

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 332**

and

New Path Youth & Family Counselling Services

DURATION: April 1, 2022 – March 31, 2024



Sector 15
3-332-5155-20240331-15

INDEX

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – UNION SECURITY.....	3
ARTICLE 5 – EMPLOYEE REPRESENTATION	4
ARTICLE 6 – STRIKES OR LOCK-OUTS	6
ARTICLE 7 – GRIEVANCE PROCEDURE.....	6
ARTICLE 8 – ARBITRATION.....	8
ARTICLE 9 – SENIORITY	9
ARTICLE 10 – POSTING AND FILLING OF VACANCIES.....	11
ARTICLE 11 – LAY-OFF AND RECALL	12
ARTICLE 12 – LEAVES OF ABSENCE	15
ARTICLE 13 – SICK LEAVE	17
ARTICLE 14 – PAID HOLIDAYS.....	17
ARTICLE 15 – HOURS OF WORK AND OVERTIME	18
ARTICLE 16 – VACATIONS	20
ARTICLE 17 – WAGES.....	23
ARTICLE 18 – BENEFITS	23
ARTICLE 19 – HEALTH AND SAFETY.....	24
ARTICLE 20 – GENERAL	25
ARTICLE 21 – CHANGED CIRCUMSTANCE	26
ARTICLE 22 – TERMINATION.....	26
SCHEDULE "A"-BARGAINING UNIT SALARY GRID AT APRIL 1, 2022.....	28
SCHEDULE "A"-BARGAINING UNIT SALARY GRID AT APRIL 1, 2023.....	30

LETTER OF INTENT # 1	33
LETTER OF UNDERSTANDING #1	34
PAY EQUITY.....	34
LETTER OF UNDERSTANDING #2.....	35
JOB DESCRIPTIONS.....	35
LETTER OF UNDERSTANDING #3.....	36
LIVE-IN TREATMENT SERVICES SCHEDULING COMMITTEE	36
LETTER OF UNDERSTANDING #4	37
JOB SHARING	37
LETTER OF UNDERSTANDING #5.....	39
NEW COMMITTEE	39
EXTENDED SHIFT ARRANGEMENTS.....	40

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and employees covered by this Agreement and to establish and maintain mutually satisfactory working conditions, hours of work and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

All parties have a joint interest in and are committed to strengthening equity, diversity and inclusivity.

ARTICLE 2 – RECOGNITION

2.01 New Path Youth and Family Counselling Service of Simcoe County recognizes the Ontario Public Service Employees Union (OPSEU) as the sole bargaining agent of all employees of New Path Youth and Family Counselling Services of Simcoe County in the County of Simcoe, save and except supervisors, persons above the rank of supervisor, Executive Assistant, Human Resources Generalist, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 (a) No employee shall be discriminated against by the Employer or the Union because of membership or non-membership in the Union, or in a fashion contrary to the Ontario Human Rights Code. The Ontario Human Rights Code provides for certain protections against discrimination and harassment.

(b) There will be no harassment exercised or practiced by employees, the Union or the Employer against any Employee.

(c) The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code, as amended from time to time, and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the Employer or the Union or any of their representatives against any employee because of:

- Age
- Ancestry, colour, race
- Ethnic origin
- Creed
- Disability
- Marital Status (including single status)
- Family Status
- Citizenship
- Place of origin
- Record of offences
- Sexual orientation
- Sex (including pregnancy and breastfeeding)

- Gender identity, gender expression

2.03 **Employment Categories**

Regular full-time employees are employees working thirty-five (35) hours in a non- Live-in Treatment Services and forty (40) hours in a Live-in Treatment Services program on a permanent basis.

Regular part-time employees are employees working more than twenty-four (24) hours and less than thirty-five (35) in a non- Live-in Treatment Services or forty (40) hours in Live-in Treatment Services programs on a permanent basis.

Seasonal full-time employees are regular full time employees working in programs which coincide with the school year and have an annual lay-off period.

Seasonal part-time employees are regular part time employees working in programs which coincide with the school year and have an annual lay-off period.

For greater clarity, with the exception of sick time, Seasonal Full Time Employees shall receive all benefits and entitlements as Full Time Employees.

Temporary employees are expected to work less than twenty-four (24) months duration or as a specific replacement for an employee on a pregnancy or parental leave or another leave of absence with a pre- defined duration. Rights and privileges under this agreement are noted in 10.03 d)

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges the management of the Employer and that the direction of the working force is fixed exclusively by the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, classify, transfer, schedule, lay off and subject only to Article 2.02, discipline or discharge, any probationary employee and to discipline or discharge seniority employees for just cause.

3.02 The Union further recognizes the exclusive right of the Employer to operate and manage its premises in all respects, subject only to the provisions of this Agreement or applicable legislation.

3.03 The Employer may make rules governing the conduct of employees. Such rules shall not be unreasonable, nor will they contradict the terms of this Collective Agreement.

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

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

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

ARTICLE 4 – UNION SECURITY

4.01 The parties hereto mutually agree that all employees of the Employer covered by this Agreement shall have the right to become Union members.

4.02 **Contracting Out**

The Employer shall not contract out work exclusively performed by the members of the bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee occurs.

4.03 **Dues Check off**

The Employer shall deduct from each month's pay of each employee, starting with the pay period nearest to the effective date of this agreement and upon date of hire of the employee, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made. The list shall clearly indicate changes in employment status for termination and leaves of absence.

4.04 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.

4.05 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

- 4.06 The Union agrees to save the Employer harmless and to indemnify the employer with respect to any claim made against the Employer by an employee or any group of employees arising out of the deduction of Union dues as herein provided.

HR includes each stewards name and contact information on the welcome letter. A report of new hires will be sent to union stewards every six (6) months.

ARTICLE 5 – EMPLOYEE REPRESENTATION

- 5.01 The Employer agrees to recognize Union Stewards elected or appointed from among the employees in the bargaining unit and the following Union committees: a Negotiating Committee, Employer/Employee Relations Committee, and a Joint Health and Safety Committee. It is recognized that members of the various committees need not be Union Stewards.

- 5.02 The duty of the stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.

- 5.03 The Union will inform the Employer, in writing, of the names of the stewards and committee members and any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.

- 5.04 The Union acknowledges that the stewards/committee members have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.

- 5.05 **Negotiating Committee**

The employer also agrees to recognize a bargaining committee consisting of up to four (4) employees plus the Union representative for the purpose of amending or renewing the present Agreement.

- 5.06 **Employee/Employer Relations Committee**

Both parties agree to establish an Employee/Employer Relations Committee consisting of three (3) Union representatives and three (3) management representatives, one (1) staff will be from the Live in Treatment Program with the capacity of either party to bring in an additional resource person from the Union or the Employer.

5.07 The committee shall meet every three (3) months and more or less frequently, by a mutual agreement. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer member. The parties will endeavour to distribute minutes within seven (7) days.

5.08 The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management and employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.

Employees serving on the Employer/Employee Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee.

5.09 It is understood and agreed that either party may be represented or assisted by an outside representative at any meeting of the committee.

5.10 Employees shall have the right to the assistance of OPSEU Staff Representatives whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

5.11 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties. The Employer will make an electronic copy available on their shared computer system.

5.12 **Orientation of New Employees**

New employees will be provided with an opportunity at a time and location mutually agreed to by the parties to meet with a Union Steward or other Union representative for up to fifteen (15) minutes, without loss of regular earnings. Employees will be given a copy of the Collective Agreement.

5.13 **Bulletin Boards**

The Employer will provide bulletin boards at each location for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union Local President or Unit Steward. The Union will notify the Employer of all postings.

ARTICLE 6 – STRIKES OR LOCK-OUTS

6.01 There shall be no strikes or lock-outs during the term of this Collective Agreement. The word "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relations Act*.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as any dispute involving the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. Any such dispute may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

7.02 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of resolving their complaint. The employee shall identify and discuss such complaint with the immediate supervisor within ten (10) calendar days from the event giving rise to the grievance or from when the employee should have reasonably become aware of the existence of the event giving rise to the grievance. The supervisor within one (1) week of the complaint being brought to their attention shall provide the employee with a decision. Failing settlement, within two (2) weeks it shall then be taken up as a grievance.

Step No. 1

The employee must submit the signed grievance in writing to their supervisor and may be accompanied, if they so desire, by their Union Steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement, which are alleged to have been violated. The supervisor will deliver their decision in writing within one (1) week following the day on which the grievance was presented to them. Failing settlement, then:

Step No. 2

Within one (1) week following receipt of a disputed decision at Step No. 1, the employee shall submit the written grievance to the CEO, or designate. Within two (2) weeks the CEO, or designate will meet with the grievor and the Union Steward and review the grievance. If desired, the Union's staff representative may be in attendance at this meeting. The CEO may request the presence of a consultant at this meeting, as may the Union. The written decision of the CEO will be received within one (1) week from the date on which the grievance meeting was convened.

In the event the decision of the CEO is not satisfactory to the grievor, the grievor may refer the matter to Arbitration in accordance with the provisions of this Agreement. If no written request for arbitration is received within one (1) week of the date of the receipt of the decision under this Step, the grievance shall be deemed to be settled.

The Union and the Employer agree to undertake a mediation process to assist in resolving grievances. This process will commence after filing for arbitration and must meet the following:

- (a) the Union and the Employer must agree to the use of mediation;
- (b) the Union and the Employer must agree on the mediator;
- (c) the cost of mediation shall be borne equally by the Employer and the Union;
- (d) resolutions are without prejudice, without precedent basis unless otherwise agreed to by the parties;
- (e) if a mutually acceptable resolution is not reached, the grievance will proceed to the next step in the process.

7.03 **Policy and/or Group Grievance**

The Union or the Employer may initiate a grievance beginning at Step 2 of the grievance procedure. Such grievance shall be filed within two (2) weeks of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any grievance may be referred to arbitration under Article 7 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 such employee or employees could themselves institute and the regular grievance procedure shall not thereby be bypassed.

7.04 An employee who is discharged or suspended may file a grievance at Step 2 of the grievance procedure within ten (10) calendar days after such discharge or suspension.

7.05 Except where the Collective Agreement provides for a specific result, where a grievance, which is filed under Article 7.05 is not settled and duly comes before an Arbitration Board, the Board may make a ruling

- (a) confirming the Employer's actions;
- (b) 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

- (c) disposing of the grievance in any other manner, which may be just and equitable.

ARTICLE 8 – ARBITRATION

- 8.01 Should either party wish to refer a grievance to arbitration, written request for arbitration shall be made by registered mail to the other party within one (1) week of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.
- 8.02 The party requesting arbitration shall indicate in its written request whether it is in agreement with the use of a single Arbitrator. If a single Arbitrator is proposed the written request shall include the names of Arbitrators acceptable to the party making the request. If a single Arbitrator is not proposed, the written request shall include the name of its nominee to the Arbitration Board.
- 8.03 Within two (2) weeks thereafter, the other party shall answer by registered mail by indicating the name and address of its nominee to the Arbitration Board.

In the event the matter is referred to an Arbitration Board, the two nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third (3rd) person to act as chairperson chosen by the other two members of the Board.

Upon mutual agreement to the use of a single Arbitrator, the two parties shall agree upon the single Arbitrator within two (2) weeks. If such agreement is not reached, the agreement to use of a single Arbitrator shall be void and each party shall name its nominee to the Arbitration Board within one (1) week thereafter.

- 8.04 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within one (1) week of their appointment, or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 8.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to either modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.06 Each party shall pay:

- (a) the fees and expenses of its nominee to the Board of Arbitration; and
- (b) one-half (1/2) of the fees and expenses of the chairperson.

8.07 **Expedited Arbitration**

The parties, prior to applying for expedited arbitration under Section 45 of Ontario Labour Relation Act shall attempt to reach agreement on a chairperson.

If a chairperson is not agreed upon within two (2) weeks of the notification that arbitration is being sought, either party may apply for a chairperson under the Act.

ARTICLE 9 – SENIORITY

- 9.01
- (a) Seniority, as referred to in this Agreement shall mean length of continuous unbroken service from date of last hire in the bargaining unit.
 - (b) For employees employed as of April 1st, 2000, seniority credit for service up to and including April 1st, 2000 shall be credited on the basis of forty (40) full hours worked being equivalent of one week for Live-in Treatment Services Staff, and thirty-five (35) full hours worked being the equivalent on one week for other staff (to be rounded to a seniority date to the nearest full week).
 - (c) Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority they had when they completed the first thirty (30) day period of unpaid leave.
 - (d) Notwithstanding 12.07(a), Seniority shall continue to accumulate in accordance with the *Employment Standards Act* and *Ontario Human Rights Code*.

9.02 **Probationary Employees**

- (a) All new employees shall be hired on a probationary period of one thousand and forty (1040) hours worked; and nine hundred and ten (910) hours worked for non- Live-in Treatment Services staff.

- (b) An employee shall not have any seniority until they have successfully completed the probationary period. Following successful completion of the probationary period, seniority shall be as defined above at 9.01.
- (c) When an employee is hired into the same position description directly after working on a "contract" position, the contract time shall be included for calculation of the probation period only. All other requirements and entitlements shall be in accordance with the existing provisions of the collective agreement based on the date of permanent employment.

9.03 A seniority list shall be maintained and posted on the Employer's bulletin boards. The seniority list shall be updated every six (6) months and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision.

9.04 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if the employee voluntarily quits;
- (b) the employee retires;
- (c) if the employee is discharged for any cause and not reinstated through the Grievance procedure;
- (d) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement.
- (e) if twenty-four (24) months have elapsed since the effective date of lay-off;
- (f) if the employee is absent from work for more than three (3) scheduled working days without notifying and obtaining the permission of the Employer or unless the employee is unable to provide an explanation acceptable to the Employer;
- (g) if the employee utilizes any leave of absence for a purpose other than that for which it was granted;
- (h) loss of any license or accreditation deemed necessary by the Employer or by statute for the position in which the employee is employed. An employee who loses their driver's license will, however, be allowed on the first occasion a leave of absence without pay of up to six (6) months.

- 9.05 If any provision of this Article is found to be in conflict with the *Ontario Human Rights Code*, the parties shall be bound by the *Code* and shall amend the applicability of this Article to the extent required to comply with the *Code*.

ARTICLE 10 – POSTING AND FILLING OF VACANCIES

- 10.01 (a) When a vacancy is to be filled or a new position is created in the bargaining unit, the Employer shall post notice of same at each site and notify the Union. Employees wishing to be considered for such positions must advise the Employer, in writing, within one (1) week of the date of the posting.
- (b) Such vacancies as noted in (a) shall be posted within thirty (30) days or the employer will notify the bargaining unit of the reasons for the delay. Should the Employer elect not to fill a bargaining unit position, the Union will be notified of the reasons within fifteen (15) days of the decision. The Union may request a special EERC to discuss the decision if there is no such meeting scheduled to occur in a timely manner.
- (c) Where the skill, qualifications and ability of the applicants are relatively equal, the most senior employee bidding shall be given the job.
- (d) The posting shall provide a brief statement as to the nature of the job and qualifications for the position. In addition the wage or salary rate or range will be indicated on the posting.
- (e) For shorter term temporary positions of six (6) months or less, the Employer reserves the right to appoint employees. Should the contract be extended past six (6) months, the Employer would post the vacancy as described in a).
- (f) With approval of the EERC as per Article 5.06 of this agreement, internal and external job postings may occur simultaneously dependent on the position. Applicants from the Bargaining Unit shall be given first consideration.
- 10.02 The successful applicant shall be placed on a trial period for a period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to the former or a similar position without loss of seniority or entitlements.

10.03 Temporary Positions

- (a) A temporary position is one that is expected to be less than twenty-four (24) months duration or as a specific replacement for an employee on a pregnancy or parental leave or another leave of absence with a pre-defined duration. This posting shall be posted for seven (7) calendar days.
- (b) On expiry of the temporary position the employee shall return to their former position if it still exists or a similar position if one is available without loss of seniority or entitlements.
- (c) A new person hired from outside the bargaining unit in a temporary position shall have all rights and privileges under this agreement save and except those provided until Article 11, 13, and 18 and the right to grieve dismissal, notwithstanding any statutory entitlement. Vacation pay shall be added to the employee's regular pay in accordance with the provision of the *Employment Standards Act*.
- (d) Employer shall offer benefits and paid time off for contracts greater than twelve (12) months.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 Lay-off shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services expected to be longer than two (2) consecutive weeks. The discontinuation of services may be due to the elimination of a programme or programmes or to inadequate funding or to technical change.

- (a) Laid off employees shall remain on the recall list for two (2) years. It is understood that employees on the recall list shall retain but not accrue seniority for twenty-four (24) months.
- (b) The recalled employee will have the opportunity to decline one (1) recall to their previous classification.

There is however, no cap to the number of times the Employees can decline a recall to a lower classification.

- (c) No new Union employee shall be hired until after all employees on recall have been offered any new available positions they have the ability and qualifications to do.

11.02 Should it become necessary for the Employer to reduce staff, the Employer will first give notice and discuss the issue with the E.E.R.C. at least thirty (30) days prior to initiating the lay-off. Notice of lay-off shall be given to affected

employees thirty (30) days in advance, except in cases where less than thirty (30) days' notice of withdrawal of funding is given to the agency. The parties shall meet as often as is necessary to review and discuss a plan of action in an effort to effectively reduce the impact of layoffs on the membership and ways and means of avoiding or reducing the initial layoff numbers projected.

Solicitation in writing of voluntary resignations from among the existing staff within the same classifications will occur after the above notice. Should there be no voluntary resignations, lay-offs shall occur:

- (a) (i) the employee with the least seniority in the classification will be laid off.
- (ii) Notice of program reduction/closure will be given to the employee(s) directly affected by such reductions. The employee(s) so affected will have the first opportunity to displace an employee with lesser seniority within the same or lower classification. Such employee will have a period of five (5) working days from receipt in writing to notify the employer of their intent to displace.
- (b) (i) An employee who is displaced per A (ii) shall have the opportunity to displace the employee with the lesser seniority in the same classification or lower classification. Such employee will have a period of five (5) working days from receipt in writing to notify the Employer of their intent to displace.
- (ii) An employee laid off per A (i) or displaced per B (i) shall have the opportunity to displace an employee with the LEAST seniority in a lower classification. To exercise this right, the laid off employee shall have five (5) working days from receipt of the notice of lay-off to notify the Employer of their intent to displace.

It is understood that employees displacing a junior employee will have the skill and ability to perform the requirements of the position and meets the qualification criteria, or meets the equivalent of the recognized job description. Should the employee not be able to meet the requirements of the position, the employee shall be laid off and placed on the recall list.

11.03 Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

11.04 Employees who bump laterally or to a lower level job will be paid at the step in the new position which is closest to their then current pay on such movement along with increases on their appropriate anniversary dates

provided, however, that they will not receive a salary which is higher than the maximum of the lower level job.

11.05 Employees who are laid off shall have their names placed on a re-hire list, and when vacancies occur they shall be rehired in order of seniority, the person with the most seniority being recalled first. The re-called employee will have the skill and ability to perform the requirements of the position.

11.06 It is the duty of the employees on the recall list to notify the employer of any change in address.

11.07 **Season Layoff Override**

The above provisions do not apply where an employee is not required to fill a position during the months of July and August and September up until Labour Day.

11.08 (a) **Technological Change**

Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the Union to consider the minimization of adverse effects (if any) upon the employees concerned

(b) Employees laid-off with a specific recall date shall have benefits continued for up to three (3) months.

(c) Employer to train.

11.09 In the event the employer engages in redeployment, restructuring, or reorganization it is agreed that the Employer Employee Relations committee will be provided with pertinent financial, vacancy, redeployment and staffing information and that the Employer and the E.E.R.C. will review and discuss any proposed re-organization which will impact on the bargaining unit.

11.10 **Benefits Continuation**

(a) In the event of a layoff of an employee the Employer will pay its share of the insured benefits premiums up to the end of the month in which the layoff occurs.

- (b) Provided such coverage can be made available employees may continue to pay the full premium cost of a benefit or benefits for up to a further twelve (12) months. Such payment can be made through the payroll office of the Employer provided the employee informs the Employer of intent to do so at the time of layoff and arranges with the employer the appropriate payment schedule. Employees taking advantage of this provision shall not be eligible for either short term or long term disability benefit coverage for an illness or injury which occurs after date of layoff.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Pregnancy and Parental Leave

Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act*.

Seniority and vacation credits will continue to accrue during the unpaid pregnancy and parental leave granted under this Article.

The Employer shall continue to pay its normal share of all benefit premiums for employees on pregnancy and parental leave.

12.02 Bereavement Leave

When a death occurs in the immediate family of a seniority employee they will be granted leave of absence without loss of pay for up to five (5) days . Immediate family is defined as mother, father, mother-in-law, father-in-law, step parent, brother, sister, spouse, grandparents, grandchildren, son, daughter, step child, step grandchildren, daughter-in-law, son-in-law, and long term foster child.

12.03 Compassionate Leave

Paid leave of up to five (5) days per year shall be granted to employees for compassionate reasons. This leave provision is intended to cover situations giving rise to family and personal distress not covered elsewhere in this Agreement. Leave as set out above shall not be unreasonably denied by the Employer

12.04 Education Leave

- (a) The Employer if requested in writing shall grant up to five (5) days per year without loss of credit and without loss of pay to an employee for professional development. Permission for this leave shall not be unreasonably withheld.

- (b) Upon written notice, unpaid leave of absence may be granted to an employee who wishes to enrol in advance courses for up to two (2) years. The employee's seniority will not accrue during the leave (the seniority date will be adjusted accordingly) and the employee may arrange to prepay for all eligible benefits. Employer pension contributions will be added once the staff returns from education leave provided the staff has continued the employee contributions during the leave.

12.05 **Jury Duty**

An employee who is called for jury duty by a Federal or Provincial court or a coroner, or who is subpoenaed to appear in court in relation to work duties will receive pay for all time spent on jury duty to a maximum of one (1) month. The employee will be required to give the Employer all monies received from courts. The Employer will require proof of attendance signed by the Clerk of the Court.

12.06 **Union Activities**

The Employer shall grant a leave of absence without pay or loss of seniority for employees to attend Union functions. Such leave must be applied for in writing to the Manager of Human Resources no later than fourteen (14) days in advance. It is understood that approval of leaves will not adversely impact the operations of the organization.

Upon the request of the Union, confirmed in writing, and provided that reasonable notice was given, leave of absence with no loss of pay and with no loss of vacation shall be granted to employees selected as Executive Board Members and Executive Officers of the Union for the purposes of conducting the internal business affairs of the Union and to Membership Development Trainees who may be selected by the Union. The Union will reimburse the Employer for salaries, benefits, and per diem vacation costs paid to and/or available to members granted leave or seniority.

12.07 **Personal**

- (a) Unpaid leaves of absence for personal reasons, submitted to the Manager of Human Resources or designate in writing, may be considered based on the reason for the leave, the amount of advance notice, and the effect it would have on the operation of the Employer.

ARTICLE 13 – SICK LEAVE

- 13.01 (a) Sick leave will be granted at the beginning of each fiscal year or on the date when a new hire starts. LITS employees are entitled up to a maximum of one hundred and forty four (144) hours and non LITS employees are entitled to a maximum of one hundred and twenty six (126) hours per year.
- (b) An employee may use a maximum of eighteen (18) sick days per year. An employee may use sick days in increments of an hour.
- (c) Sick time may also be used for medical appointments and illness of a family member: spouse, parent or child.
- (d) The proper use of sick days shall not be the subject of disciplinary action or reason for not receiving a position, promotion or temporary assignment.
- (e) Sick leave entitlements will expire on cessation of employment for whatever cause. Leave expenditures which may have been granted beyond what had been earned to date would be withheld from any final payments.
- (f) Should the employer require the employee to provide a medical assessment from an employer specified practitioner, the employer will pay the costs for said medical.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 (a) The following days will be recognized as Statutory Holidays:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
- (b) An employee who works on a holiday as listed under 14.01 (a) above shall be compensated at the rate of time and one-half (1-1/2) their regular hourly rate of pay for all hours worked.

- (c) Provided an employee works their last full scheduled shift prior to the holiday and their first full scheduled shift following the holiday, the employee shall receive holiday pay for the day in question (in addition to any entitlement under 14.01 (b))
- 14.02 When any of the above holidays (14.01) fall or is observed by the Employer on an employee's regularly scheduled day off, they will receive an additional day off in lieu thereof at a time mutually agreed upon. Requests are to be made twenty (20) days in advance. The Employer is to respond to the request no later than five (5) days after the request. Accumulation of such stat time not to exceed thirty two (32) hours (four [4] days)
- If the Employee and the Employer cannot mutually agree, the time off shall be taken with ninety (90) calendar days. The day off will be the employee's choice, but must take into consideration the Employer's needs.
- 14.03 An employee may request to substitute alternate dates for up to three (3) of the above paid holidays for the purpose of religious observances. Agreement to such requests shall not be unreasonably withheld. Arrangements for working on the dates of the designated holidays for which substitution occurs shall be made with the appropriate Manager or delegate.
- 14.04 Effective April 1st, 2004 permanent employees are entitled to one day per year off for their birthday at a mutually agreeable time within the fiscal year. This does not apply to staff who are on LOA for a year.
- 14.05 Permanent and Temporary Employees are entitled to one half (1/2) day on Christmas Eve and one half (1/2) day on New Year's Eve as a paid time off.
- 14.06 Effective April 1st, 2015, permanent employees are entitled to one (1) day per year off as a float day, pro-rated to Employees F.T.E., with approval from Supervisor. This day cannot be carried over into the next fiscal year.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

- 15.01 The following provisions shall not be construed as a guarantee of hours per week or any other time period.
- (a) The normal hours of work for Live-in Treatment Services staff shall be between seventy-five (75) and eighty (80) hours per two (2) week pay period.
 - (b) The normal hours of work for other staff shall be seventy (70) hours per two (2) week pay period excluding a daily unpaid one (1) hour break. Workers shall be scheduled five (5) consecutive days in each work week. Work schedules may be developed that deviate from this only by agreement between the Employer and the Union.

For non- Live-in Treatment Services I staff who are required to work outside regular work hours, the Employee and their Supervisor will come to a mutual agreement on their weekly work schedule. If an agreement cannot be reached the employee will have the opportunity for a Union Steward to attend a meeting with the Employee and Supervisor to come to a mutually agreed work schedule. The Employer retains the right for final supervisory approval of any schedule.

15.02 **For Live-in Treatment Services Staff**

Work in excess of eighty (80) hours in a two (2) week pay period will be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate. For hours between eighty (80) and eighty-eight (88) hours the Employer and employee may however agree to that time being compensated for by way of time off on an hour for hour basis. For hours beyond eighty-eight (88) hours, employees shall be paid time and one half with the option of lieu time and such lieu time shall be provided at the rate of time and one half for each such overtime hour worked. All time off for overtime worked shall be mutually agreed to between the employer and the employee.

For Non- Live-in Treatment Services Staff

For hours worked between seventy (70) and eighty-eight (88) hours the employer and employee may agree to that time being compensated for by way of time off on an hour for hour basis. For hours beyond eighty-eight (88) hours, employees shall be paid at time and one half but employees may opt for lieu time and such lieu time shall be provided at the rate of time and one half for each such hour worked. All time off for overtime worked shall be mutually agreed to between the employer and employee.

15.03 Scheduled days off and start times shall be posted at least four (4) weeks in advance of the two (2) week pay period in question. The employer will attempt to keep scheduling changes to a minimum.

15.04 If an employee's shift is cancelled by the employer with less than twenty-four (24) hours' notice, the employee shall receive time and one half of their regular straight time hourly rate for all hours worked on their next shift.

15.05 Employees are to receive at least two weeks' notice of change in shift schedule of the hours of work.

15.06 (a) When an employee has accumulated fourteen (14) hours of lieu time the employee will submit a plan for mutual agreement for recover of that time within ninety (90) days.

(b) When an employee terminates with lieu time owing they will be paid for all hours outstanding.

15.07 **Excursion Rate- for Non- Live-in Treatment Services Staff**

Employees who accompany clients on an overnight excursion shall be paid eighteen (18) hours pay at their regular hourly rate for each twenty-four (24) hour period of the excursion.

If the excursion occurs on a regular work day, the twenty-four (24) hour period commences at the end of the regular week day.

Tag end time to be paid at the regular hourly rate.

15.08 Hours of work shall be arranged to allow for at least nine (9) hours between shifts. If an employee is required to begin their next scheduled shift less than nine hours from the end of the previous shift they shall be paid time and one-half (1-1/2) for those hours.

15.09 Consecutive 12 hour shifts can only be scheduled to a maximum of 3 unless mutually agreed upon by the employee and their supervisor. This does not preclude scheduling the employee for a fourth shift of less than 12 hours.

ARTICLE 16 – VACATIONS

16.01 An employee's entitlement to vacation shall be determined according to the anniversary date and allotted on April 1st, with the pro-rated increase (when applicable) on the employee's anniversary date.

16.02 **Effective April 1st, 2022 to March 31st, 2023**

(a) Employees with less than four (4) years of seniority as of April 1st will be entitled to three (3) weeks of vacation to be taken over the next twelve (12) months.

(b) Employees with four (4) years of seniority but less than nine (9) years as of April 1st will be entitled to four (4) weeks of vacation to be taken over the next twelve (12) months.

(c) Employees with nine (9) years or more of seniority as of April 1st will be entitled to five (5) weeks of vacation to be taken over the next twelve (12) months.

(d) Employees shall be allowed one (1) additional day per year in years 10, 11, 12, 13 and 14 to a maximum vacation entitlement of six (6) weeks per year.

(e) Employees shall be allowed one (1) additional day per year in years 17, 18, 19, 20 and 21 to a maximum vacation entitlement of seven (7) weeks per year.

- (f) On the employee's 20, 25, 30, 35 anniversary year, they will receive one (1) extra day of vacation.

Effective April 1st, 2023

- (a) Employees with less than three (3) years of seniority as of April 1st will be entitled to three (3) weeks of vacation to be taken over the next twelve (12) months.
 - (b) Employees with three (3) years of seniority but less than seven (7) years as of April 1st will be entitled to four (4) weeks of vacation to be taken over the next twelve (12) months.
 - (c) Employees with seven (7) years of seniority but less than ten (10) years as of April 1st will be entitled to five (5) weeks of vacation to be taken over the next twelve (12) months.
 - (d) Employees with ten (10) years of seniority but less than fifteen (15) years as of April 1st will be entitled to six (6) weeks of vacation to be taken over the next twelve (12) months.
 - (e) Employees with fifteen (15) years of seniority or greater as of April 1st will be entitled to seven (7) weeks of vacation to be taken over the next twelve (12) months.
 - (f) On the Employee's twenty (20), twenty five (25), thirty (30) and thirty five (35) anniversary year, they will received one (1) extra day of vacation.
- 16.03 Employees who in 2001 enjoyed a superior benefit in 2001 to the above will continue to receive the vacation benefit they enjoyed in 2001 or the vacation credit benefit contemplated by 16.03, whichever provides the greater benefit.
- 16.04 If a statutory holiday falls within an approved vacation period, that day will not be deducted from earned vacation credits.
- 16.05 (a) Where possible, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling program-wide seniority shall be the governing factor for the first three (3) weeks of conflict. Each house shall be considered to be a separate program for the purpose of this clause.

(b) Vacation requests:

- Must be submitted electronically to the designated Supervisor - this may be via the HR system for non-LITs staff or via email for LITs staff.
- For vacation to be taken in July and/or August, requests must be submitted to the Supervisor by May 15th.
- For vacation to be taken between December 15th and January 5th inclusive, requests must be submitted to the Supervisor by October 15th.
- For other times of the year, vacation requests:
 - i. Must be submitted at least twenty (20) days in advance of when the schedule is to be posted for the intended vacation for Live-in Treatment Services Staff.
 - ii. Must be submitted at least forty-five (45) calendar days in advance of the intended vacation Non Live-in Treatment Services Staff.

All requests received within these time limits will be dealt with in accordance with 16.05(a).

- (c) Notwithstanding 16.05 (a), seniority will not apply to vacation requests submitted after time limits in 16.06 (b). Such requests will be dealt with in accordance with the date they are received.
- (d) Notwithstanding 16.05 (a), employees assigned to programs which coincide with the school year (School Based Mental Health Workers, ISSP, Live-in Treatment Services on site Classroom, Adolescent Outreach) must take their vacation during periods of school closure providing that there are sufficient days available during periods of school closure to accommodate the employee's earned vacation. Employees shall be allowed to request up to two (2) weeks of vacation during the school year, which shall not be unreasonably denied by the employer.
- (e) For Christmas holiday break the Live-in Treatment Services program for the purposes of scheduling vacation shall be considered one program.

16.06 With the consent of the Manager, up to one (1) weeks' vacation may be carried over from one year to the next provided that the vacation carried over must be taken by October 1st of the year to which it is carried over. It is the intent that vacation will normally be taken on an annual basis.

- 16.07 An employee must have completed three (3) months of active service before any paid vacation may be taken.
- 16.08 Should an employee terminate employment, any salary paid for unearned vacation used at the time of termination shall be recovered by the Employer from any monies owing to the employee or shall be repaid to the Employer by the employee.
- 16.09 An employee shall have the ability to utilize vacation credits in hourly increments.

ARTICLE 17 – WAGES

- 17.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages set out on Schedule “A” which is hereby made part of this Agreement.
- 17.02 Notwithstanding Article 17.01, it is hereby agreed that if additional compensation dollars are made available during the term of this agreement, the parties will meet to negotiate potential increases to the wage package.

ARTICLE 18 – BENEFITS

The Employer will assess the cost/effectiveness of the existing benefit plan annually and determine whether or not to seek bids from other benefit plan providers.

The results of such request for bids will be discussed at the Employer/Employee Relations Committee.

- 18.01 For all seniority employees, the Employer agrees to pay one hundred percent (100%) of the premiums for the following programmes:

(a) Short Term Disability:

Effective January 1st, 2017, the Employer will provide up to five (5) days salary continuance for an employee who has exhausted their annual sick leave entitlement to cover the waiting period for Employment Insurance (EI) sickness benefits.

- 18.02 It is understood the Employer’s liability is limited to the providing of the premiums contemplated by this Article. Resort must be had to the Policy of Insurance for the specifics of the coverage. Only seniority employees are eligible for coverage or premium assistance. Premiums are payable on behalf of an employee only for those months during which the employee actually works or is on vacation, or as may be required by law.

18.03 **Pension Plan**

Seniority employees must join the Pension Plan. The Employer will contribute five percent (5%) of hourly earnings to the plan; the employee must contribute three percent (3%) or more of their hourly earnings.

The Employer agrees to have the broker assist/educate the employees regarding the current investment options under the plan.

18.04 The Employer shall provide all full time OPSEU members a benefit plan that is equal to and not less than Benefits as provided in the Group Benefit Plan, current provider as at January 1st, 2010 of Great West Life, Group Policy Number 162659 and 162706 and Group Policy number AB10215651 and 56688167 issued by Royal & Sun Alliance. Included in such plan is coverage not limited to:

Employee Life Insurance	to max of \$150,000.00
Dependent Life	\$5,000.00 spouse; \$2500.00 child
Prescription Coverage	90%
Hospital Coverage	Semi-private
Basic Dental	100%

18.05 The Employer will maintain the level of Workplace Safety Insurance Board (WSIB) coverage for all employees. The Employer agrees to notify the Union in writing prior to any change involving WSIB.

ARTICLE 19 – HEALTH AND SAFETY

19.01 The Employer agrees that it will continue its efforts to provide a safe and healthy working environment for its employees and the parties agree that they will endeavour to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

19.02 The Employer, employees and Union agree to abide by the provisions of the *Occupational Health and Safety Act*.

19.03 There will be at least three (3) representatives, selected or appointed by the Union from amongst the full-time bargaining unit employees, on the Joint Occupational Health and Safety Committee.

19.04 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.

Recommendations may include such matters as WHMIS training and WSIB issues (e.g. identification of high risk positions and remedies to eliminate traditional injuries in specific occupations). The Committee will also review staff health and safety training activities on a regular basis.

- 19.05 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 19.06 Meetings shall be held every quarter or as otherwise scheduled by the Committee. The Committee shall maintain minutes of all meetings and make the same available for review.
- 19.07 All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee shall be deemed to be work time for which they shall be paid by the Employer at their regular rate, and they shall be entitled to such time from work as is necessary to attend scheduled meetings.
- 19.08 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 20 – GENERAL

20.01 Professional Development

The Employer shall offer professional development in a fair and equitable manner and will communicate available agency approved, evidence informed/based training to all staff. Employees will be offered suitable training to meet the requirements of their classification.

20.02 Expenses

- (a) An employee who is required to use their own vehicle on the Employer's business shall be compensated at the rate of fifty-three cents (\$0.53) per kilometer effective date of ratification.
- (b) An employee shall be reimbursed for any approved out of pocket expenses incurred in the approved services of the Employer.

20.03 All references to year in the Collective Agreement will refer to the fiscal year April 1st to March 31st.

20.04

20.05 References to days are intended to mean calendar days.

20.06 (a) An employee shall have the right on the employee's time in the presence of the Employer to have access to and review their personnel record. The employee shall initial and date documents in the personnel file to indicate they have reviewed the contents. Initialing shall not be construed as agreement with the content.

- (b) Discipline will be removed from an employee's file following twenty-four (24) months of discipline free service.

ARTICLE 21 – CHANGED CIRCUMSTANCE

- 21.01 When any changes in positions/classifications occur in the bargaining unit the Chief Steward and Staff Representative will be notified in writing and consulted prior to any individual members being notified.

The Employer shall prepare a new job description whenever a new position is created or when the duties of an existing position are substantially modified. The position will be evaluated using the job evaluation instrument agreed to by the Employer and the Union.

The salary range will be based on the classification agreed to by the Employer and the Union. If the parties are unable to agree on the classification, the dispute shall be referred to the grievance process.

Should a salary range change as a result of this process, it will be retroactive to the time the new position was first filled by the employee.

- 21.02 **Restructuring**

In the event of a merger, amalgamation or restructuring any of its operations or functions with another organization which may result in the loss of or changes to bargaining unit jobs, the Employer shall notify OPSEU and will give at least thirty (30) days' notice. The Employer and the Union shall meet by convening an EERC meeting and will discuss possible ways and means of minimizing the impact to bargaining members including identify and proposing alternatives to any action that the Employer may be considering.

ARTICLE 22 – TERMINATION

- 22.01 This Agreement shall become effective on April 1st, 2022 and shall remain in full force and effect until March 31st, 2024, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than sixty (60) days and not less than thirty (30) days before the date of termination.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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SCHEDULE "A"-BARGAINING UNIT SALARY GRID AT APRIL 1, 2022

(1% Increase)

<u>JOB CLASS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
CYWI-Night (40 hr/wk)	46,987.20 22.59	47,777.60 22.97	48,484.80 23.31	49,254.40 23.68	50,044.80 24.06
Program Assistant (35 hr/wk)	46,410.00 25.50	47,010.60 25.83	47,684.00 26.20	48,357.40 26.57	48,921.60 26.88
Senior Program Assistant (35 hr/wk)	50,905.40 27.97	51,833.60 28.48	52,780.00 29.00	53,726.40 29.52	55,091.40 30.27
*CTW Float (40 hr/wk)	58,177.60 27.97	59,238.40 28.48	60,320.00 29.00	61,401.60 29.52	62,961.60 30.27
*CTW II (40 hr/wk)	59,904.00 28.80	60,964.80 29.31	62,150.40 29.88	63,315.20 30.44	64,480.00 31.00
CTWII - School (40 hr/wk)	60,964.80 29.31	62,171.20 29.89	63,356.80 30.46	64,542.40 31.03	65,748.80 31.61
Application Support Administrator (35 hr/wk)	54,308.80 29.84	56,201.60 30.88	58,039.80 31.89	59,896.20 32.91	61,752.60 33.93
Senior Care & Treatment Worker (40 hr/wk)	67,475.20 32.44	68,556.80 32.96	69,492.80 33.41	70,532.80 33.91	71,593.60 34.42

Attendance Centre Worker/School Based Mental Health Workers/ ISSP/CAPS/IST (35 hr/wk)	59,040.80 32.44	59,987.20 32.96	60,806.20 33.41	61,716.20 33.91	62,644.40 34.42
School Based Mental Health Workers (10 month) (35 hr/wk)	49,957.60 32.44	50,758.40 32.96	51,451.40 33.41	52,221.40 33.91	53,006.80 34.42
Brief/Early Years/TAPS/Intake Worker (35 hr/wk)	58,986.20 32.41	60,296.60 33.13	61,679.80 33.89	63,008.40 34.62	64,373.40 35.37
Adolescent Outreach/Senior Brief (35 hr/wk)	60,733.40 33.37	62,062.00 34.10	63,390.60 34.83	64,719.20 35.56	66,102.40 36.32
Adolescent Outreach (10 month) (35 hr/wk)	51,389.80 33.37	52,514.00 34.10	53,638.20 34.83	54,762.40 35.56	55,932.80 36.32
Y&FII (35 hr/wk)	65,137.80 35.79	66,775.80 36.69	68,650.40 37.72	70,270.20 38.61	72,199.40 39.67

* **These positions did not take 2.5% increase as per 2005 negotiations**
Updated Oct 6 2022

SCHEDULE "A"-BARGAINING UNIT SALARY GRID AT APRIL 1, 2023
(3% Increase)

<u>JOB CLASS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
CYWI-Night (40 hr/wk)	48,401.60 23.27	49,212.80 23.66	49,940.80 24.01	50,731.20 24.39	51,542.40 24.78
Program Assistant (35 hr/wk)	47,811.40 26.27	48,412.00 26.60	49,121.80 26.99	49,813.40 27.37	50,395.80 27.69
Senior Program Assistant (35 hr/wk)	52,434.20 28.81	53,380.60 29.33	54,363.40 29.87	55,346.20 30.41	56,747.60 31.18
*CTW Float (40 hr/wk)	59,924.80 28.81	61,006.40 29.33	62,129.60 29.87	63,252.80 30.41	64,854.40 31.18
*CTW II (40 hr/wk)	61,692.80 29.66	62,795.20 30.19	64,022.40 30.78	65,208.00 31.35	66,414.40 31.93
CTWII - School (40 hr/wk)	62,795.20 30.19	64,043.20 30.79	65,249.60 31.37	66,476.80 31.96	67,724.80 32.56
Application Support Administrator (35 hr/wk)	55,946.80 30.74	57,894.20 31.81	59,787.00 32.85	61,698.00 33.90	63,609.00 34.95

Senior Care & Treatment Worker (40 hr/wk)	69,492.80 33.41	70,616.00 33.95	71,572.80 34.41	72,654.40 34.93	73,736.00 35.45
Attendance Centre Worker/School Based Mental Health Workers/ ISSP/CAPS/IST (35 hr/wk)	60,806.20 33.41	61,789.00 33.95	62,626.20 34.41	63,572.60 34.93	64,519.00 35.45
School Based Mental Health Workers (10 month) (35 hr/wk)	51,451.40 33.41	52,283.00 33.95	52,991.40 34.41	53,792.20 34.93	54,593.00 35.45
Brief/Early Years/TAPS/Intake Worker (35 hr/wk)	60,751.60 33.38	62,098.40 34.12	63,536.20 34.91	64,901.20 35.66	66,302.60 36.43
Adolescent Outreach/Senior Brief (35 hr/wk)	62,553.40 34.37	63,918.40 35.12	65,283.40 35.87	66,666.60 36.63	68,086.20 37.41
Adolescent Outreach (10 month) (35 hr/wk)	52,929.80 34.37	54,084.80 35.12	55,239.80 35.87	56,410.20 36.63	57,611.40 37.41
Y&FII (35 hr/wk)	67,085.20 36.86	68,777.80 37.79	70,707.00 38.85	72,381.40 39.77	74,365.20 40.86

* These positions did not take 2.5% increase as per 2005 negotiations
Updated Oct 6 2022

Sleeper Rate

Pay rate shown reflects the hourly rate when work is performed: when the employee is required to be present but not required to be awake to perform work the hourly rate is fifty (50%) of that indicated.

New Hires will begin at Step 1 except that credit may be given for past experience where appropriate.

Movement through the salary range: employees will progress to the next step on the salary grid on the anniversary date of their hire into the position.

Transfers

Employees who are promoted will be placed at the step that sits first above the employee's previous rate.

Employees who move or are moved to a lower paying classification will be placed at a step not lower than the step they were previously at.

Premiums

With the consent of the Union, Charge person or special project premiums may be paid on a case by case basis.

Additional funding

It is hereby agreed that when additional compensation dollars are made available during the duration of this agreement, the CEO will consult with the union regarding the distribution of these dollars within a total compensation package which includes benefits, LTD, and salaries. It is understood that the Board of Directors of the Agency will be involved in the process of implementation of the additional dollars.

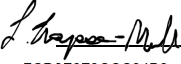
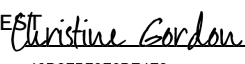
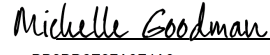
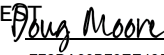
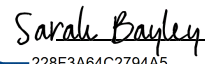
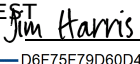
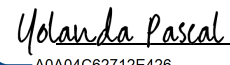
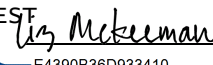
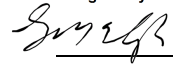
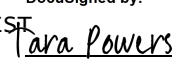
LETTER OF INTENT # 1

With this letter the Union signifies its intent to continue the practice with regard to Government Grant employees and their inclusion/exclusion from the bargaining unit.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #1

PAY EQUITY

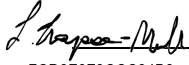
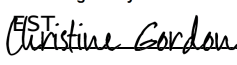


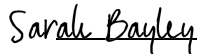
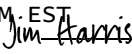
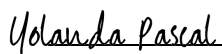
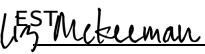
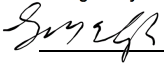
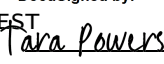
The parties recognize that the Collective Agreement is not a Pay Equity Plan. The Employer recognizes that there is requirement for some Pay Equity adjustments that would be over and above what the Collective Agreement contemplates.

The Employer undertakes to meet with the Union in good faith in an effort to identify and agree upon what the Pay Equity obligations are.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #2

JOB DESCRIPTIONS

The Employer will provide to the Union and to all incumbents, job descriptions of all positions within the bargaining unit. Job descriptions to be available on the HR system.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #3

LIVE-IN TREATMENT SERVICES SCHEDULING COMMITTEE

The parties agree to the continuing of the scheduling committee to review how the portion of monies allotted to Live-in Treatment Services staff will be utilized to improve the schedule.

There will be three (3) unionized LITS representatives on this committee; one from each residence and a night staff. One (1) of the three (3) members will be on EERC.

It is understood that the funding for backfilling of Live-in Treatment Services staff is annualized and any salary adjustments will be applied to the fund.

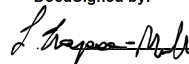
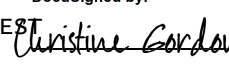
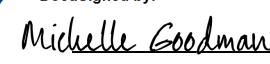
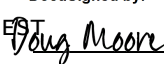
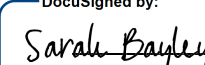
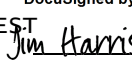
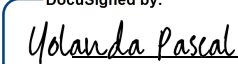
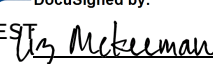
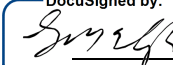
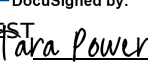
It is also understood that each full time Live-in Treatment Services staff has a share of the fund as determined by the Live-in Treatment Services scheduling committee.

The parties agree that relief staff will be utilized to backfill for night staff vacations.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #4

JOB SHARING

The Employer and the bargaining unit agree to negotiate job sharing agreements to ensure equitable access to job sharing on an individual basis as follows:

- a) consideration of client needs will be the primary consideration when decisions to job share are considered;
- b) to establish a position as a job shared position is a management decision;
- c) it is agreed that participation in job sharing is completely voluntary, and may be accessed by any existing members of the bargaining unit, and no person shall be made to enter into a job sharing arrangement against their wishes;
- d) a request for job sharing shall be initiated in writing by a member of the bargaining unit. The Employer shall respond in writing within twenty (20) working days;
- e) When a request for job sharing is approved the position shall be posted internally as a job sharing vacancy to all employees of the organization.
- f) It is understood that all applicants with the skill, qualifications, and ability will be considered.
- g) No job sharing arrangement shall begin until an agreement covering the specific arrangement such as benefits and vacation entitlements and hours of work have been negotiated between the Employer, the Union and the Union members, and/or other worker that may be involved;
- h) The two (2) members who are part of the job sharing arrangement shall remain members of the bargaining unit, with all rights and entitlements under the collective agreement.
- i) It is understood that part-time employees currently not covered by the Collective Agreement shall remain excluded from the bargaining unit while participating in a job share with a full-time bargaining unit member.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #5

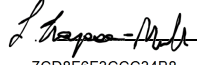
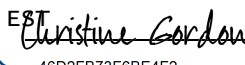
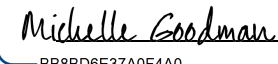
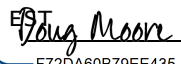
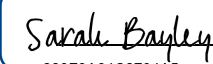
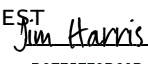
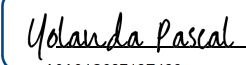
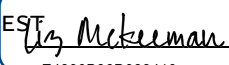
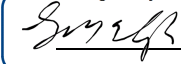
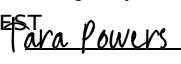
NEW COMMITTEE

The parties agree that following ratification and beginning no later than January 2023, a committee consisting of the 2022 OPSEU bargaining team including the alternate, will meet with the employer on a regular basis to discuss workload and workplace wellness. The committee shall determine the terms of reference including the frequency of meetings. The employer members of the committee shall include the CEO and 4 other management staff.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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EXTENDED SHIFT ARRANGEMENTS

MEMORANDUM OF SETTLEMENT

Between:
New Path Youth and Family Counselling Services

And:
The Ontario Public Service Employees Union
And its' Local 332

This Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described below, with all other rights and entitlements under the Collective Agreement.

Work Unit and Employees Covered

Live-in Treatment Services Houses: Deerview, Foxrun and Pinecrest
CTW I – Nights & CTW II

Hours of Work

Live-in Treatment Services Programs are staffed twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year.

The normal hours of work for Live-in Treatment Services staff shall be between seventy-five (75) and eighty (80) hours per two (2) week pay period.

The normal hours or standard extended work day shall be twelve (12) hours per day for CTW II (Day and evening shifts).

The normal hours or standard extended work day shall be ten (10) hours per day for CTW I (Overnight shifts)

Hours of work shall be arranged to allow for at least nine (9) hours between shifts. If an employee is required to begin their next scheduled shift less than nine hours from the end of the previous shift they shall be paid time and one-half (1 ½) for those hours.

Consecutive twelve (12) hour shifts can only be scheduled to a maximum of three (3) unless mutually agreed upon by the employee and their supervisor. This does not preclude scheduling the employee for a forth shift of less than twelve (12) hours.

Night staff will have a set schedule that does not rotate. Each line was chosen by night staff in order of seniority at the time of the creation of the set schedule. Upon staff leaving a specific line that line will be taken over by their replacement. It is not the intention to be continuously changing lines in the event of a high turn over in the night staff team.

Overtime Article 15.02

Work in excess of eighty (80) hours in a two (2) week pay period will be paid at the rate of time and one-half the employee's regular hourly rate. For hours between eighty (80) and eighty-eight (88) hours the Employer and the employee may however agree to that time being compensated for by way of time off on an hour for hour basis. For hours beyond eighty-eight (88) hours, employees may opt for lieu time and such lieu time shall be provided at the rate of time and one half (1 ½) for each such overtime hour worked. All time off for overtime worked shall be mutually agreed to between the Employer and the employee.

Staff must talk directly to their supervisor of the emergency notification supervisor prior to working beyond eighty (80) hours in a two week pay period for approval.

Overnight Excursion Rate of Pay

Live-In Treatment Services Houses: Deerview and Pinecrest CTW I – Nights & CTW II

Live-in Treatment Services Staff who accompany clients on an overnight excursion shall be paid nineteen (19) hours pay their regular hourly rate for each twenty-four (24) hour period of the excursion. (9am – 11pm, 14 hours, plus 11pm – 9am sleep rate, five (5) hours)

Tag end time to be paid at the regular hourly rate.

Sick Leave

Sick leave shall be carried at the rate of twelve (12) hours for every month an employee works up to a maximum of one hundred and forty-four (144) hours. These one hundred and forty-four (144) hours however will be granted at the beginning of each fiscal year. Sick leave will be deducted from an employee, hour for hour for their scheduled shift.

Vacation

Vacation entitlement as entitled in the Collective Agreement is converted into hours.

Stat Holidays

Stat holidays are earned in lieu if the stat holiday falls on a staff regularly scheduled day off. Staff can request to use these in lieu of stat holidays hours prior to a schedule being posted. However, vacation requests will be approved over a stat holiday request. Staff also can request twenty (20) days in advance an in lieu of stat day. Staff are not to accumulate more than four (4) stat holidays in their bank. If more than one (1) staff request a stat holiday, approvals will be determined based on the staff that has the highest number of accumulated stats. If all things are equal then the approval will be based on seniority.

Term

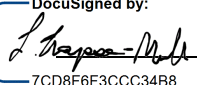
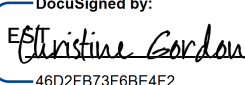
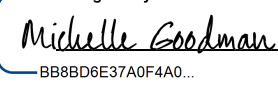
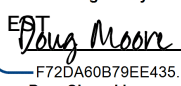
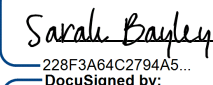
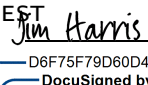
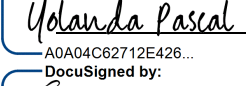

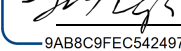
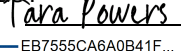
This agreement shall be effective until March 31st, 2024

Either party may, on written notice of ninety (90) days to the other party, terminate this agreement notwithstanding the above specified term.

Signed on _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

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