

COLLECTIVE AGREEMENT

Between

CHIMO YOUTH AND FAMILY SERVICES

("The Employer")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4204**

("The Union")

April 1, 2025 to March 31, 2028

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ARTICLE 1 – PREAMBLE

The purpose of this Agreement is to:

- 1.01 Promote and improve relations between the employer, the union and those employees who are represented by the union.
- 1.02 Set forth just terms and conditions of employment of such employees.
- 1.03 Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and the terms and conditions of employment.
- 1.04 Encourage efficiency in operations.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The management of and the direction of the operations and employees of the employer are vested in the employer and shall not in any way be abridged except as specifically restricted by this Agreement.
- 2.02 The union acknowledges that it is the exclusive function of the employer to:
 - a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules, policies and procedures;
 - b) Hire, classify, direct, promote, demote, transfer, assign shifts, evaluate, discipline, suspend and discharge employees and to increase and decrease the work force provided that a claim by an employee that he has been discharged or otherwise disciplined without just cause may become the subject of a grievance and will be dealt with as hereinafter provided;
 - c) Generally to manage the organization in which the employer is engaged and, without restricting the generality of the foregoing, to determine the schedules of work, when overtime shall be worked, the means of performing work, job content and requirements and the qualifications of employees and to establish policies and procedures for the efficient conduct of its business.
- 2.03 The employer shall exercise its rights in a manner that is consistent with the terms of this agreement and not acting arbitrarily.
- 2.04 Business Day Defined: Normal hours of operation are Monday-Thursday 9:00am-5:00pm, and Friday 9:00am-4:00pm, except for statutory holidays.

ARTICLE 3 – RECOGNITION

- 3.01 The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Chimo Youth and Family Services Inc. save and except Supervisors and persons above the rank of Supervisor and the Operations Assistant.

- 3.02 a) Full-time Employee: an employee who works 35 to 40 hours per week in accordance with Article 16.
- b) Temporary Assignment: an employee, who is appointed to a position for a period of 183 calendar days or less or is selected in accordance with Article 13 and is employed to fill a time-limited position of not more than eighteen (18) months.
- c) Part-time Employee: an employee is one who works on a casual basis and has no guarantee of hours.

All articles of the agreement shall apply to part time employees except Articles 15, 18.02, 18.03, 19, 20, 21.02, 21.05, 21.07, 23 and 24 unless applicable legislation requires otherwise.

- d) Contract Employee: an employee, who is hired externally to fill a time-limited position of not more than eighteen (18) months. Contract employees whose employment is continued beyond eighteen (18) months shall be entitled to all the rights and benefits of the Collective Agreement.

All articles of the agreement shall apply to contract employees except Articles 15, 18.02, 18.03, 19, 20, 21.02, 21.05, 21.07, 23 and 24 unless applicable legislation requires otherwise.

- 3.03 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit to the extent that such work results in the lay-off or reduction in hours of work of bargaining unit members except in cases of emergencies or as mutually agreed in writing between parties.

- 3.04 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 4 – UNION REPRESENTATION

- 4.01 Negotiating Committee:

The employer agrees to recognize a negotiating committee consisting of not more than three (3) employees. The committee shall have the right to have the assistance of full time representatives of the union when negotiating with the employer. The employer agrees to pay employee members of the negotiating committee for time spent during their regular working hours in negotiations with the employer, including conciliation.

If a full-time employee acts as a member of the bargaining committee in negotiations or conciliation during a non-working day or days, that employee shall be entitled to an equivalent number of regular working days off from work with pay (“replacement day(s)”). The replacement day(s) shall be taken within one (1) month of the conclusion of negotiations or conciliation, as the case may be, except as may be agreed between the employee and their supervisor.

If a part-time employee acts as a member of the bargaining committee in negotiations or conciliation during a non-working day or days , then the employee shall be paid for hours spent in negotiations or at conciliation.

4.02 Union Representatives:

A Union representative shall be defined as a Bargaining Unit member that has been elected or appointed by the Union as a steward and/or a local executive member.

The employer agrees to recognize up to three (3) stewards and four (4) Union executive members ("Union Representatives") to assist employees in the presentation of grievances. Union representatives, after first obtaining permission from their supervisor, which permission shall not be unreasonably withheld, will be permitted at reasonable times during working hours to leave their regular duties to perform their functions. When returning to their regular duties, such employees shall so notify their supervisor.

The Union shall advise the employer of the names of their Union executive members and stewards. Union executive members shall be recognized by the employer and be able to assist stewards and/or members with the presentation of grievances.

Such employees shall be compensated for the time so taken when it is during the employee's regular working hours provided, that such time taken shall not be unreasonable.

Except as stated at Article 10.03 (Step Two), the employer will compensate lost time for one representative during the grievance process. The Union will compensate the employer for any additional representatives during the grievance process.

4.03 The Union shall have the right at any time to have the assistance of representative of CUPE and their advisors when dealing with or negotiating with the employer. Such representatives shall have access to the employer's premises after first obtaining permission from the Agency Director or designate, which permission shall not be unreasonably withheld, in order to deal with any matter arising out of the Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

5.01 The employer and the Union agree that there shall be no discrimination or harassment as defined by the *Ontario Human Rights Code* of an employee on any ground prohibited by the *Ontario Human Rights Code*, and/or by reason of activity or non-activity in the Union.

5.02 Any claim by an employee or the Union pertaining to a violation of the *Ontario Human Rights Code*, *Occupational Health and Safety Act*, or the *Employment Standards Act of Ontario* may be subject of a grievance which shall be processed in accordance with the grievance procedure.

ARTICLE 6 – NO STRIKES, NO LOCK-OUTS

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the union and the employer agree that during the life of this Agreement, there shall be no strike or lock-out as defined by the *Labour Relations' Act*.

ARTICLE 7 – UNION SECURITY

- 7.01 Subject to any order of the Ontario Labour Relations Board under the *Labour Relations Act*, during the lifetime of this Agreement the employer shall deduct from the pay of all employees covered by this Agreement, on each payday the amount of the regular monthly dues payable by all members of the union as certified by the Secretary – Treasurer of the union. The said sum shall be accepted by the union as the regular monthly dues of those employees who are or shall become member of the union.

- 7.02 Deductions shall be made from the bi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

At the same time that income tax (T4) slips are made available, the employer shall type on such slips the amount of money remitted to the union on behalf of such employee and the period covered.

The union agrees to indemnify and save the employer harmless from any liability arising out the operation of this Article.

- 7.03 The employer agrees to acquaint potential employees 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 Dues Check-off.

- 7.04 On commencing employment, human resources personnel shall introduce a new employee by emailing the union advising of the job title and nature of hiring (permanent, part time, temporary, etc.) and providing necessary contact information (phone number and email address) so that a union representative can reach out and connect with them directly. Subject to Article 4.02, the union shall have the opportunity to conduct one (1) 30 minute union orientation within a reasonable period of time.

ARTICLE 8 – CORRESPONDENCE

- 8.01 Any correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Agency Director or the designate of the employer and the Recording Secretary of the union, or the CUPE National 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 or their designate.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee:

A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and the Employer for the purposes of discussing all matters of mutual concern, including:

- a) Methods of improving relationships between the employer and employees;
- b) Reviewing suggestions from employees, questions of working conditions and service (but not grievances connected with service);
- c) Correcting conditions causing grievances and misunderstandings.

9.02 The committee shall meet quarterly (January, April, July and October) or as needed at a mutually agreeable time and place. The employee shall not suffer any loss of pay for time spent with this committee during regular working hours. It is understood that part-time employees shall be paid for all hours while in attendance at the committee meetings.

9.03 Chairperson:

An employer and union representative shall be designated as joint chairpersons and shall alternate presiding over meetings.

9.04 Minutes of Meetings:

Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the meeting. Two (2) signed copies shall be provided to each the union and the employer within seven (7) business days following the meeting.

9.05 Jurisdiction of the Committee:

The committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

The committee shall not supersede the activities of any other committee of the union or any of the employer and does not have the power to bind either the union or its members or the employer to any decision or conclusions reached in their discussions. The committee shall have the power to make recommendations to the union and the employer with respect to its discussion and conclusions.

ARTICLE 10 – GRIEVANCE PROCEDURE

Purpose of this Article:

10.01 To establish an orderly and speedy procedure for the settlement of grievances.

Definition of a Grievance:

10.02 A grievance is defined as a complaint or dispute arising concerning the interpretation, application, administration or alleged violation of this Agreement or a grievance arising under Article 5.02.

10.03 **STEP ONE:**

Should differences arise as to the application, administration or alleged violation of this Agreement, the aggrieved employee shall, within fourteen (14) business days after the employee knew or ought to have known of the circumstances giving rise to the complaint or difference, first discuss their complaint with their immediate supervisor outside of the bargaining unit. If the employee wishes, he or she shall be assisted by their Union representative(s).

The supervisor shall respond in writing within three (3) business days. If no settlement is reached, such difference shall be processed according to the following steps. Any settlement reached using the following procedure shall be binding upon both parties and the employee concerned.

STEP TWO:

Failing satisfactory settlement, the Union shall submit a written grievance to the Agency Director or their designate, within five (5) business days of the employee receiving the supervisor's response at STEP ONE. The nature of the grievance, the remedy sought, and the section(s) of the agreement alleged to have been violated shall be set out in the grievance form. The Agency Director or designate shall meet with the grievor and their Union representative and President of the Local or their designate to review the grievance within five (5) business days upon receipt of this grievance. The Agency Director or their designate will deliver their written response with a copy to the Union within five (5) business days from the day on which the grievance meeting was convened.

STEP THREE:

Failing satisfactory settlement being reached at STEP TWO, either party may refer the dispute to arbitration within fourteen (14) business days of the STEP TWO response.

10.04 An employee considered by the union to have been discharged in violation of this Agreement shall file their grievance at STEP TWO of the grievance procedure.

10.05 **Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall

agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The fees for the mediator shall be shared equally by the parties.

ARTICLE 11 – ARBITRATION

- 11.01 Either party, upon notification to the other, may choose to submit any dispute to a single arbitrator or a full board panel. Where a party chooses a full panel, it shall name its nominee. Within ten (10) days of receipt of the notice of intent to arbitrate, the other party shall name its nominee. The two (2) nominees shall select, by agreement, a Chairperson for the arbitration board. Whereas a party chooses to have a matter arbitrated by a single arbitrator, it shall, at the time of referring the matter to arbitration, provide the names of three (3) arbitrators acceptable to it, from which list of acceptable arbitrators the employer may choose. In the event that they are unable to mutually agree upon a Chairperson or single arbitrator as the case may be, an application will be made to the Office of Arbitration, Ontario Ministry of Labour, to appoint a Chairperson or single arbitrator, as the case may be, and that appointment shall be final and binding.
- 11.02 No person shall be appointed to the arbitration board who has been involved in an attempt to settle the grievance.
- 11.03 Each of the parties shall bear the expenses of its nominee and will jointly bear the expenses of the Chairperson of the arbitration board or single arbitrator as the case may be.
- 11.04 The written finding of the majority of the arbitration board as to the interpretation, application, administration, arbitrarily or alleged violation of this Agreement and, where there is no majority, the decision of the Chairperson will be final and binding upon the parties concerned.
- 11.05 At any stage of the grievance procedure (including arbitration), the conferring parties may have the assistance of the employee concerned and any necessary witnesses.
- 11.06 Employees whose attendance is requested at an arbitration hearing shall receive permission to be absent from work.
- 11.07 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any provision in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement.
- 11.08 If the arbitrator finds that an employee has been discharged or disciplined contrary to this Agreement, then the arbitrator may order the employer to reinstate such

employee with or without compensation or may make such order as it may deem just.

- 11.09 The time limits contained in Article 10 and 11 of this agreement may only be extended in writing by mutual consent of the parties. The parties acknowledge that all of the time limits set out in the grievance and arbitration procedures are mandatory.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Part-time employees shall accrue seniority on the basis of one (1) year seniority for each nineteen hundred and twenty (1920) hours worked for the Employer.

Once permanent full-time employment is gained, any part-time and temporary hours worked count towards seniority.

Employees cannot accrue more than one year's seniority in one year. Full time employees may work hours in excess of their regular hours however; these hours do not count toward seniority.

If a full-time employee leaves their position to become part-time they shall have their seniority converted to the part-time list commencing original date of hire.

12.02 Seniority List:

- a) The Employer shall maintain two (2) separate seniority lists, one for full-time and one for part-time, showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same date, preference shall be given in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards quarterly.
- b) Permanent regularly scheduled part-time night staff shall be offered first, to replace full-time night employees who are absent for whatever reason(s).

Call in of part-time staff for available shifts will occur on a rotating seniority basis, beginning with the most senior part-time employee and moving down in order. There may be times when the employer determines that for safety and therapeutic reasons, a particular staff may not be appropriate to cover the available shift. If this happens, this decision will be explained to the employee(s) verbally by the employee's supervisor. Should a worker miss an opportunity for a shift based on balancing, that opportunity will not be lost as they will regain the opportunity with the next available shift.

When offering additional shifts for scheduling purposes, employees shall have give (5) business days to either accept or decline the additional shift.

Employees who refuse a shift or who are not available when called shall be deemed to have had their turn in the rotation.

When it comes to scheduling available part-time shifts, the employer will ensure that the distribution of shifts is done in a balanced, fair, and equitable manner and will make decisions in an inclusive and transparent manner.

Part-time employees who are qualified to work various programs and who want to work in more than one program will be added to the call-in list for each program.

A part-time employee may choose to remove themselves from a specific program call-in list. That employee shall notify their supervisor in writing. The supervisor will provide a copy of that notice to Human Resources.

If an employee wishes to be placed back onto the call-in list they will make their supervisor aware in writing. The supervisor will provide a copy to Human Resources.

Should a part-time employee not accept any offered shifts in a particular program for a period of 2 months, the program supervisor will reach out to the employee via email to follow up and copy the Union. If the employee does not respond or indicates they are no longer interested, they will be removed from the call-in list from that program.

12.03 Probation for Newly Hired Employees:

a) Part-time Employees

A part-time employee shall be considered a probationary employee until he or she has worked shifts totaling a minimum of nine-hundred (900) hours. During the probationary period, the employee must demonstrate suitable and appropriate qualities and the necessary skill and ability to perform all requirements of the job consistent with the expectations of the employer at the time of hiring. New hires are placed on the next posted seniority list and their seniority shall date from the time he commenced employment with the employer.

b) Full-time Employees

A full-time employee shall be considered a probationary employee until designate has been in the continuous employment of the employer for a minimum period of six (6) consecutive months work. During the probationary period, the employee must demonstrate suitable and appropriate qualities and the necessary skill and ability to perform all requirements of the job consistent with the expectations of the employer at the time of hiring. New hires are placed on the next posted seniority list and their seniority shall date from the time of commenced employment with the employer.

12.04 Loss of Seniority:

Except by the application of subparagraph 12.05 (d), an employee shall not lose seniority if absent from work because of sickness, maternity/paternity leave, disability, accident, layoff or leave approved by the employer.

12.05 An employee shall lose their seniority and shall be deemed to have terminated their employment for the following reasons:

- a) If the employee quits and does not withdraw within twenty-four (24) hours;
- b) If the employee is discharged and such discharge is not reversed through the grievance procedure;
- c) If the employee fails to notify the employer of their intention to resume work for the employer within five (5) working days following the date on the written notice of recall from the employer sent by registered mail to the employees last known address, or fails to report to work within ten (10) working days from such notification except for reasons satisfactory for the employer;
- d) If the employee is not at active work for a period of thirty (30) months as a result of a disability;
- e) If the employee, having been laid off, elects, in writing, to receive a termination and/or severance pay pursuant to the provisions of the Employment Standards Act;
- f) If a part-time employee does not work any shift in a period of two (2) consecutive months, unless failure to work such shift in that period is as a result of disability, leave of absence under Article 20 or 21 of this Agreement, or otherwise agreed between the employee and their supervisor, which agreement shall not unreasonably be withheld.

For purpose of this Article, working a shift does not include attendance at training.

After one (1) consecutive month of absence, the employer shall send a notice to the absent employee drawing their attention to this provision.

12.06 Transfer and Seniority outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without their consent. For a period of six (6) months after the employee is transferred to a position outside of the bargaining unit (the "trial period"), designate shall retain their seniority as accumulated to the date of leaving the bargaining unit, but shall not accumulate seniority for any time while outside of the bargaining unit. The employee shall have the right to return to their position in the bargaining unit, or an equivalent position if it no longer exists, together with bumping rights at any time during the trial period. At the expiry of the trial period, the employee's right to return to the bargaining unit shall be forfeit.

12.07 Probationary Reviews:

Any newly hired employee shall receive an interim performance evaluation after four hundred fifty (450) hours worked. A final evaluation at the end of their nine hundred (900) hour probationary period.

ARTICLE 13 – JOB POSTING

13.01 Where a vacancy exists or where a new bargaining unit position is created, it shall be posted for ten (10) calendar days. The method of posting shall be by way of email to employee's Chimo Youth and Family Services provided emails and posted at all locations. Vacancies of a permanent nature will be filled without unnecessary delay.

13.02 Information in Postings:

Postings shall contain the following information:

- a) Job title, employment status, qualifications, required knowledge and education, experience, skills, shifts, hours of work, wage or salary rate. Postings for temporary vacancies / contract opportunities shall identify the length of assignment.
- b) At the time of posting the employer shall give the union a copy of such posting by email.

13.03 Successful Applicants:

The successful applicant shall be notified within ten (10) days following the end of the posting period. Successful internal candidates shall be given a trial period pursuant to Article 13.04. Successful external candidates shall be subject to probationary periods pursuant to Article 12.03.

Should the successful applicant not accept the job offer or fails to report for work, the employer may, within 30 business days of the hiring process, return to the results of that process and select another applicant who was the second most successful in the hiring process.

13.04 Trial Period:

Successful internal applicants shall be given a trial period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position or is unable or unwilling to continue to perform the duties of the new job position, designate shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred to fill their position shall also be returned to their former position, wage or salary rate, without loss of seniority.

13.05 A temporary vacancy of less than six (6) months may be filled at the employer's discretion. In filling any temporary vacancy exceeding six (6) months duration, the employer shall follow the procedure as outlined in this Article.

13.06 Role of Seniority in Promotions, Transfers and Staff Changes:

Both parties recognize:

- a) The principle of promotion from within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service. Any promotion, transfer or change will follow the following selection process.

- i. All applications will be reviewed.
- ii. Eligible candidates will be selected for an interview. Eligible candidates include those that meet the required qualifications specifically knowledge, education, experience, skill and in some situations, college registration as required by the Psychotherapy Act and as determined by the College of Registered Psychotherapists of Ontario (CRPO) and in job descriptions.
- iii. Eligible candidates will be interviewed. Those interviewing will score each eligible candidate's interview performance. Scores will be averaged among the interviewers producing one score for the candidate.
- iv. If the difference between the average score of candidates is less than 10 marks, the candidate with the greatest seniority will be selected for the job.
- v. The results of the selection process will be implemented within four weeks of the posting.

13.07 Notification to Employees and Union:

Within seven (7) business days of the date of appointment to a vacant position a copy of the memo naming the successful applicant shall be posted on all bulletin boards and emailed to the union. The union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within five (5) business days.

13.08 Interviews:

Recognizing the primary importance of seniority and qualifications, knowledge and education, experience and skills under Article 13.02 and 13.05, the employer may in its discretion exercise fairly, reasonably and not in an arbitrary manner, conduct interviews as part of the job posting process for a position under this Article, under the following conditions:

- a) All candidates satisfying the criteria set out in the job posting for the available position shall be interviewed
- b) The same interview panel will conduct the interview of all candidates being interviewed
- c) The same questions will be posed to all candidates being interviewed. All candidates shall be provided notice of written portion and/or role plays and provided the same designated quiet area to complete written portion
- d) Candidates shall have their opportunity for a post interview debrief if designate requests.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 An employee shall be notified in writing of any disciplinary action taken by the employer including discharge either at the time such action is taken or within three (3) business days. A copy of the notification shall be sent to the union. Such notification shall include the reasons for the disciplinary action. Such notification shall not preclude the employer from providing additional reasons when necessary.
- 14.02 Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. An employee has the right to request copies of any evaluations in this file.
- 14.03 Any letter of reprimand, external report or reply thereto under Article 27.02, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.
- 14.04 An employee shall have the right to have their Union representative present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their union representative to be present at the interview.
- A union representative shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.
- 14.05 Every employee shall be notified of the name of their immediate designated supervisor.
- 14.06 Professional Standards and Integrity and Articles of Special Interest to Professional Workers
- No employee shall be disciplined for refusal to carry out a job assignment, which is contrary to the respective professional associations Code of Ethics or Standards of Service. Furthermore, no employee shall be disciplined for necessary initiative or actions taken because of their professional judgment in the absence of written policy or in the absence of authorization from their supervisor.

ARTICLE 15 – LAYOFFS AND RECALLS

- 15.01 Definition of layoff:
- A layoff shall be defined as a reduction in the work force or regular hours due to the lack of work or reduction in government funding.
- 15.02 In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their job classification.

An employee notified of a layoff shall have the right to accept the layoff or displace a less senior employee in a different job classification if designate has the minimum qualifications, knowledge and education, experience and skills and ability to do the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall notify the employer of their intention to do so and the position claimed within seven (7) days of receiving the notice of layoff. The employer shall recall employees in reverse order of seniority as per Article 12.05 (c)

An employee on layoff may request to be recalled to fill a vacancy in a different job classification than that from which designate has been laid off provided designate has the minimum qualifications, knowledge and education, experience and skills and ability to do the job.

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

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

For the purpose of this Article, minimum qualifications, knowledge, and education, experience and skills and ability to do the job established by the employer shall be reasonable.

15.03 Advance Notice of Permanent Layoff:

Any employee who is to be laid off permanently shall be provided with a minimum of sixty (60) calendar days' notice prior to the effective date of the layoff. This shall not be deemed to be in addition to any amount of notice the employee is entitled to pursuant to the provisions of the Employment Standards Act of Ontario. If the employee has not had the opportunity to work the days as provided in this Article, designate shall be paid for the days for which work was not made available.

ARTICLE 16 – HOURS OF WORK

16.01 Community Based Workers

- i) The normal work week shall be Monday to Friday, seven (7) hours per day between 07:00 and 20:00 to accommodate client's needs, for a total of thirty-five (35) hours per week exclusive of an unpaid daily lunch period of one (1) hour. Only two late nights (between 17:00 – 20:00) per week are required when trying to accommodate client needs unless chosen otherwise by the worker with agreement of the supervisor.
- ii) Flexible hours of work shall be subject to the following conditions:
 - 1) Employees in consultation with the supervisor shall schedule their own hours

of work such that they fulfil their required duties and responsibilities. The employee's supervisor may, from time to time, review the employee's schedule and in the event that it is unreasonable, having regard to the requirements of client needs, the employee may be required to amend their schedule.

- 2) The regular hours of work shall consist of thirty-five (35) hours per week scheduled from Monday to Sunday in each week.
- 3) With the agreement of their supervisor, employees may schedule earned flex time.
- 4) There shall be two (2) paid fifteen (15) minute breaks each work day.
- 5) The normal workday shall be worked between 07:00 hours and 20:00 hours. Only two late nights (after 17:00) per week are required when trying to accommodate client needs unless chosen otherwise by the worker with agreement of the supervisor.
- 6) Employees may split their hours of work in any one (1) day to accommodate flexible working hours.
- 7) Employees in consultation with their Supervisor will have the option to work thirty-five (35) hours over a 4-day period provided that client needs are met.
- 8) Employees will have the option to work from home as mutually agreed upon with a supervisor.

16.02 Day Treatment Workers

The normal work week shall be Monday to Friday, seven (7) hours per day, for a total of thirty-five (35) hours per week exclusive of an unpaid daily lunch period of one (1) hour.

When a worker is unable to take their full lunch hour it will be given back in equal flex time.

There shall be two (2) paid fifteen (15) minute breaks each work day.

Day treatment workers may be required to work a maximum of one (1) evening per week (evenings defined as being between 18:00 hours and 20:00 hours).

As mutually agreed to by the employee and employer, employees may schedule earned flex time.

16.03 Live-In/ Respite Workers:

- i) The normal work week for full time live-in/respite workers will average thirty seven and a half (37.5) hours weekly. Additional part-time shifts worked by full-time employees at any site, may be paid or compensated as flex time.

- ii) There shall be two (2) paid fifteen (15) minute breaks for each eight and a half (8.5) hour shift. Breaks may be taken individually or consecutively at any point during the shift, providing the time is mutually agreed upon by 1) Program supervisor, 2) team members, and that 3), at least two (2) workers remain available to clients, and 4) unit security is not decreased by worker absence. If an employee is unable to take their break, the employee will receive equal flex time off at a mutually agreed to by employee and supervisor.
- iii) Employees may sleep over. There shall be no charge for meals or accommodation for live-in/respice workers.
- iv) Available hours shall be posted or emailed to eligible employees on the first (1) of the previous month.

16.03.1 Night Staff:

The normal work schedule full-time night staff will be based on eight (8), nine (9), ten (10), or twelve (12) hour shifts making up a forty (40) hour week.

The normal work schedule for permanently scheduled part-time night staff shall be based on eight (8), nine (9), ten (10), or twelve (12) hours shifts.

It is understood that night shift employees get called first for night shifts.

When the season time change occurs employees shall be paid for the hours they worked.

Employees shall be paid a shift premium of fifty cents per hour (\$0.50) should at least half of the hours worked on that shift fall between 23:30 and 07:30.

16.03.2 Work Schedules:

- (a) The scheduled hours and days of work for each employee shall be determined and made available at least three (3) months for full time employees and on the 15th of the month before schedule for part time employees. Neither the schedule of hours nor shifts nor team meetings of employees may be changed by the employer without at least three (3) days advance notice given to the affected employees and the Union. There shall be no split shifts unless mutually agreed between the employer and the employee.

If a shift is cancelled by the employer with less than three (3) days' notice, the employee will be paid for the full shift.

- (b) Employee shift change requests will be submitted to the employer by email. The employer shall respond to the employees' request within 3 business days. Such request shall not be unreasonably denied.

16.04 Mandatory Training at Team Meetings and Training:

- a) Attendance at scheduled team meetings and training are mandatory. Employees, who fail to complete mandatory training without sufficient cause, may be subject to discipline.
- b) Mandatory training and team meetings shall be conducted as follows:
 - i. Full-time employees will be paid for their regularly scheduled hours. Notwithstanding Article 16.04 b iii), if training is scheduled outside an employee's regular hours, the employee will be paid for any hours that they are scheduled to attend training.
 - ii. Training and team meetings will be scheduled in accordance with Article 16.01(i).
 - iii. The employer will endeavor to minimize any changes to an employee's normal shift rotation
 - iv. Part-time employees will be paid for any hours they are scheduled by the employer to attend mandatory training/team meetings.
 - v. Training and team meetings sessions shall be scheduled for a minimum duration of three hours.

16.05 Shift Contact

If no full time employee is on shift in a residence, the senior part-time employee will assume the role of shift contact unless otherwise determined by a supervisor. Night staff are exempt from this article, as no "shift contact" designation is assigned to night staff.

16.06 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.

ARTICLE 17 – OVERTIME

- 17.01 (a) Full-time – Live-In Treatment/Respite: Overtime for full-time live-in treatment/respite workers shall be for all hours worked before or after their regular daily hours and/or exceeding their regularly scheduled weekly hours. The regular weekly hours or on a paid holiday as provided in Article 18.01 shall be considered overtime.
- (b) Full-time – Community Based and Day Treatment: Overtime shall be all time worked by full-time community based employees and day treatment workers in excess of thirty-five (35) hours per week, to be compensated in accordance with article 17.02(b) below.

- (c) Part-time: Overtime shall be all time worked by part-time employees in excess of forty-four (44) hours in one week.

17.02

- (a) Full-time live-in treatment/respite workers shall receive compensation for overtime as follows:
 - i) with banked time off at the rate of 1 ½ times (1.5x) the actual number of overtime hours worked, in excess of their regular daily hours.
 - ii) with pay to the employee at the following rates:
 - (1) at straight time (1.0x) for all hours worked above the employee's regular scheduled hours up to or equal to a total of 44 hours per week; and
 - (2) at the rate of 1 ½ times (1.5x) for all hours worked exceeding 44 hours per week, if applicable.
- (b) Full-time community based employees and day treatment employees shall receive compensation for overtime at the following rates:
 - i) with banked time off at straight time (1.0x) for time worked exceeding 35 hours a week but less than or equal to 44 hours per week;
 - ii) with banked time off at the rate of 1 ½ times (1.5x) for any hours worked exceeding 44 hours per week.

17.03 Part-time employees shall be paid for overtime at one and one half (1-1/2) times their regular rate.

17.04 In order to be entitled to be compensated for overtime, the overtime worked by a part-time or full-time employee must have been authorized by the employee's supervisor in advance whenever possible or the On-Call Supervisor when advanced planning is not possible.

17.05 Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

17.06 Banked time off earned by any employee in accordance with this article 17 shall be scheduled at a mutually agreeable time or during a planned transition period prior to the expiry of the fiscal year on March 31.

The above may be extended with supervisor approval or paid out if the Employee is unable to use their bank time prior to the expiry of the fiscal year of March 31st.

ARTICLE 18 – PAID HOLIDAYS

18.01 The employer recognizes the following as paid holidays:

- | | | |
|--|--------------------|---------------------|
| a) New Year's Day | b) Family Day | c) Good Friday |
| d) Easter Monday | e) Victoria Day | f) Canada Day |
| g) Civic Holiday | h) Labour Day | i) Thanksgiving Day |
| j) National Day for Truth and Reconciliation | k) Remembrance Day | |
| l) Christmas Day | m) Boxing Day | |

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

All employees shall be entitled to five (5) paid float days per year, to be taken by mutual agreement between the employee and their supervisor at no additional expense to the employer. When an employee achieves 10 years of seniority, the employee will be entitled to six float days to be taken by mutual agreement between the employee and their supervisor at no additional expense to the employer.

18.02 All employees shall be entitled to time off for paid holidays when such holidays fall on regularly scheduled working days. If a holiday falls on a Saturday, the preceding Friday shall be considered the paid holiday. If a holiday falls on a Sunday, the following Monday shall be considered the paid holiday.

18.03 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreeable to the employee and their immediate supervisor, within forty-five (45) days following the applicable holiday involved except as may be agreed between the employee and their supervisor.

18.04 Employees required to work on a shift where any hours of that shift fall on any of the Paid Holidays in article 18.01 shall be paid at time and one-half (1 ½) their regular straight time hourly rate for the entire shift with the overtime portion or the half-time (.5x) shall be banked and taken as time off at a mutually agreed to time.

Employees working on a paid holiday will also receive an additional paid day off to be taken at a time of their choosing.

Any time off earned by an employee in accordance with this provision shall be scheduled at a mutually agreeable time or during a planned transition period

prior to the expiry of the fiscal year on March 31.

ARTICLE 19 – VACATIONS

19.01 Subject to successful completion of the probationary period, employees shall be entitled to an annual vacation with pay calculated from their anniversary date as follows:

Eleven (11) days per year in the first two (2) years of employment

Sixteen (16) days per year in the third (3rd) year of employment

Twenty-one (21) days per year in the fourth (4th) year of employment and per year until the employee's seventh (7th) anniversary

Twenty-three (23) days in the seventh (7th) year of employment and per year until the employee's tenth (10th) anniversary

Twenty-four (24) days in the tenth (10th) year of employment and per year until the eleventh (11th) anniversary

Twenty-five (25) days in the eleventh (11th) year of employment and per year until the employee's twelfth (12th) anniversary

Twenty-six (26) days in the twelfth (12th) year of employment which equals their total maximum annual vacation

Twenty-eight (28) days in the fifteenth (15th) year of employment and per year until the employee's twentieth (20th) year anniversary

Thirty (30) days in the twentieth (20th) year of employment which equals their total maximum annual vacation

For any employee hired or discharged mid-year that employee's vacation entitlement shall be pro-rated for the year of their hiring or discharge, as the case may be. The calendar year goes from January 1st to December 31st in any given year.

19.02 Annual vacation may be accumulated and carried beyond December 31st up to a maximum of seven (7) working days to be used by March 31st of the immediately following fiscal year. Carried over vacation time will be used before newly accrued vacation time. A plan to use this carried over vacation time will be mutually developed between employee and employer. If vacation is not used by March 31st of the immediate following fiscal year, the unused accumulated vacation shall be paid out at the applicable rate, subject to a maximum of seven (7) days.

19.03 Where an employee has taken annual vacation and then separates employment, the employer will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any annual vacation monies already paid in excess of what was earned to date of separation.

- 19.04 Compensation for Holidays Falling Within Vacation Schedule:
If a paid holiday falls or is observed during an employee's vacation period, designate shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and employer.
- 19.05 Vacation Pay on Termination:
An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 19.06 Preference in Vacations:
Vacations shall be granted first on the basis of seniority.
- 19.07 Vacation Schedules:
Vacation requests shall be submitted in writing at least sixty (60) days before vacation is to be taken. The employer will respond in writing to the request within five (5) business days. Such requests shall not unreasonably be denied. In the event of conflict in vacation requests, most senior employee who complied with the time limit in this Article shall prevail. An employee may request, in writing a change in vacation no less than three (3) days before the first day of vacation, providing that no other employee's vacation is affected and the employer incurs no additional costs. In its discretion, exercised reasonably, the employer will consider and accommodate last minute requests for vacation when possible.
- 19.08 Approved Leave of Absence During Vacation:
Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as agreed between employee and employer.
- 19.09 Length of Vacation:
Each employee shall receive annual vacation with pay as outlined in Article 19.01.
- 19.10 No employee shall be required to work during their scheduled vacation period.

ARTICLE 20 – SICK LEAVE

- 20.01 Sick Leave Defined
Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- 20.02 Amount of Paid Sick Leave:

Sick leave shall be ten (10) days per year. Up to five (5) sick days may be carried annually if unused. An employee on paid sick leave from the employer shall accumulate seniority and have all rights/privileges and benefits designate would have received had designate been at work.

In addition to the above noted sick days employees shall be entitled to one (1) wellness day annually which cannot be carried over from year to year.

20.03 Illness in Family:

Where no one other than the employee can provide for the needs during illness of an immediate member of their family (as defined in Article 21.02), an employee shall be entitled after notifying their supervisor, to use their sick leave entitlement to care for the member of the family who is ill. An employee may be required to produce a certificate from a medical practitioner for any family member's illness in excess of six (6) working days.

20.04 Proof of Illness:

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of six (6) working days, certifying that designate was unable to carry out their duties due to illness.

20.05 Advance Notice of Sick Leave Time

An employee who is able to request a sick leave in advance of such time shall do so in writing as soon as possible and shall also notify the employer in writing of any change in the scheduling of such leave, as soon as possible.

20.06 The employer shall provide four (4) times a year, a breakdown of sick days, lieu days, float days and vacation days to employees (January, April, July, October).

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration.

21.02 Paid Bereavement Leave:

- a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, spouse, common-law spouse, brother, sister, child, step-child, foster child, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparent, grandparent, grandchild, fiancée, niece or nephew.

- b) In recognition of the fact that circumstances, which call for bereavement leave, are based on individual circumstances, the employer, on request, may grant additional bereavement leave.
- c) Two days of bereavement leave per aunt and/or uncle.
- d) An employee will be granted a maximum of 5 days for pregnancy loss/miscarriage as it pertains to either themselves or their spouse/common-law partner.

21.03 Pregnancy and Parental Leave:

Pregnancy and parental leave shall be provided in accordance with the provisions of the *Employment Standards Act of Ontario*.

21.04 Leave of Absence for Union Functions:

Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings and conventions of CUPE, its affiliated or chartered bodies and no more than three (3) employees be granted leave for union function(s) at one time. It is understood that no more than two (2) employees from one program who are on the same shift together will not be granted leave of absence for Union functions. The employer shall continue to pay the employee during such leave and the union shall reimburse the employer for the amount of wages paid to the employee during the leave, upon request from the employer within forty-five (45) days.

21.05 Paid Jury or Court Witness Duty Leave:

The employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror or is required by subpoena to attend a Court of Law or a Coroner's Inquest. The employer shall also pay the employee's regular wages and the employee shall pay to the employer the amount received as pay for jury duty or for witness fees, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received.

21.06 General Leave:

- a) An employee shall provide a minimum of four weeks' advance written notice of any requests for general leave, unless otherwise agreed between employer and employee. An employee shall be entitled to leave of absence of up to six (6) months without pay, without benefits and without loss of seniority when designate requests such leave for good and sufficient cause. Leaves shall not be taken in succession. Good and sufficient cause shall include life choices that benefit the growth and development of an employee's family or an individual's own personal growth. The definition of good and sufficient cause varies from individual to individual. Without limiting the generality of the foregoing, leave for the purpose of alternate employment shall only be granted for a maximum of three (3) months. Without limiting the generality of the foregoing, leave for the purpose of additional school may be granted for up to one (1) year. Such request shall be in writing. Employer shall not withhold approval for requested leave or requested length without just cause. Grievance procedure will be initiated at Step 2.

An employee or the employer may terminate a leave under this article early. To terminate it early, the employee or employer shall give no less than thirty (30) days advance written notice.

If the employee requests and provides postdated cheques dated for the 1st of each month covering the full cost (employer's cost and employee's cost) of benefit premiums plus HST the employer will continue health benefits while the employee is on leave subject to the approval of the insurer. The employee requesting benefit coverage shall provide the necessary information to determine insurability and costs of insurability to the insurer. Decisions or actions taken or not taken by the insurer pursuant to an employee's request under this article are not subject to the grievance procedure in this agreement.

- b) An employee shall be entitled to up to five (5) days in a year leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications as approved by the employer.

21.07 Education Allowance:

The employer shall pay one-half (1/2) of the cost of tuition related to formal educational opportunities approved by the employer. Consideration for approval will be given in situations in which the course is relative and required for the employee to carry out the duties of their current position, or when it is required for a position in which they can reasonably hope to advance as per a mutually agreed upon professional development plan. Approval will also take into consideration the status of the educational institution, the potential impact on the employees' day-to-day work duties and availability of funds.

Any payment of an educational allowance provided under this article must be approved by the employer in advance of the employee's commencement of the formal educational opportunity.

The employee must provide full particulars of the cost of the formal educational opportunity to the employer for review and approval of the educational allowance.

Following the approval of the formal education opportunity, the employer shall provide written confirmation of the amount of the educational allowance, being 1/2 of the cost of the tuition related to the formal education opportunity, in advance of the employee's commencement of the program.

If the employee leaves the agency within 2 years after the completion of the course, the employee must repay the agency the full amount of the education allowance paid out.

An education allowance will be limited to \$4,000 annually for any one employee that is approved.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 a) Pay Days:

The employer shall pay salaries and wages semi-monthly for the current week in accordance with Schedule A attached hereto and forming part of this agreement. If an overpayment of wages should occur, it shall be recoverable in a fair and reasonable manner agreed to by the employer and the employee.

In the event of any employer wage miscalculations resulting in wages owing, the employer will issue a manual cheques within three (3) working days of discovering the error.

- b) Notwithstanding the generality of the first sentence of Article 22.01 a), when the employer fills a position, the employer may in its discretion exercised in a fair, reasonable and not in an arbitrary manner, give credit to the employee for any previous external year(s) of experience in a similar position. The employee's initial salary or wages shall, therefore, be in the amount set out at the Step in accordance with Schedule A (Rate of Pay) consistent with the years of external experience credited to the employee. Thereafter, the employee shall be paid in accordance with the Steps on Schedule A (Rate of Pay) with reference to the employee's anniversary date of hire.

22.02 Rate of Pay on Promotion or Reclassification (Full-time)

All employees assigned or reclassified in accordance with the collective agreement shall be placed in the same experience grade in the new classification. Their normal anniversary date will be their date for movement in the experience grades.

Seniority will be unaffected by this change.

22.03 Rate of Pay on Promotion or Reclassification

When an employee temporarily relieves in or performs the principle duties of a higher paying position at an hourly wage for ninety (90) days or more, designate shall receive the temporary hourly rate under Schedule A.

Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay for the position filled. The employee shall be deemed to be covered by all provisions of the Collective agreement, including Article 6 – Check off Union Dues, during the period of temporary transfer.

22.04 Pay on Transfer, Lower Rated Job:

When an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, their rate shall not be reduced.

22.05 Automobile Allowance:

Travel rates paid to an employee using their own automobile for the employer's business shall be as follows:

- a) Fifty (\$0.50) cents per km. All travel shall be calculated from the first day to the last day of each calendar month
- b) An employee shall have access to a vehicle during regular working hours if required to perform the responsibilities of their position
- c) Any out of pocket parking expenses. Receipts are to be provided when possible.

22.06 Cellular Phones:

Employees shall be supplied with cellular phones where required by the employer.

22.07 Cash Shortages:

An employee handling cash or credit cards shall not be responsible for shortages of missing receipts, except in the case of criminal negligence.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Changes in Classification:

The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the union and/or the employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiation between the employer and the union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS

24.01 Joint Employee Benefit Plan Committee:

All employee benefit plans shall be fully negotiable. Accordingly, a labour-management committee on employee benefit plans, including pensions, shall be established to administer, study, and review all employee benefit and health and welfare programs and to make improvements as are mutually agreeable. The committee shall have equal representation from the Union and the employer.

Either party may make use of technical advisors, as required. The Committee shall have full access to all pertinent information concerning the benefit plan. There shall be no change to any employee benefit plans including pensions without the consent of the Union in writing.

24.02 Employee Benefit Plan:

The employer shall continue the current pension plan. The employer shall continue the current benefit plan as amended by the parties effective July 2017. The benefit plan premiums shall be paid as follows:

Extended health care, dental and life Employer pays 75% plus PST

Employee pays 25% plus PST

Long Term Disability Employee pays 100% plus PST

While on pregnancy, parental and adoption leave, sick leave or LTD leave, the employer and the employee shall continue to pay the premiums and provide the benefits in accordance with this agreement.

Such benefits and premium costs shall cease after the employee has been on LTD for twenty-four (24) months.

All bargaining unit employees over the age of 65 who are actively at work shall continue to receive group benefits for life insurance as prescribed in the most current group plan booklet, i.e. coverage decreases by 50% after the age of 65. Such employees shall be covered for the portion of expenses (annual deductible amount and other such fees or costs) incurred outside of the Ontario Drug Benefit Program that would normally be included for all employees under the age of 65. The employee shall pay for the product or service and submit a claim for refund in the manner set out by the benefit carrier. All other health and medical benefits will continue until the employee ceases employment, or at age 70 whichever occurs first. Long Term Disability coverage ceases at 65.

24.03 Worker's Compensation Protection:

All employees shall be covered by the *Workplace Safety and Insurance Act*.

24.04 Continuation of Pay:

The employer agrees to pay eighty-five (85) percent of the employee's pre-injury net average earnings for a period of up to four (4) weeks; the employee shall assign their compensation cheques to the employer. In return, the employer shall indicate the amount received from the compensation as a deduction from gross income on the employee's income tax (T4) form.

24.05 Return to Work:

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the employer.

The obligation to re-employ lasts for the earliest of:

- Two years after the date of injury,
- One year after the Board notifies the employer that the worker is able to do the essential duties of the pre-accident job, or
- The date the worker reaches 65.

24.06 All part-time employees have access to the EAP Program.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Co-operation on Safety:

The union and the employer shall co-operate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

25.02 Union – Employer Health and Safety Committee:

A Health and Safety Committee shall be established which is comprised of five (5) Union representatives, and up to an equal number of employer representatives. The Health and Safety Committee shall hold meetings at least every three (3) months.

25.03 Health and Safety Clothing, Tool, Equipment and Protection:

The employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, where necessary, at the employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measure through engineering changes or the elimination of the hazard.

25.04 Disclosure of Information:

Where possible the employer shall provide the union written information, which identifies all the biological agents, compounds, substances, by-products, and

physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

25.05 Transportation Accident Victims:

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall, be at the expense of the employer.

25.06 First Aid/UMAB:

The employer will make available to a sufficient number of employees the opportunity to attend a properly accredited First Aid/Understanding and Managing Aggressive Behaviour (UMAB) courses. Time spent attending this course will be considered as time worked. The employer will assume all costs, if any, of this course after the employee's date of hire.

25.07 Immunization:

All employees must keep immunizations up-to-date, in consultation with their medical practitioner and in accordance with recommendations and/or requirements of the local Health Unit and requirements to maintain the agency's operational licenses.

25.08 Employer will supply cases with wheels to those employees who are required to carry laptop computers, if requested by those employees.

ARTICLE 26 – CONTRACTING OUT AND TECHNOLOGICAL CHANGES

26.01 Three months before the introduction of any technological or other changes, or new methods of operation, or contracting out which affect the rights of employees, conditions of employment, wage rates or workloads, the employer shall notify the union of proposed change. Any such changes shall be made only after the Union, the Local and the employer have reached an agreement on such changes in writing.

No regular full-time employee shall be dismissed by the employer because of mechanization, technological, or other changes. Under no circumstances shall the employer contract out any service without prior approval from the union.

The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of their own job which may be changed as a result of technological change. Such approval shall

not be unreasonably withheld. Payment shall be made upon successful completion of the course.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Bulletin Boards:

The employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.02 Adverse Report

Except as required by law or relevant child welfare agency, the employer shall provide a copy of any report or complaint from any third party (external report) concerning the work of any employee to that employee within ten (10) days of its receipt of it, and that external report shall form part of the employee's record. If the employee replies to the external report, that reply shall form part of the employee's record. If the employer does not provide the external report as required in this paragraph, it may not rely upon or refer to the external report in regard to any discharge, discipline, promotion, demotion or related matter. The parties agree that the employer's obligation to provide a copy of any external report to the employee under this paragraph is wholly and completely separate and apart from the employer's obligation under Article 14.01 to advise the employee of disciplinary action within the time frame set out in that Article.

27.03 Professional Development:

The employer shall provide workers the opportunity to participate in appropriate seminars, workshops, or short courses. At the discretion of the employer, an employee shall be given assistance to undertake appropriate research project. Upon the agreement of their supervisor, this assistance may take the form of free use of the photocopier, provisions of supplies, time off, clerical assistance and mailing costs.

ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS

28.01 Continuation of Acquired Rights:

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement

shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

28.02 Restructuring:

In the event of restructuring or reorganization of the Agency, the employer agrees to hold discussions with the Union and its Local with respect to procedures, which will be applied for the re-deployment of staff. In the event of re-deployment, employees shall receive pre-work training as agreed by both parties.

Should such restructuring involve employees of another agency, in such discussions Management of Chimo Youth and Family Services will endeavor to ensure that the best interests of Chimo Youth and Family Services staff are fully pursued.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 Copies of Agreement:

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the employer shall print sufficient copies of the agreement in booklet form within thirty (30) days of signing.

The employer and the union will share the cost equally of printing sufficient copies of this agreement for all members of the bargaining unit.

ARTICLE 30 – GENERAL

30.01 Plural or Feminine Terms May Apply:

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

ARTICLE 31 – TERM OF AGREEMENT

31.01 The Collective Agreement shall become effective April 1, 2025 and shall remain in effect until March 31, 2028 and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or

amend this agreement. Such notice shall be given in writing by the party giving the notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.

31.02 Any changes in this agreement may be made by mutual agreement by both parties, at any time during the agreement and such changes shall be affixed as Letters of Understanding.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

FOR THE UNION

Teresa Rye

Sandi Hall
Sandi Hall (Jan 20, 2026 16:14:54 EST)

Ian Flaherty
Ian Flaherty (Jan 21, 2026 14:13:47 EST)

CC
Caitlin Currie (Jan 21, 2026 10:57:50 EST)

CC
Cheryn Jones (Jan 21, 2026 14:33:33 EST)

EM
Ermi-Jokinen (Jan 21, 2026 11:01:28 EST)

[Handwritten Signature]

KG/COPE491

LETTER OF AGREEMENT #1

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4204

Re: Transition Weekends / Service Shut Downs

In an attempt to lessen the impact of service shut downs, the union and employer will meet to discuss the scheduling prior to the implementation of any anticipated decreases in service. The union will receive a minimum of three (3) months' notice should service decreases be anticipated. The employer shall provide budget and financial statements with non-identifying information in order to assist with this process and shall receive and consider in good faith the recommendations of the union.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Pys

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.P.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caillin Currie (Jan 21, 2026 10:57:50 EST)

EM

Ernie Jokinen (Jan 21, 2026 11:01:28 EST)

[Signature]

LETTER OF AGREEMENT #2

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4204

Re: Wage and Benefits Enhancements

In the event that the Ministry of Health and Long-Term Care (Children’s Mental Health) and/or Ministry of Children Community and Social Services (Wintergreen) provides Chimo with additional funds to improve Chimo’s salaries and benefits, such funds as are available for bargaining unit salaries and benefits will be folded into the rates of compensation, as per Schedule A, effective from the date the salary and benefit is enriched and that such resulting new rates will form part of the existing Collective Agreement.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Pige

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.J.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caitlin Currie (Jan 21, 2026 10:57:50 EST)

EM

Emmi Jokinen (Jan 21, 2026 11:01:28 EST)

..... H. H. H.

LETTER OF AGREEMENT #3

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4204

Re: Benefits on Leaves of Absence - Article 21.06

The union and employer agree that during the term of the collective agreement expiring March 31, 2022, benefits during a leave of absence under Article 21 of the collective agreement may be provided for a maximum of three (3) months only. This maximum duration of benefits during a leave does not apply to leaves granted to an employee under a statute.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Rye

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.J.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caitlin Currie (Jan 21, 2026 10:57:50 EST)

EM

Emmi Jokinen (Jan 21, 2026 11:01:28 EST)

J. P. Ryan

LETTER OF INTENT # 4

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4204

Re: Job-Share

Both parties agree to consider job-share requests on a case-by-case basis. A request for a job-share agreement by two employees shall be made in writing to the Employer with a copy to the Union. Both parties will meet to discuss the request when a job share request is received. Should a request be deemed feasible, a job-share agreement will be collaboratively developed that provides detail of the job-share arrangements.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Rye

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.J.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caithin Currie (Jan 21, 2026 10:57:50 EST)

EM

Emilia Jokinen (Jan 21, 2026 11:01:28 EST)

I. Pisan

LETTER OF AGREEMENT #5

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC
EMPLOYEES

and its LOCAL 4204

Re: One-time Bonus

In the event that there is surplus funding that can be utilized to provide a one-time bonus to staff, those monies will be deemed free from Union dues; however, they are subject to all other source deductions.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Rye

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.J.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caitlin Currie (Jan 21, 2026 10:57:50 EST)

EJ

Emma Jokinen (Jan 21, 2026 11:01:28 EST)

[Handwritten Signature]

LETTER OF AGREEMENT #6

BETWEEN

CHIMO YOUTH AND FAMILY SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL4204

Re: Permanent Part-Time

The employer agrees to make available opportunities to hire permanent part-time staff based on the needs of the agency. Permanent part-time staff will be guaranteed 17 hours per week and may take on additional shifts outside the guaranteed hours.

Permanent part-time opportunities will be posted as per article 13.

Signed in Ontario, on this 20th day of January 2026

FOR THE EMPLOYER

Teresa Byr

Ian Flaherty

Ian Flaherty (Jan 21, 2026 14:13:47 EST)

C.J.

Cheryn Jones (Jan 21, 2026 14:33:33 EST)

FOR THE UNION

Sandi Hall

Sandi Hall (Jan 20, 2026 16:14:54 EST)

CC

Caitlin Currie (Jan 21, 2026 10:57:50 EST)

EM

Emma Jokinen (Jan 21, 2026 11:01:28 EST)

[Signature]

KG/COPE491

Schedule A
Effective April 1, 2025

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8			
Wintergreen DCW	53,166.75	27.27	54,585.86	27.99	56,044.95	28.74	57,484.05	29.48	58,903.16	30.21	60,342.26	30.94	61,821.34	31.70	62,361.00	31.98		
Live-In Treatment DCW	48,989.36	25.12	50,428.46	25.86	51,847.58	26.59	53,286.68	27.33	54,725.78	28.06	56,164.88	28.80	57,643.95	29.56	58,183.61	29.84		
Live-In Treatment Night Staff	46,434.96				22.32		46,648.16				22.43		46,861.36				22.53	
Wintergreen Night Staff	52,617.76				25.30		52,830.96				25.40		53,044.16				25.50	
Case Coordinator & Day Treatment	53,017.51	29.13	54,509.91	29.95	56,002.31	30.77	57,494.71	31.59	58,987.11	32.41	60,479.51	33.23	61,971.91	34.05	62,568.87	34.38		
Family Capacity Building Support Worker	53,017.51	29.13	54,509.91	29.95	56,002.31	30.77	57,494.71	31.59	58,987.11	32.41	60,479.51	33.23	61,971.91	34.05	62,568.87	34.38		
In-School / Court Mental Health Worker	61,486.88	33.78	62,624.84	34.41	63,184.49	34.72	63,762.79	35.03	64,359.75	35.36	64,938.06	35.68	65,535.02	36.01	66,169.29	36.36		
Clinical Therapist	63,427.00	34.85	64,919.40	35.67	66,411.80	36.49	67,866.89	37.29	69,396.60	38.13	70,889.00	38.95	72,381.40	39.77	73,071.64	40.15		

Vacation Time

Year 1 and Year 2	11 days
Year 3	16 days
Year 4, 5 and 6	21 days
Year 7, 8 and 9	23 days
Year 10	24 days
Year 11	25 days
Year 12, 13 and 14	26 days
Year 15, 16, 17, 18 and 19	28 days
Year 20+	30 days

Employees with less than five (5) years of service-Vacation pay of 4% will be added to all part-time employee pay cheques.
 Employees with five (5) years or more-Vacation pay of 6% will be added to all part-time employee pay cheques.

Schedule A
Effective April 1, 2026

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8			
Wintergreen DCW	54,495.92	27.95	55,950.51	28.69	57,446.07	29.46	58,921.15	30.22	60,375.74	30.96	61,850.82	31.72	63,366.87	32.50	63,920.03	32.78		
Live-In Treatment DCW	50,214.09	25.75	51,689.17	26.51	53,143.77	27.25	54,618.85	28.01	56,093.92	28.77	57,569.00	29.52	59,085.05	30.30	59,638.20	30.58		
Live-In Treatment Night Staff	47,595.83				22.88		47,814.36				22.99		48,032.89				23.09	
Wintergreen Night Staff	53,933.20				25.93		54,151.73				26.03		54,370.26				26.14	
Case Coordinator & Day Treatment	54,342.95	29.86	55,872.66	30.70	57,402.37	31.54	58,932.08	32.38	60,461.79	33.22	61,991.50	34.06	63,521.21	34.90	64,133.09	35.24		
Family Capacity Building Support Worker	54,342.95	29.86	55,872.66	30.70	57,402.37	31.54	58,932.08	32.38	60,461.79	33.22	61,991.50	34.06	63,521.21	34.90	64,133.09	35.24		
In-School / Court Mental Health Worker	63,024.05	34.63	64,190.46	35.27	64,764.10	35.58	65,356.86	35.91	65,968.74	36.25	66,561.51	36.57	67,173.40	36.91	67,823.52	37.27		
Clinical Therapist	65,012.68	35.72	66,542.39	36.56	68,072.10	37.40	69,563.56	38.22	71,131.52	39.08	72,661.23	39.92	74,190.94	40.76	74,898.43	41.15		

Vacation Time

Year 1 and Year 2	11 days
Year 3	16 days
Year 4, 5 and 6	21 days
Year 7, 8 and 9	23 days
Year 10	24 days
Year 11	25 days
Year 12, 13 and 14	26 days
Year 15, 16, 17, 18 and 19	28 days
Year 20+	30 days

Employees with less than five (5) years of service-Vacation pay of 4% will be added to all part-time employee pay cheques.
 Employees with five (5) years or more-Vacation pay of 6% will be added to all part-time employee pay cheques.

Schedule A
Effective April 1, 2027

	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8			
Wintergreen DCW	55,994.56	28.72	57,489.15	29.48	59,025.84	30.27	60,541.48	31.05	62,036.07	31.81	63,551.72	32.59	65,109.46	33.39	65,677.83	33.68		
Live-In Treatment DCW	51,594.98	26.46	53,110.62	27.24	54,605.22	28.00	56,120.87	28.78	57,636.50	29.56	59,152.15	30.33	60,709.89	31.13	61,278.25	31.42		
Live-In Treatment Night Staff	48,904.72				23.51		49,129.25				23.62		49,353.79				23.73	
Wintergreen Night Staff	55,416.36				26.64		55,640.90				26.75		55,865.44				26.86	
Case Coordinator & Day Treatment	55,837.38	30.68	57,409.16	31.54	58,980.94	32.41	60,552.71	33.27	62,124.49	34.13	63,696.27	35.00	65,268.04	35.86	65,896.75	36.21		
Family Capacity Building Support Worker	55,837.38	30.68	57,409.16	31.54	58,980.94	32.41	60,552.71	33.27	62,124.49	34.13	63,696.27	35.00	65,268.04	35.86	65,896.75	36.21		
In-School / Court Mental Health Worker	64,757.21	35.58	65,955.70	36.24	66,545.11	36.56	67,154.17	36.90	67,782.88	37.24	68,391.95	37.58	69,020.67	37.92	69,688.67	38.29		
Clinical Therapist	66,800.53	36.70	68,372.31	37.57	69,944.08	38.43	71,476.56	39.27	73,087.64	40.16	74,659.41	41.02	76,231.19	41.89	76,958.14	42.28		

Vacation Time

Year 1 and Year 2	11 days
Year 3	16 days
Year 4, 5 and 6	21 days
Year 7, 8 and 9	23 days
Year 10	24 days
Year 11	25 days
Year 12, 13 and 14	26 days
Year 15, 16, 17, 18 and 19	28 days
Year 20+	30 days

Employees with less than five (5) years of service-Vacation pay of 4% will be added to all part-time employee pay cheques.
 Employees with five (5) years or more-Vacation pay of 6% will be added to all part-time employee pay cheques.