

# **COLLECTIVE AGREEMENT**

**- between -**

**OPERATION SPRINGBOARD**

**(hereinafter referred to as the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 4369**

**(hereinafter referred to as the "Union")**

**Expires**

**September 30, 2025**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- a) To build and maintain harmonious relations between the Employer and its employees;
  - b) To recognize the mutual value of joint discussions;
  - c) To provide for prompt and equitable disposition of a grievance and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees covered by this agreement and to promote the well-being and security of the bargaining unit.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.
- 1.04 The Parties recognize and acknowledge that Operation Springboard is located on the traditional territories of the Anishinaabe, including the Mississaugas of the Credit, Haudenosaunee, and Huron-wendat (Wyandot). (*Reference Whose Land - Welcome! and Native-Land.ca | Our home on native land*)
- 1.05 The Parties are committed to building a workplace that truly reflects the communities we serve and creating an environment that fosters diversity, equity, inclusion, and respect for all workers.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the City of Toronto, save and except assistant supervisors, persons above the rank of assistant supervisor, office and clerical staff, residential cooks, students employed during the school vacation period and students in cooperative training or other educational placements.

- b) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the City of Sault Ste. Marie, save and except assistant supervisors, persons above the rank of assistant supervisor, office and clerical staff, residential cooks, students employed during the school vacation period and students in cooperative training or other educational placements.
- 2.02
- a) Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
  - b) The Employer shall not contract out any work usually performed by members of the bargaining unit if it would cause employees in the bargaining unit to work fewer than their regular hours of work or to be laid off.
- 2.03
- a) A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 16.01.
  - b) A part-time employee is an employee who is regularly scheduled to work less than the normal full-time hours referred to in Article 16.01.
  - c) A relief employee shall be defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability.  
  
Relief employees will be entitled to all rights and privileges of the Collective Agreement, except Articles 15, 18 (except as provided under the Employment Standards Act), 21, 22 (except 22.04) and 24.
  - d) A relief employee shall be required to provide the Employer the employee's quarterly availability to work, and any exceptions are to be submitted a month in advance. At a minimum, the relief employee must commit to be available at least two (2) shifts per pay period, one (1) weekend per month and four (4) statutory holidays per year.

- e) In filling vacant shifts as a result of sick leave, vacation or similar circumstances, the Employer location will offer additional shifts to qualified part-time employees and qualified relief employees on the basis of seniority and availability, prior to utilizing agency staffing. Part-time employees may indicate their interest in being in the relief pool and will provide the Employer with their availability outside their regular working hours. No part-time or relief employee will normally be allowed to work beyond the regular work week where there are other employees in the relief pool who have availability for additional shifts. The Employer agrees that the relief pool will not be used in order to avoid filling a permanent position or a temporary vacancy expected to last for more than ninety (90) calendar days. Hours worked by part-time employees as relief will not count toward their becoming full-time in accordance with Article 2.03(a).

#### 2.04 Contract Employees

- a) Contract employees may be hired for a specific term to perform a special task or project that is directly established by a funding source not to exceed eighteen (18) months or to replace an employee who will be on approved leave of absence, sick leave, or long-term disability. The period of employment of the latter such persons shall not exceed the absentee's leave. The Employer will inform the Union of the circumstances giving rise to the vacancy prior to the position being posted.

Other than replacing employees on leave, if the term of employment of a contract employee exceeds eighteen (18) months, the employee will be confirmed as a permanent employee and will gain seniority which shall be retroactively established, effective the last date of hire.

- b) Contract employees will be entitled to all rights and privileges of the Collective Agreement, except Articles 15, 18.04, 18.07 and 20.
- c) Where a contract position is filled by a permanent employee, the employee shall be seconded to the contract position, it being understood that at the conclusion of the assignment, the employee shall be entitled to return to the employee's former position. Such an employee shall enjoy all rights and benefits of a permanent employee while seconded to the contract position, subject to Article 13.08.

2.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), which may conflict with the terms of this collective agreement.

- 2.06 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business. An updated list will be provided on a quarterly basis.
- 2.07 Union Officers, Stewards and committee members shall be entitled to leave their work during working hours without loss of pay in order to carry out their functions under this Agreement, namely, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld.
- 2.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon prior notification, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

Union representatives shall treat as confidential, during, as well as after, the rendering of the services required by this Agreement, any information of a character confidential to the affairs of the Ministry or of the Government of Ontario and/or Canada to which they become privy as a result of carrying out this Agreement.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 a) The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising the employee's rights under the collective agreement.
- b) There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

## **ARTICLE 4 – UNION SECURITY AND UNION MEMBERSHIP**

- 4.01 a) The parties hereto agree to compulsory deduction of Union dues/initiation fees for all employees who come within the bargaining unit. The amount to be deducted shall be the union dues/initiation fees as established by the Union.
- 4.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15<sup>th</sup>) of the following month. The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.03 The Employer shall provide the Union quarterly with an electronic list of the names, status, classification, department, addresses, personal email and telephone number of each employee.
- 4.04 When Income Tax T4 slips are prepared the Employer will record on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 4.05 a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues deduction provisions contained in this Collective Agreement.
- b) The Employer agrees to provide a Union Representative with thirty (30) minutes, at the end of the quarterly Springboard orientation for new employees. The Union shall be scheduled with the new employees after the lunch break. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Personal contact information for Union use may also be gathered should employees wish to provide this information. This time will be without loss of compensation to either the Union Representative or the new employee. The Employer shall provide the Union with fourteen (14) calendar days of notice for when the orientation date is scheduled.

- c) The Employer will provide all new bargaining unit employees with a CUPE contact form for them to fill out with their personal information (as per Article 4.03). Once the form is completed the Employer will forward to the union within ten (10) business days.
- 4.06 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director (or designate) and the President (or designate) of the Local Union, with a copy to the CUPE National Representative.
- 4.07 The Employer shall provide the Union with a bulletin board at each work location. The Union may post documentation to inform employees of activities of the Union. Only notices that have been signed by a Union officer may be posted.
- 4.08 The Employer will consider requests by the Union to use meeting space, subject to operational requirements.

## **ARTICLE 5 – EMPLOYEE-EMPLOYER RELATIONS**

### **5.01 Employee-Employer Committee**

- a) An Employee-Employer Committee will be established consisting of three (3) Union representatives and three (3) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings. Upon request, either party can invite one additional external representative for the purpose of development/orientation, as an observer only.
- b) The Committee will set dates in January for quarterly meetings, or more frequently if requested by either party, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.
- c) An agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least seven (7) calendar days in advance of the meeting. Matters shall be placed on the final agenda on agreement of the Co-Chairpersons that they fall within the terms of reference of the Committee. Additional items may be added to the agenda by mutual agreement of the Co-Chairpersons.

- d) The parties shall alternate in providing a Secretary to the Committee. Minutes of such meetings will be prepared and signed by the Chairpersons no later than two (2) weeks after the meeting, and provided to all Committee members. Once approved, the minutes shall be posted in the workplace.
- e) The parties agree to use the employee-employer committee as outlined in article 5.01 a) to resolve issues or matters that arise in the workplace. Where the committee reaches an agreement to resolve issues or matters, they may agree on a without prejudice or precedent basis, to modify the collective agreement with a Letter of Understanding (LOU).

#### 5.02 Stewards

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to two (2) employees at each work location as Stewards, to a maximum of twenty (20) in total.
- b) The Union shall notify the Employer in writing of the names of its Stewards. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

#### 5.03 Bargaining Committee

A Union Bargaining Committee will be elected or appointed consisting of not more than four (4) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members.

#### 5.04 Modified Work

The parties recognize the duty of reasonable accommodation for individuals under the *Human Right Code of Ontario*.

Upon request, the Employer will meet with the Union to discuss any modified work arrangements. An employee may choose to have a Union representative at any meeting related to an employee's accommodation and/or return to work from illness or injury. The Employer will notify the employee of this right prior to the meeting.

The Employer and the Union agree to cooperate in facilitating the return to work of employees with injuries or disabilities. The Employer and the Union further agree that ongoing and timely communication by all participants in the process is essential to the success of this process.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Union recognizes and acknowledges that the management of Operation Springboard and the direction of the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and discharge, suspend or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the employee's probationary period and that the employee has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of operation, work assignments, methods of doing work and the working establishment for any service;
  - d) Evaluate, train and develop staff;
  - e) Determine the number and location of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - f) Make and enforce and alter from time to time rules and regulations to be observed by all employees.
- 6.02 The Employer agrees that in exercising its rights as set out in Article 6.01 above it will not act in a manner that is inconsistent with the terms of this Agreement and that it shall exercise its rights in a fair and reasonable manner.
- 6.03 The Employer will post new or revised policies in advance of the policy coming into effect, with an electronic copy sent to the Union one week in advance of posting, where practical.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present.

Employees involved in the grievance procedure shall not suffer loss of wages.

### 7.02 Complaint

a) If an employee has a complaint, it shall be discussed with their Supervisor within ten (10) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward/union representative.

b) Attempts at such informal settlement of complaints shall not exceed five (5) working days. The Supervisor will provide a written response to those who attended the complaint meeting. In the event the complaint is not resolved, the steps of the Grievance Procedure may be invoked.

### 7.03 Step 1

Failing settlement at the complaint stage, the Union may submit the grievance in writing to the Human Resources Manager within ten (10) working days. The grievance shall be signed by an employee (in writing or confirmed via email on a grievance form, signed by the employee, and shall contain the nature of the grievance and the remedy sought. A meeting will be held within five (5) working days of submission of the grievance between Management and the Union. The Human Resources Manager shall deliver the response in writing to the Union within five (5) working days of the date of the meeting. The direct supervisor will be included in the Step 1 process.

### 7.04 Step 2

Failing a satisfactory settlement being reached at Step 1, the matter may be referred to the Executive Director or designate within five (5) working days of receiving the Step 1 response. A meeting will be held within five (5) working days of such referral between the Executive Director or designate and the Union. The Executive Director or designate shall deliver the response in writing to the Union within five (5) working days of the date of the meeting.

7.05 Step 3

Failing a satisfactory settlement being reached at Step 2, the matter may be referred to arbitration not later than twenty (20) working days after the decision at Step 2 has been received.

7.06 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step 2. Such a grievance shall then be processed within the framework of the grievance procedure. It is agreed that up to three (3) employees of the group can be present at each step of the grievance process.

7.07 Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party.

7.08 The time limits fixed in the grievance and arbitration procedure may be extended by consent of both parties in writing.

7.09 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.10 Arbitration Procedure

- a) When either party wishes to submit a grievance to arbitration, it shall inform the other party within twenty (20) working days of the receipt of the written decision at Step 2 of the Grievance Procedure. Such written notification shall include the name and address of its nominee to the Board of Arbitration or the parties may use a sole Arbitrator as mutually agreed. Within ten (10) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration. The two (2) nominees shall select a third appointee to act as an impartial chairperson.
- b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- c) If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour upon request by either party.
- d) The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- e) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- f) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.
- g) The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

#### 7.11 Mediation

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

### **ARTICLE 8 – NO STRIKES/NO LOCKOUTS**

- 8.01 The parties agree that there will be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

### **ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 9.01 Prior to the imposition of discipline, suspension or discharge, an employee shall be given the reason(s) in writing, copied to the Union, at a meeting convened for such purpose. An employee will have the right to have a union representative present at the meeting and will be advised of the nature of the meeting and of their right to have a union representative present in advance of the meeting.

If no union representative is available, the employee shall not be disciplined, but may be removed from the workplace with pay until a discussion can be held with the union representative. Such removal from the workplace shall not be considered to be disciplinary action.

- 9.02 In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance. Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented within ten (10) working days after notice of the discipline, suspension or discharge was given.

## **ARTICLE 10 – PERSONNEL FILES**

- 10.01 An employee shall, upon giving three (3) day's advance notice to their supervisor, have access to and be allowed to review the employee's personnel file. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. Upon request, an employee shall be provided with a copy of any material contained in the employee's personnel file.

- 10.02 Eighteen (18) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against the employee, provided that the employee has not been disciplined during the Eighteen (18) month period. Notwithstanding the above, any discipline related to client interaction will remain on the Employee(s) file.

- 10.03 Performance appraisals will be completed on an annual basis, on or about the end of June and will be based on fiscal year April to March performance. A Standard form will be used, a copy of which shall be provided to the Union each year. The standard form will include the input of both the employee and the supervisor, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

No disciplinary notation, performance evaluation or coaching note shall be added to an employee's personal file until a copy of such documentation has been provided to the employee and the employee has had the opportunity to address disagreements.

- 10.04 The employee shall have the opportunity to comment in writing on the coaching/note letters. The employee will be provided a signed copy.

## **ARTICLE 11 – SENIORITY**

- 11.01 Seniority shall be defined as a full-time employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union. Part-time and relief employees will accumulate seniority on the basis of one (1) year's seniority for each 1820 hours worked in the bargaining unit as of the last date of hire, including service with the Employer prior to the date of certification of the Union.
- 11.02 Seniority will operate on a bargaining unit wide basis unless specified otherwise in this Agreement.
- 11.03 The Employer will post a seniority list as soon as reasonably possible, but no later than sixty (60) calendar days after ratification of this Agreement, showing the employee's current classification and their seniority date. Where two (2) or more employees commence work on the same day, seniority shall be determined alphabetically.
- 11.04 An up-to-date seniority list shall be sent electronically to the President or Designate and posted on all bulletin boards by the 15<sup>th</sup> of the month following the end of the quarter.
- The Union shall be provided a list of all probationary employees, stating the employee's date of hire and department when providing the quarterly seniority list.
- 11.05 An employee will not be placed on the seniority list until the employee has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and the employee will be credited with seniority equal to the probationary period.

## **ARTICLE 12 – LOSS OF SENIORITY**

- 12.01 An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons:
- a) Voluntary resignation or retirement;
  - b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
  - c) An employee is laid off for a period exceeding twenty-four (24) months;

- d) An employee overstays a leave of absence or is absent from work without permission for a period of more than three (3) consecutive days for which the employee is scheduled to work, unless a reasonable explanation for the absence is provided to the Employer;
- e) An employee fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of the employee's intention to return to work, or fails to return to work within ten (10) working days of the receipt of notice of recall, unless a reasonable explanation is provided to the Employer;
- f) An employee uses a leave of absence for a purpose other than for what it was granted.
- g) A relief employee, who is not on an approved leave of absence, does not accept a shift excluding attending mandatory training, for a period of two (2) months or more.
- h) A relief employee, who is not on an approved leave of absence, does not meet the availability of Article 2.03 d) for a period of two (2) months or more.

12.02 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. An employee who transfers outside the bargaining unit for a period of not more than 120 calendar days, shall not suffer any loss of seniority, service or benefits. An employee who transfers to a position outside the bargaining unit for a period greater than 120 calendar days, but not more than fourteen (14) months shall retain, but not accumulate the seniority held at the time of transfer. An employee who transfers to a position outside the bargaining unit for a period greater than fourteen (14) months will not retain any seniority and must apply for any future bargaining unit positions as an external candidate.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

13.01 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy is expected to last for more than ninety (90) calendar days, the Employer will post such positions internally within fourteen (14) calendar days. Such positions shall be posted internally for a period of seven (7) calendar days at all worksites in a place accessible to all bargaining unit employees.

- 13.02 The posting will stipulate the classification, location, qualifications, hours of work, and salary, and a copy shall be provided to the union. Postings for permanent part-time and permanent full-time positions will also stipulate the initial scheduling of days.
- 13.03 All external resumes received prior to the completion of the internal hiring process shall be stored unopened and no external candidate will be interviewed until such time as the internal hiring process is completed. Should an internal candidate apply to the posting after the closing date, they shall be considered along with the external resumes for hire into the posting. Seniority will not be a factor in this situation.
- Promotions to a Non-Bargaining unit position will be disclosed to the Union in a timely manner.
- 13.04 In matters of promotion and staff transfer, the qualifications, experience, ability and seniority of the employee shall be considered. Where those factors are relatively equal, seniority shall be the determining factor, in which case the most senior applicant who is able to meet the normal requirements of the posted position shall be appointed to the position.
- 13.05 The successful applicant shall be advised, in writing, of their successful application, with a copy to the Union. The unsuccessful Bargaining unit applicant(s) shall be advised at the same time as the successful applicant.
- 13.06 Bargaining unit employees who are unsuccessful shall receive, upon written request, the reason(s) for the denial. If requested, the Employer will discuss with the unsuccessful applicant the manner in which the Employee may improve their position and their work in order to be considered for any future vacancies.
- 13.07 Where an applicant to a posting has successfully passed their interview, if one was required, but was not awarded the position, their interview and/or examination results shall be kept on file for six (6) months. In the event that a position in the same classification is posted within six (6) month period and the use of the same interview/examination is being used, the employee shall be deemed qualified and shall not be required to participate in an interview.
- 13.08 Where a regular part-time or relief employee assumes a full-time position on a temporary basis for six (6) months or more, the employee will enjoy all rights and benefits of a regular full-time employee during the term of the contract position.

- 13.09 Those who have less than 6 months of residency in their current position must get their supervisor's approval for transfer to any other department. This restriction shall not apply to temporary employees applying for permanent positions and for part-time employees applying for full-time positions.

## **ARTICLE 14 – PROBATION**

- 14.01 a) A newly hired full-time employee will be known as a probationary employee until the employee has completed a period of four (4) months continuous employment. Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, except where specifically excluded;
- b) A newly hired part-time or relief employee will be known as a probationary employee until the employee has completed a period of five hundred and sixty (560) hours. Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, except where specifically excluded.
- 14.02 An evaluation will be completed by the immediate supervisor prior to the expiry date of the probationary period.
- 14.03 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:
- a) Confirm the appointment as having completed the probation; or
- b) Extend probationary status by no more than two (2) months for full-time and 140 hours for part-time and relief, provided that the reasons for the extension are provided in writing to the employee and the Union.
- c) Terminate the employee. Such termination shall not be the subject of a grievance, provided it is not arbitrary or discriminatory.

Where an employee's probationary status is extended, a further evaluation shall be completed prior to the expiry of the probationary period.

## **ARTICLE 15 – LAYOFF AND RECALL**

15.01 In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the bargaining unit, the Employer shall provide at least thirty (30) calendar days advance notice to the Union where it is reasonably able to do so. Following such notice, the Employer shall meet with the Union within ten (10) calendar days to discuss the reasons for such layoffs, including the provision of all pertinent staffing, work organization and financial information.

Upon notice of layoff the Employer will provide the Union with the current updated seniority list, and any and all vacancies in the workplace at the time of the layoff notice.

15.02 The Employer agrees to provide any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under the Employment Standards Act, copied to the Union. The Employer will provide additional written notice where reasonably possible. It is agreed that the individual notice can run concurrent to the notice to the Union in Article 15.01.

15.03 a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority within their own classification and site, provided there remain employees with the necessary qualifications and experience to effectively operate each site.

An employee in receipt of a layoff notice may bump an employee within the same classification with less seniority within the same sector, provided the employee exercising such right has the qualifications, skill and ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02. The right to bump shall not include the right to bump up.

b) An employee who is unable to bump an employee within the same sector and where there are no permanent vacancies available that are similar to the position from which the employee was laid off, may bump an employee with less seniority provided the employee exercising such right has the qualifications, skill and ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02. The right to bump shall not include the right to bump up.

15.04 Employees shall continue to accumulate seniority, but not service, while on lay-off, subject to Article 12.01 c).

- 15.05 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 15.06
- i) Employees shall be recalled in order of their seniority provided that the employee is able to immediately perform the duties of the position. The posting procedure shall not apply until the recall procedure is completed.
  - ii) A permanent employee who has bumped or been bumped, but who has not actually been laid off, or who has been recalled, shall have the right to return to their position they held prior to displacement should it become vacant during the six (6) month period following their displacement. In the event there is more than one person who wished to return to this position, seniority shall govern.
- 15.07 Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.
- 15.08 In the event of a layoff of an employee, the Employer shall pay its share of insured premiums for two (2) months after the month in which the layoff occurs. After such period, the employee may elect to pay the premiums as long as they maintain recall rights.

## **ARTICLE 16 – HOURS OF WORK**

- 16.01
- a) The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
  - b) The normal work week for full-time employees shall be forty (40) hours and the normal work day for full-time employees shall be eight (8) hours, including meal and rest periods.
- 16.02
- a) Work schedules will be posted at least four (4) weeks in advance. Employees may exchange shifts provided they have received approval of their Supervisor, which will not be unreasonably withheld. It is understood that the Employer will not incur any additional cost as a result of such exchange in shifts.
  - b) The parties recognize that in the case of relief employees, no advance scheduling is possible, but the Employer agrees to provide as much advance notice as is reasonably possible.

- c) When posting schedule, there shall be a minimum of twelve (12) hours rest between scheduled shifts, for all employees.
- 16.03 An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum thirty (30) minute unpaid meal period in a full shift. An employee who is not allowed to leave the work premises during their meal period shall be paid at the applicable rate for that period.
- 16.04 Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.
- 16.05
- a) If an employee reports for work at the regularly scheduled time or is called into work and no work is available, such employee will be paid a minimum of four (4) hours pay at the employee's regular straight time hourly rate, provided the employee has not previously received notification by phone or in writing not to report.
  - b) Whenever an employee is scheduled for a shift and has been advised less than 24 hours prior to the commencement of the shift that such shift is cancelled, the employee shall be offered a replacement shift of equal length within the pay period, where possible. It being understood that this is an additional shift and not a shift that the employee would otherwise have already been entitled to. If not possible, the employee will be paid four (4) hours pay at their regular straight time hourly rate.

## **ARTICLE 17 – OVERTIME AND PREMIUM PAYMENT**

- 17.01 Authorized hours of work in excess of the regular work week under Article 16 (Hours of Work) above shall be compensated on the following basis:
- a) Full-time employees who work in excess of their regular work week and up to eighty-eight (88) hours in a bi-weekly period shall be entitled to compensatory time off at straight time for each authorized hour worked.
  - b) Part-time employees shall be entitled to be paid at their regular hourly rate for any hours worked above their regular work week and up to eighty-eight (88) hours in a bi-weekly period.
  - c) Employees who work more than eighty-eight (88) hours in a bi-weekly period shall be paid at the rate of time and one half (1 ½) the employee's regular hourly rate of pay for each authorized hour.

An employee may elect to bank hours in excess of eighty-eight (88) hours at the rate of time and one half (1 ½) to a maximum of eighty (80) hours. Unused lieu time will be cashed out at the termination of the fiscal year. Lieu time will be used or paid within one hundred and twenty (120) of earning, except for special circumstances and with approval of the Immediate Supervisor and shall not be unreasonably denied.

17.02 On-Call

On-call duties shall be rotated amongst senior staff at a given location in an equitable fashion, in consultation with those affected by these provisions. If a Senior Counsellor is called out to perform work while performing on-call duties, such employee will be compensated in accordance with Article 17.03 below. Effective the first pay period after ratification, employees who are performing on-call duties, will receive seventy-five dollars (\$75) for the week of coverage.

17.03 Call Back

- a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next shift, they shall receive a minimum of four (4) hours of work at the applicable rate of pay.
- b) Where a relief employee is called in to work, they shall receive a minimum of four (4) hours work or four (4) hours pay at their regular hourly rate.

## **ARTICLE 18 – LEAVES OF ABSENCE**

18.01 General Leave of Absence

- a) The Employer may grant a leave of absence without pay, provided that the Employer receives a written request at least one (1) month in advance (except in cases of emergency). The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will endeavor to reply to the request in writing within two (2) weeks of receiving the request, copied to the Union. Seniority will not accumulate during a general leave of absence and the seniority date will be adjusted upon the return of the employee from such leave.
- b) To qualify for a leave of absence as stipulated above, an employee must have completed six (6) months of employment with the Employer.

- 18.02
- a) It is understood that employees who are on approved leaves of absence with pay, including Long Term Disability, shall retain and accumulate seniority and service credits and shall be eligible for benefits as provided in this Agreement to a maximum of twenty-four (24) months.
  - b) Unless specified otherwise in this Agreement, during an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

18.03 Union Leave of Absence

Subject to the efficient operation of the Employer, leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of sixty (60) days during each calendar year of this Agreement. The granting of such leave will be subject to the following conditions:

- a) Not more than four (4) employees will be absent at any time, and no more than two (2) from each site;
- b) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function. The Employer will respond within five (5) days.
- c) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- d) The employee's seniority and service credits will continue to accumulate during the leave.
- e) If a relief or part-time employee is approved for union leave but would have otherwise indicated their availability, or have been called to work a shift on the day(s) the union leave is granted, the Employer shall notify the relief or part-time employee they would have offered the shift to. The Employer shall pay that relief or part-time employee for the missed shift(s) and the Union will reimburse the cost of the shift(s). If there was no shift available, then the Employer will book the employee off on paid union leave and the Union will reimburse the cost of the shift(s) and shall not exceed full-time regular hours.

18.04 Full-time Union Leave

Upon written request, an employee who has at least one year of seniority who is elected or selected for a full-time position with the Union, will be granted a leave of absence without pay and without benefits for a period of up to two (2) years. The employee's seniority and service credits will continue to accumulate during the leave of absence.

The employee must advise the Executive Director in writing of the date of the commencement of the leave as well as the expected return date within the said (2) year period, where reasonably possible at least thirty (30) days in advance of the commencement date.

In the event that the employee wishes to seek an extension of the leave of absence, the employee may request an extension in writing to the Executive Director and must indicate at the time of the request, the expected duration of the extended leave. The granting of the request for an extension will not be unreasonably withheld.

The Employer will continue the employee's wages and benefits and the Union will reimburse the Employer for all such wage and benefits paid to, or in respect of, the employee who is granted the leave. Dues will continue to be deducted from the employee's wages for the duration of the leave.

18.05 Pregnancy and Parental Leave

Whenever the word "parent" is used in this section of the Agreement in relation to pregnancy leave or parental leave, "parent" is deemed to include a birth parent, an adoptive parent (whether or not the adoption has been legally finalized) or a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.

- a) Pregnancy Leave: Provided an employee has at least thirteen (13) weeks service, the Employer shall grant such leave without pay, at the written request of the employee normally at least two (2) weeks in advance, for any period up to a maximum of seventeen (17) weeks.

- b) **Parental Leave:** Provided that an employee meets the definition of parent as defined in this agreement, has at least thirteen (13) weeks service, the employee shall qualify for parental leave. Parental leave without pay shall be granted at the written request of the employee for any period up to a maximum of sixty-three (63) weeks. For clarity, parents who take pregnancy leave are entitled to take up to 61 weeks of parental leave without pay. All other new parents are entitled to take up to sixty-three (63) weeks of parental leave without pay. It is understood that the employee will submit the written request at least two (2) weeks prior to the commencement of the leave. Such leave shall commence within seventy-eight (78) weeks after the date their baby is born or the date their child first came into the employee's care, custody and control. During such leave seniority and service for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of benefits, provided the employee continues to pay their share of the cost of the benefits.
- c) **Reinstatement:** An employee shall provide the Employer with at least four (4) weeks advance written notice of the employee's intention to return to work. On return to work, the employee will be reinstated to the employee's former position or to a comparable position if it no longer exists.

18.06 Bereavement Leave

- a) Bereavement leave with pay shall be granted to a full-time employee upon request for up to five (5) consecutive working days due to the death of a spouse, partner, mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, legal guardian, son in-law, daughter in-law or grandparent.
- b) Bereavement leave with pay shall be granted to a full-time employee upon request for up to three (3) consecutive working days due to the death of a brother-in-law or sister-in-law.
- c) Bereavement leave with pay shall be granted to a full-time employee upon request for up to five (5) consecutive working days due to a miscarriage of the employee's child. The employee will be required to provide medical documentation, if requested, in order to be eligible for such leave.
- d) Bereavement leave with pay shall be granted to a full-time employee upon request for one (1) working day due to death of an aunt, uncle, cousin, niece or nephew.

- e) Additional leave without pay may be granted where out of town travel is required or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- f) Part-time and relief employees shall be granted bereavement leave on the same basis as full-time employees. However, it is understood that payment will be limited to any scheduled time lost during the consecutive calendar days described above.

#### 18.07 Education Leave

- a) Permanent Full-time and part-time employees will be eligible to take up to one (1) year education leave without pay and benefit, for the purpose of obtaining additional education related to the work of the organization. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.
- b) A permanent Full-time or part-time employee who wishes to request an education leave shall do so in writing with a copy to the Union, indicating the duration and purpose of the leave. Such request shall not be unreasonably denied.
- c) The Employer will consider a request from an employee who has been granted an education leave to be placed on the relief employee list for the duration of the approved leave. When in the relief position, the employee's seniority date will be converted to hours.
- d) Upon return from an education leave, the employee shall be reinstated in the employee's former position.

#### 18.08 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance, provided that the employee:

- 1) Notifies the Employer immediately on the employee's notification that the employee will be required to attend at court;
- 2) Presents proof of service requiring the employee's attendance; and

- 3) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

#### 18.09 Personal Leave

- a) Unpaid personal leave may be granted to allow an employee to deal with emergencies or demanding circumstances, which may arise (e.g., seriously ill relative). If approved, an employee will be allowed to use vacation, compensatory time, and/or float days under such circumstances.
- b) A request for personal leave shall be made to the employee's immediate supervisor, in writing or, if necessary, verbally, outlining the reasons for requested leave. Such request shall not be unreasonably denied.
- c) Seniority will not accumulate during an unpaid personal leave of more than thirty (30) days and the employee's seniority date will be adjusted upon the return of the employee from such leave.
- d) The Employer will endeavor to post in all worksites the various leaves applicable under the Employment Standards Act.

### **ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES**

19.01 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of the employee's wages and deductions. Any errors or omissions by the Employer shall be corrected and paid out within five (5) business days after the Employer has been notified.

19.02 An employee may, upon giving at least ten (10) working days advance written notice, receive on the last work day preceding the commencement of the employee's vacation, any pay cheques which may fall during the period of the employee's vacation, where the employee can demonstrate they cannot access their direct deposit funds.

19.03 When an employee is required to temporarily relieve in or perform the principal duties of a higher paying position either inside or outside the bargaining unit for one (1) full shift or more (subject to Article 12.02), the employee shall receive the rate for the job. In the case of a lower paying position, the employee's rate shall not be reduced. The Employer agrees that any vacancy expected to last more than ninety (90) days must be posted in accordance with Article 13.

#### 19.04 Transportation Expenses

- a) An employee who is required by the Employer to use the employee's automobile in the course of performing the employee's duties and responsibilities will be entitled to receive a travel allowance of forty-four (.44¢) cents per kilometre.

Effective start of the first pay period after ratification increase to forty-five (45¢) cents per kilometer. Effective April 1, 2024, increase to forty-six (46¢) cents per kilometer.

- b) The Employer shall provide reimbursement for public transit where an employee is required, as a normal part of the employee's duties, to use public transit. Where such tokens/tickets are not available, the Employer will reimburse the employee for the cost of such tokens/tickets.
- c) The Employer will reimburse employees for parking expenses incurred through the use of an automobile for work-related activities as required by the Employer.
- d) Employees must document and submit monthly all expenses with official receipts for authorization prior to payment. It is agreed and understood that reimbursement for travel costs to and from the employee's residence is not allowed under this provision.

#### 19.05 Training and Professional Development

- a) In-service training courses shall be a standing agenda item for discussion at Labour-Management Committee meetings. It is agreed that all employees shall have an opportunity to attend any in-service training course(s) related to their positions. Required Employer training and attendance at such courses shall be considered work time and will be paid at the employee's applicable rate. In situations where employees do not have sufficient time to complete Employer required training during their normal work hours, employees shall meet with their Supervisor to develop a scheduling plan to complete the necessary training during normal work hours.
- b) In accordance with Policy FP 2.05 effective January 1, 2019. An employee who is required to travel away from their assigned office or location to a non Operation Springboard location over their normal meal period (i.e. at least 24km), will be reimbursed upon submission of receipts, up to ten dollars (\$10.00) to cover the cost of breakfast, up to fifteen dollars (\$15.00) to cover cost of lunch and up to twenty-five dollars (\$25.00) to cover the cost of dinner. These costs are inclusive of taxes and gratuities.

The Employer will provide necessary tuition or registration fees for employees required to attend training courses at locations outside the workplace. Other necessary expenses will be reimbursed in accordance with the appropriate reimbursement policy.

- c) The Employer recognizes that the ongoing professional development of members of the bargaining unit is of benefit to both the individuals and the Agency. An employee may request time off with pay in order to travel to and/or attend seminars and conferences related to the employee's professional development. An employee may also request payment of all expenses related to the attendance at seminars and conferences. The Union shall be informed of the request and the Employer's response.

The Employer will pay all costs to attend seminars and conferences where an employee is required to attend, or where the employee is designated an official delegate of the Agency.

## **ARTICLE 20 – PENSION PLAN**

- 20.01 After the completion of one (1) year of service, full-time employees will contribute a minimum of three percent (3%) of their annual salary to a Registered Retirement Savings Plan (RRSP). The Employer will match the employee's contribution to a maximum of five percent (5%) of the employee's salary to the Registered Pension Plan (RPP).
- 20.02 Part-time employees will be eligible for participation at the beginning of the next month after the completion of two (2) years of service, provided the employee has completed seven hundred (700) hours of employment with the Employer in each of the two (2) consecutive years immediately preceding the date of application, or the employee has earned thirty-five percent (35%) of the current Year's Maximum Pensionable Earnings (YMPE) over the most recent two (2) year period.

## **ARTICLE 21 – BENEFITS**

- 21.01 All full-time employees shall be eligible for group benefits as of the first day of employment following their probationary period. In the case of family coverage, benefits shall be extended to dependants and spouse, which will include common-law and same sex partner who have been co-habiting for a period of at least one (1) year.

- 21.02 Employees can waive the coverage for Dependant Life, Extended Health and the Dental Plan only if the employee has equivalent spousal or alternate coverage. The employee is not able to waive the other benefits.
- 21.03 Commencing January 1, 2019, the Employer will contribute seventy-five percent (75%) to the total cost of all benefits: Life, AD & D, Dependent Life, Dental and Extended Health.
- 21.04 A copy of all policies and amendments of the benefits referred to in this Article shall be provided to the Union. In addition, the Employer shall once a year provide the Union with a copy of the financial/actuarial statement for all employee benefit plans.
- 21.05 The Employer may substitute another carrier for any plan provided any of the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and shall provide to the Union, full specifications of the benefits programs contracted for.
- 21.06 Effective July 1, 2017 increase to \$200/24 months.
- 21.07 The Employer will provide all employees with access to an EAP Plan.

## **ARTICLE 22 – PAID HOLIDAYS**

- 22.01 The Employer recognizes the following paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day (July 1 <sup>st</sup> )	Christmas Day
Good Friday	Simcoe Day (1 <sup>st</sup> Monday in August)	Boxing Day
Easter Monday	Labour Day	

- 22.02
- a) Where an employee is not regularly scheduled to work on a paid holiday, the employee shall receive holiday pay, subject to c) below.
  - b) In order to qualify for holiday pay, an employee must have worked the employee's scheduled shifts immediately prior to and following the paid holiday, unless on authorized leave.
  - c) An employee who qualifies for holiday pay shall receive payment equal to the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20).

- d) When a holiday, as referred to in Article 22.01, falls on a full-time employee's scheduled day off, the full-time employee shall have the option of the following:
  - i) Receive holiday pay as defined by the Collective Agreement, or
  - ii) The employee may request a day off with holiday pay, provided the day off falls within thirty (30) days of the holiday, such request shall not be unreasonably denied.

22.03 If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such holiday will replace one of the float days for full-time employees.

22.04 When an employee works on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, the employee will receive holiday pay, subject to 22.02 c).

22.05 Each full-time employee shall be granted one (1) day off with pay each calendar year to be termed floating holidays. Such floating holidays shall be taken on a date mutually agreed in advance between the employee and their immediate supervisor. Employee requests will not be unreasonably denied.

22.06 An employee shall be granted leave for an alternate religious holiday, upon written request to their supervisor at least two (2) weeks prior to the date of the religious holiday, provided they use compensatory time, floating holidays, or vacation time.

22.07 For the purpose of defining which shifts fall on the above designated holidays, the parties agree to designate those shifts where the majority of hours fall on the holiday.

## **ARTICLE 23 – VACATIONS**

23.01 The vacation year shall be the period from April 1<sup>st</sup> of any year to March 31<sup>st</sup> the following year.

Full-time employees will accrue vacation credits on the following basis, in accordance with the employee's years of service:

- i) Less than 2 years of service      1.25 days/month
- ii) 2 years or more of service      1.666 days/month (20 full days for employees accruing credits for 12 months)

- iii) 8 years or more of service      2.083 days/month (25 full days for employees accruing credits for 12 months)

23.02 All other employees will be paid a percentage in lieu for vacation pay on a bi-weekly basis based on the years of service. Employees are entitled to unpaid vacation annually in accordance with the employee's years of service.

- i) Less than five (5) years of service, four percent (4%) vacation pay and are entitled to two (2) calendar weeks unpaid.
- ii) Five (5) years of service or more, six percent (6%) vacation pay and are entitled to three (3) calendar weeks unpaid.

23.03 Employees shall inform the Employer of their vacation wishes (if known) by March 31 in order that a vacation schedule may be posted by April 30. If there is a dispute over a respective vacation date between employees, vacations will be granted in accordance with seniority, so long as the employees in question have submitted their request in accordance with the above.

The final approval for vacation scheduling is subject to Article 23.04 and the operation requirements of the Employer.

For requests submitted after March 31, the Employer shall respond within seven (7) working days of receiving such notice as to whether the vacation request is approved or not approved. Requests will be considered on a first come first served basis. Such approval shall not be unreasonably denied.

Employees with less than one (1) year of service, will be eligible to take their vacation as it is earned.

Employees with more than one (1) year service will be eligible to request their annualized entitlement.

Should an employee leave the organization and had taken more vacation than earned, any additional vacation taken would be repaid to the organization.

23.04 Full-time employees will indicate in January to the Employer if they intend to work on any of the statutory holidays that require staffing on that day. Full-time employees in the 24/7 staffed facilities shall request in January to have the statutory holidays off. The Employer shall respond within seven (7) working days of receiving such notice as to whether the vacation request is approved or denied. Such requests will not be unreasonably denied.

- 23.05 Employees may take their vacation in a consecutive and unbroken manner, and employees may request to carry over five (5) days of vacation to the next vacation year with the approval of the supervisor. In special circumstances, an employee may request an additional carry-over of five (5) days of vacation to the next vacation year. Such approval shall not be unreasonably denied. Employees may use banked compensatory time in conjunction with vacation credits.
- 23.06 An employee whose employment terminates at any time in the vacation year prior to using the employee's earned vacation will be entitled to a proportionate payment of the employee's vacation entitlement that was earned prior to the date of termination.
- 23.07 Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time and subject to providing a medical certificate, it is understood and agreed that the vacation time shall be rescheduled upon the return of the employee from sick leave. Where an employee becomes seriously ill or injured during their vacation and subject to providing a medical certificate, the days of illness or injury will be counted as sick leave and the unused vacation days may be rescheduled in accordance with Article 23.03.
- 23.08 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.06. The portion of the employee's vacation that is deemed to be bereavement leave will not be counted against the employee's vacation credits.

## **ARTICLE 24 – SICK LEAVE**

- 24.01 Sick leave is granted when a full-time employee is absent from work due to legitimate personal illness injury or invasive medical procedure. Employees are also permitted to use their accumulated sick time for medical appointments including dental. It is understood that the use of sick leave is for the sole and only purpose of protecting employees against the loss of income during time of such absence. It is agreed that employees can use up to five (5) days per calendar year for immediate family illness.
- 24.02 Full-time employees will accumulate sick leave credits at the rate of one and one half (1½) working days per month of employment, such credits to be cumulative.
- 24.03 Employees may accumulate sick leave credits from year to year. Each employee shall receive by October 31<sup>st</sup> of each year an annual statement of cumulative sick leave credits.

- 24.04 In cases where a sick leave exceeds five (5) days, or where the Employer reasonably feels absenteeism to be excessive and/or fraudulent, the Employer reserves the right to request a medical certificate. The Employer shall pay the full cost of any medical certificate required of an employee within two (2) weeks of submitting for reimbursement.
- 24.05 Long Term Disability coverage, equivalent to the benefit amounts in the existing Medavie Blue Cross or equivalent plan, commencing one hundred and twenty (120) calendar days from the date of disability will be provided by the Employer. The employee will pay one hundred percent (100%) of the premiums for the LTD coverage.
- 24.06 The Employer agrees that employee health information is strictly confidential, and will be kept confidential. Access to this information shall be given only to those persons directly involved in administering that information.

## **ARTICLE 25 – JOB CLASSIFICATIONS**

- 25.01 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description at the time the new or changed classification is implemented.
- 25.02 When a new classification is established by the Employer, the Employer shall determine the rate of pay for such classification and notify the Union of same. If the Union challenges the rate, it shall have the right to request a meeting to negotiate the appropriate rate of pay. If the parties are unable to agree on a rate of pay, the dispute may be submitted to arbitration in accordance with Article 7.10 of the Collective Agreement. The decision of the Board shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classifications. Any change awarded will be retroactive to the date the issue was raised by the Union.
- 25.03 When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to negotiate the appropriate rate of pay. If the parties are unable to agree on a rate of pay, the dispute may be submitted to arbitration in accordance with Article 7.10 of the Collective Agreement. The decision of the Board shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classifications. Any change awarded will be retroactive to the date the issue was raised by the Union.

## **ARTICLE 26 – TECHNOLOGICAL & ORGANIZATIONAL CHANGE**

- 26.01 Where it is reasonably able to do so, the Employer will provide the Union with at least thirty (30) calendar day's written notice of any technological and/or organizational change that directly impacts the bargaining unit. Such notice will include information regarding the nature of the change and the anticipated date of such change. The parties agree the notice under this provision can run concurrently with the notice of layoff to the Union and the employees under Articles 15.01 and 15.02. Upon request from the Union, the Employer agrees to meet with the Union to discuss the changes.
- 26.02 Where as a result of technological and/or organizational change, new or greater skills are required than are already possessed by affected employees in their current job classification, the Employer will provide such employees with applicable training with no loss of pay or benefits to the employee where it can reasonably be expected that the employee(s) affected will be able to upgrade their knowledge and/or skills in a reasonable period of time.

## **ARTICLE 27 – HEALTH AND SAFETY**

- 27.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions that are a hazard to the health and safety of employees. The parties agree to comply with the Occupational Health & Safety Act.
- 27.02 A Health and Safety Committee shall be established which is composed of three (3) Union and three (3) Employer representatives. The Health and Safety Committee shall hold meetings at least quarterly. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.
- It is agreed there will be a sub-committee established in the Sault Ste. Marie location of one (1) Union representative and one (1) Employer representative.
- 27.03 Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

- 27.04 There shall be one Union representative in Toronto and one Union representative in Sault Ste. Marie who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and /or the Collective Agreement, they shall be paid at the applicable rate.
- 27.05 Every person who is an employee has a right to freedom from workplace harassment in accordance with Occupational Health and Safety Act, Sec 1 (1).

“Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.” Ref. Occupational Health and Safety Act, Sec. 1 (1).

#### Violence in the Workplace

The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing the employee's work.

The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employees who believes the employee has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The parties further agree that suitable subjects for discussion at the Joint Health and Safety Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behavior. Such policies will include but not be limited to:

- i. Designing safe procedures for employees.
- ii. Providing training appropriate to these policies.
- iii. Reporting all incidents of workplace violence.

All incidents as defined above will be reported to the Joint Health and Safety Committee. The Joint Health and Safety Committee shall identify issues related to workplace violence and aggression and shall make recommendations regarding policy, training, and/or remedies to the Employer.

The Union and the Employer recognize the right of the employees to work in an environment that is free from harassment in accordance with the Occupational Health and Safety Act, Sec 1(1). Both parties also recognize the right of employees to be free from reprisal for exercising their rights.

## **ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS**

28.01 The parties agree that compensatory time; vacation credits and sick leave credits that were accrued prior to date of ratification will be retained and applied in accordance with the Collective Agreement following the date of ratification.

## **ARTICLE 29 – COPIES OF AGREEMENT**

29.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to share the costs to print sufficient copies of the Agreement, in a union shop, within eight (8) weeks of signing of this Agreement.

## **ARTICLE 30 – TRAINING**

30.01 When training new employees such employees doing the training will not be held liable for any errors or oversights made by the new employees provided that the new employee has been trained properly and both employees have confirmed completion of the training through sign off of requisite training documentation.


30.02 The parties agree to discuss and include input regarding educational training provided to bargaining unit staff at the Employee-Employer Committee.

## **ARTICLE 31 – DURATION**

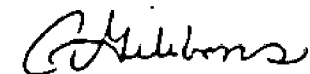
31.01 This agreement shall be in effect from the date of ratification and shall remain in effect up to and including September 30, 2025 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of expiry that it desires amendments.

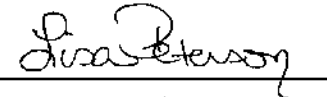
IN WITNESS WHEREOF, the parties have signed this Agreement on this 21<sup>st</sup> day of September, 2023.


OPERATION SPRINGBOARD

  
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CUPE AND ITS LOCAL 4369

  
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## **SCHEDULE "A"**

### **SALARIES AND WAGE RATES**

- 1) New bargaining unit employees hired during the life of the Collective Agreement will be paid at the lowest current rate of pay for the applicable classification.
- 2) In the event a bargaining unit employee transfers to a different classification during the life of this Agreement, the employee will be paid at the lowest current rate of pay for the applicable classification. Where the new rate would represent a reduction, the employee will be red-circled at their current rate of pay, or the highest rate within the classification, whichever is lower.

**SCHEDULE "B"**

**LIST OF JOB CLASSIFICATIONS**

**(Including Pay Increases After the Ratification to September 30, 2025)**

<b>Department / Program</b>	<b>Incumbents Pay as of September 30, 2022</b>	<b>2% Oct. 1, 2022</b>	<b>First pay period after ratification August 16, 2023</b>	<b>1.75% Oct. 1, 2023</b>	<b>1.75% Oct. 1, 2024</b>
<b>Community Justice &amp; Diversion Program</b>					
Adult Justice Worker - FT	\$48,147.90	\$49,110.86		\$49,970.30	\$50,844.78
Adult Justice Worker - Relief	\$23.08	\$23.54		\$23.95	\$24.37
Sr. CSO Counsellor - FT	\$42,290.74	\$43,136.55		\$43,891.44	\$44,659.54
Community Justice Worker - FT	\$47,574.11	\$48,525.59		\$49,374.79	\$50,238.85
Community Justice Worker SSM - PT	\$22.87	\$23.33		\$23.74	\$24.15
Youth Justice Worker - FT	\$46,301.15	\$47,227.17		\$48,053.65	\$48,894.59
Youth Justice Worker - PT	\$22.26	\$22.71		\$23.10	\$23.51
<b>Employment Services</b>					
Community Integration Specialist - FT	\$48,693.57	\$49,667.44		\$50,536.62	\$51,421.01
Employment Specialist - FT	\$48,693.57	\$49,667.44		\$50,536.62	\$51,421.01
Recruitment & Retention Specialist - FT	\$48,693.57	\$49,667.44		\$50,536.62	\$51,421.01
Recruitment & Retention Specialist - PT	\$23.41	\$23.88		\$24.30	\$24.72
Resource Information Specialist - FT	\$48,693.57	\$49,667.44		\$50,536.62	\$51,421.01
Community Engagement Facilitator - FT	\$51,341.96	\$52,368.80		\$53,285.25	\$54,217.74
<b>Development Services</b>					
Case Manager (formerly Sr. Counsellor) - FT	\$51,321.99	\$52,348.43		\$53,264.53	\$54,196.66
Community Housing Support Worker - FT	\$50,326.02	\$51,332.54		\$52,230.86	\$53,144.90
Community Integration Facilitator	\$49,969.60	\$57,333.80		\$58,337.14	\$59,358.04
Community Support Worker - PT	\$22.42	\$25.93		\$26.38	\$26.84
Family Support Worker - FT	\$55,270.36	\$56,375.76		\$57,362.34	\$58,366.18
	\$50,175.66	\$51,179.17		\$52,074.81	\$52,986.12
Vocational Counsellor - FT	\$51,090.01	\$58,476.60		\$59,499.94	\$60,541.19

Program Counsellor - FT	\$49,338.62	\$56,690.19		\$57,682.27	\$58,691.71
Program Counsellor - PT	\$23.72	\$27.25		\$27.73	\$28.21
Program Counsellor - Relief	\$20.16	\$23.62	\$27.25	\$27.73	\$28.21
Recreation Therapy Facilitator - FT	\$49,338.62	\$56,690.19		\$57,682.27	\$58,691.71
Recreation Therapy Facilitator - PT	\$23.72	\$27.25		\$27.73	\$28.21
Recreation Therapy Facilitator - Relief	\$20.16	\$23.62	\$27.25	\$27.73	\$28.21
Residential Counsellor - FT	\$49,121.91	\$56,469.15		\$57,457.36	\$58,462.86
	\$47,309.98	\$54,620.98		\$55,576.85	\$56,549.44
	\$46,638.14	\$53,935.70		\$54,879.58	\$55,839.97
Residential Counsellor - PT	\$22.42	\$25.93		\$26.38	\$26.84
Residential Counsellor - Relief	\$20.16	\$23.62	\$25.93	\$26.38	\$26.84
<b>Youth Justice Residences</b>					
Senior Counsellor	\$50,177.08	\$51,180.62		\$52,076.28	\$52,987.62
Residential Counsellor - FT	\$47,070.40	\$48,011.81		\$48,852.01	\$49,706.92
	\$45,947.20	\$46,866.14		\$47,686.30	\$48,520.81
	\$45,510.40	\$46,420.61		\$47,232.97	\$48,059.55
Residential Counsellor - PT	\$21.88	\$22.32		\$22.71	\$23.11
Residential Counsellor - Relief	\$21.82	\$22.26	\$22.32	\$22.71	\$23.11
Educational Assistant/Residential Counsellor - FT	\$45,531.20	\$46,441.82		\$47,254.56	\$48,081.51

**LETTER OF UNDERSTANDING**

RE: TWO STAFF IN YOUTH JUSTICE RESIDENCES

Where it is financially and operationally possible, the Employer will have two (2) staff (including persons outside of the bargaining unit) on duty on any given shift at each Youth Justice Residence.

IN WITNESS WHEREOF, the parties have signed this Agreement

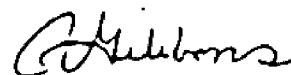
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

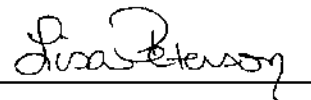


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CUPE AND ITS LOCAL 4369



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**LETTER OF UNDERSTANDING**

RE: BENEFITS COMMITTEE

The parties agree to meet annually to discuss ways to revise the current benefit scheme in an effort to meet the needs of both parties. Changes to the current scheme under the Collective Agreement can be made with agreement of the Union and Employer.

IN WITNESS WHEREOF, the parties have signed this Agreement

on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

*mymello*

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CUPE AND ITS LOCAL 4369

*McIlhenny*

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*Lisa Peterson*

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*[Signature]*

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*[Signature]*

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**LETTER OF UNDERSTANDING**

RE: TRAINING

The parties will meet within ninety (90) days of ratification to discuss methods to improve access and promote cross training within Springboard.

IN WITNESS WHEREOF, the parties have signed this Agreement

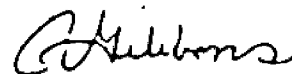
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

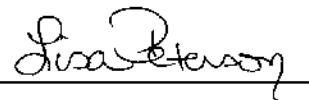


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**LETTER OF UNDERSTANDING**

RE: PART-TIME EMPLOYEES

The Employer and the Union shall meet within ninety (90) days of ratification to review the use of part-time positions within the organization. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

IN WITNESS WHEREOF, the parties have signed this Agreement

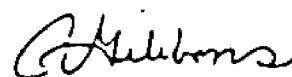
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

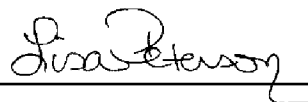


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CUPE AND ITS LOCAL 4369



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**LETTER OF UNDERSTANDING**

RE: **BED BUGS**


Effective at the ratification of this agreement, in the event that an employee contracts bed bugs while performing their regular duties and while complying with the required JHSC policies and protocols, and such communicable condition requires treatments, eradication, medications and inspections for themselves or their immediate family, the Employer shall reimburse the employee for all reasonable costs up to \$300, of such treatment upon production of receipts for expenses not covered under the benefits plan.

Each employee will be entitled to make a claim for the benefits pursuant to this Letter of Understanding only once during the life of the Collective Agreement. This Letter of Understanding expires September 30, 2025.

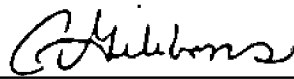
IN WITNESS WHEREOF, the parties have signed this Agreement

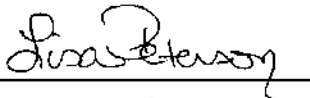
on this 21<sup>st</sup> day of September, 2023.


OPERATION SPRINGBOARD

  
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CUPE AND ITS LOCAL 4369

  
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**LETTER OF UNDERSTANDING**

RE: PENSION PLAN REVIEW

The Employer recognizes that the Union has placed a high priority on changing the existing RRSP program to the Multi Sector Pension Plan (MSPP). Within three (3) months of ratification of the Collective Agreement, Operation Springboard will meet with Union representatives for a formalized presentation about the merits of moving to the MSPP and to provide an opportunity for the parties to objectively compare available pension options. At least one (1) member of the Operation Springboard Board of Director's will attend the meeting in addition to management representatives.

IN WITNESS WHEREOF, the parties have signed this Agreement

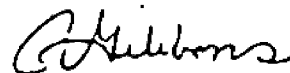
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

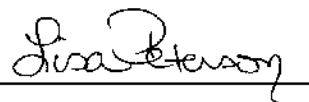


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CUPE AND ITS LOCAL 4369



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**LETTER OF UNDERSTANDING**

RE: PANDEMIC SITUATIONS

In the event there is a declared Provincial Emergency by Public Health or the Provincial Government, the Employer agrees to meet with the Union to discuss the impacts of the declared emergency on the bargaining unit including but not limited to:

1. The impact of additional duties on workload and appropriate staffing measures.
2. The mental health impacts of working through a public health emergency and the need to support staff.
3. It is agreed that employees awaiting the results of mandatory testing will be entitled to use their sick days, if credits are available.

IN WITNESS WHEREOF, the parties have signed this Agreement

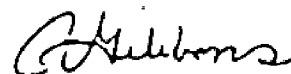
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

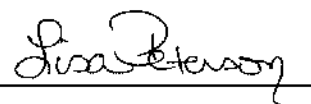


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CUPE AND ITS LOCAL 4369



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**LETTER OF UNDERSTANDING**

RE: ARTICLE 17.02

Within one (1) month of ratification for current employees, and on an on-going basis with new hires, the Employer will review the on-call policy and specifically the circumstances in which employees should contact the on-call designate.

IN WITNESS WHEREOF, the parties have signed this Agreement  
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

*mymello*

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CUPE AND ITS LOCAL 4369

*Chilbrons*

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*Lisa Peterson*

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**LETTER OF UNDERSTANDING**

RE: ARTICLES 2.07 AND 17.02

The parties agree to meet within ninety (90) days of ratification for the following purposes;

1. With respect to Article 2.07, the Employer and the Union will work towards identifying the current barriers associated with scheduling and jointly work towards improving the scheduling process.
2. With respect to Article 17.02, the Employer and the Union will review the current process and communication issues associated with On-Call and work together to address issues arising from this review.

IN WITNESS WHEREOF, the parties have signed this Agreement

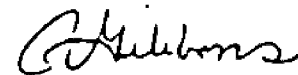
on this 21<sup>st</sup> day of September, 2023.

OPERATION SPRINGBOARD

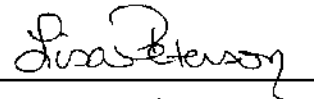


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