in a relief classification/position in a program they possess the necessary qualifications as determined by the Employer. Employees will receive wage compensation at the rate of the position. Benefits will remain at their regular full-time entitlement.

The Employer will provide, by the second week of May, a list of Bargaining Unit work available during the summer months to affected Employees who will then have five (5) days to provide the Employer with their availability in accordance with established protocol.

Based on availability, shift coverage will first be offered in order of seniority.

For the Union:

For the Employer:

Sujan Sanyal
Gobindkumar Sooriyakumar
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
Saitanison
[Signature]

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING # 8

Day Treatment

The parties agree that the regular hours of work for Susan Soars, Day Treatment- Child and Youth Worker assigned to this position before 1994; shall consist of forty (40) hours per week.

It is understood that throughout the school calendar year Susan needs to work a total of one-hundred and four (104) hours in excess of her regularly scheduled hours which will be banked to provide paid time off for the periods of Christmas and March break. Effective September 1, 2025, Susan is required to keep track of the additional hours and submit them to her supervisor.

Such hours shall be accumulated at straight time rate of pay and will be utilized for the purposes of completing/participating in Day treatment work which is limited to treatment plan meeting, transition meeting, paper work and day treatment meetings

For the Union:

For the Employer:

Susan Soars

Sobishankar Sooryakumar

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Saitchison

[Signature]

Dated at _____ this _____ day of _____ 2025.

LETTER OF UNDERSTANDING # 9

SNAP Vacation Request Proposal

Staff can request and may be approved for vacation when the following conditions are in place:

- Only one staff can be away on vacation at a time
- Staff can only take up to one week off during the 13 week SNAP group cycle
- Vacation must be requested at least one month in advance of the actual vacation leave
- Clients and families must be notified ahead of time of the change in group facilitator/ individual worker
- The SNAP team is in agreement to cover for one another
- If there is a student, this student can support group and service delivery but will not take a lead role
- If there is an emergency in terms of not having sufficient staff to facilitate the SNAP group (e.g. one person is on vacation and others are sick) and there is no other option, the SNAP Supervisor can assist in facilitating the SNAP group.

For the Union:

Sush Sorel

Gobishankar Sooriyakumar

[Signature]

[Signature]

[Signature]

For the Employer:

[Signature]

[Signature]

[Signature]

Saithison

[Signature]

Dated at _____ this _____ day of _____ 2025.