

# COLLECTIVE AGREEMENT

- between -

**WYNDHAM  
HOUSE**

**WYNDHAM HOUSE**  
(hereinafter referred to as the Employer)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 5526**  
(hereinafter referred to as the Union)

**CUPE·SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

Term: February 14<sup>th</sup>, 2023, to March 31, 2027



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## **ARTICLE 1 – PREAMBLE**

1.01 It is the purpose of both Parties to this Agreement:

1. to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
3. to encourage efficiency in operations;
4. to promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union.
5. the primary mission of the organization is to ensure the highest possible standard of service for the community and clients that Wyndham House serves.

1.02 Wherever the feminine or masculine gender is used, it shall be considered to be reference to all genders. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes that it is the right of the employer to exercise the regular and customary functions of management to maintain order, discipline, efficiency to direct the working forces, and to fulfill their mandate management will determine and establish standards and procedures related to care, safety, and wellbeing of clients subject to the terms of this Agreement.

The Management of the facilities and direction of the working force are fixed exclusively with the Employer, and the Union acknowledges that it is the exclusive function of the employer to:

- a) hire, promote, direct, evaluate, demote, assign work, classify, transfer, and suspend Employees.
- b) discipline or discharge any employee for just cause provided that a claim by an employee, who has acquired seniority, has been discharged or disciplined without cause may be the subject of a grievance and dealt with as herein provided.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

3.01 **Scope and Recognition**

The Employer recognizes The Canadian Union of Public Employees and its Local 5526 as the sole and exclusive bargaining agent for all employees of Wyndham House in the City of Guelph, save and except those excluded pursuant to section 1(3)(b) of the Labour Relations Act, 1995, Managers and persons above the rank of Manager.

### 3.02 **Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit will not work in any jobs which are included in the Bargaining Unit, except in the case of training, emergency, and instruction or other circumstances agreed to by the Parties.

### 3.03 **Definitions**

#### Full-time

Full-time Employees are defined as those Employees who are regularly scheduled for the hours listed in Article 16.01a)i).

#### Part-time

Part-time Employees are defined as those Employees who are regularly scheduled for not more than twenty-four (24) hours per week.

#### Relief

Relief Employees are defined as those Employees who are without regularly scheduled hours per week.

#### Temporary

A Temporary Employee may be hired in the following circumstances:

- a) for a fixed period to work in place of a full-time or part-time employee on an approved leave of absence for a period of up to six (6) months.
- b) A temporary Employee may be hired for a specified project, program, event or activity where there would be no such position available except that Wyndham House Inc. received a grant or money from a funding source other than its regular funding sources or in addition to its regular funding sources for the purpose of the specified project, program, event or activity and for which there is a specified end date.

The following terms and conditions apply to Temporary Employees:

- a) Extensions to the fixed or specified period set out herein will be with the agreement of the union and the employer.
- b) All temporary employees will pay dues.
- c) Employees will not be eligible for the Employer's extended benefit package, unless the position is extended beyond the specified end date and/or at the time of starting work in the position the Employee already receives such benefits.
- d) Employees will only be eligible for vacation and statutory benefits as prescribed under the Employment Standards Act, 2000, unless at the time of starting work in a contract position the Employees already receives such benefits; Employees

who are on contract are permitted to earn sick leave in accordance with Article 20 of the current collective agreement.

- e) Employees will not receive preference to permanent Employees, nor will they be retained or granted any work or rights in preference to permanent Employees.
- f) An Employee who is hired for permanent fulltime or part-time work, the hours that they have accrued in their temporary position shall be counted for seniority purposes.
- g) The temporary employment may be terminated by either the Employer or the Employee with a minimum of two (2) weeks notice. Employees will be provided with any other applicable notice and severance pay or other requirements as otherwise set out in the Employment Standards Act.
- h) Where the Employee holds an internal position, upon conclusion of the Temporary position, the Employee will return to the position they worked in prior to starting the Temporary position. If the Employee's original position is eliminated during this period, the Employee shall have all the rights as outlined in Article 15. Persons who did not work for the Employer prior to working in the Temporary position shall be discharged in accordance with the collective agreement.
- i) Notwithstanding a-f above employees whose temporary contract is extended beyond eighteen (18) months in the temporary position as defined in 4ii) (excluding temporary opportunities for pregnancy/parental, adoption and sick leaves) temporary employees will become permanent employees and have all the rights outlined in this collective agreement.

#### Student Volunteers

Are people enrolled in an educational institution who provide services for the agency in a placement or unpaid co-op capacity. They are not paid by the Employer for their services.

#### Probationary Employee

An Employee who has not yet completed their probationary period as required under Article 13 and pays union dues.

#### Permanent Employee

An employee who has acquired seniority as set out in Article 13 and is covered by all the terms of the Collective Agreement, and pays Union dues, including both full-time, part-time, and relief.

### Business/Working Day

Business/Working day as used in this Collective Agreement will mean a day other than Saturday, Sunday or a specified holiday.

#### **3.04 No Other Agreements**

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

## **ARTICLE 4 – NO DISCRIMINATION**

#### **4.01 No Discrimination**

The Parties agree that there shall be no discrimination, interference, restriction, coercion, or any form of harassment exercised or practised against any member of the Bargaining unit in any matter concerning the application of the provisions of this agreement by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation, sex, gender, marital or parental status, number of dependants, sexual orientation, identity or expression, gender identity and expression, record of offences and disability against any member of the Bargaining Unit on any prohibited ground set out in legislation. There shall also be no discrimination against any Bargaining Unit member as a result of their Union activities pursuant to this Collective Agreement.

#### **4.02 Workplace Harassment and Violence**

Cases of alleged harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, sexual orientation, age, record of offenses, marital or family status, and disability, will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.

a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment may include, but not be limited to:

- unwanted touching
- suggestive remarks or verbal abuse suggestive gestures or staring compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed towards members of one gender or one Sexual preference group.

- b) Where the alleged harasser is the person who would deal with the grievance, the grievance shall automatically go forward to the alleged harasser's supervisor.
  - c) Allegations of harassment are required to be submitted as a formal written complaint to the Executive Director for investigation. All complainants and respondents will have union representation. Complaints against the Executive Director will be provided to the Chair of the Board of Directors.
  - d) An employee shall, at all times, retain their right to file a grievance and/or lodge a complaint under the Ontario Human Rights Code.
  - e) The employer agrees that the information and training regarding harassment and violence in the workplace is essential and will work jointly with the Union on all training and information measures. The employer agrees to make all employees aware that violations of this article will be subject to disciplinary action.
- 4.03
- a) "Workplace violence" is defined as comment or conduct that is physically intimidating or ought to be known to be physically intimidating. It includes the wrongful physical violation or abuse of other persons or threat of such actions. It also includes damage or threat of damage to property. "Workplace" refers to any location where employer business is conducted, or employer services are provided.
  - b) The Employer agrees that the Occupational Health and Safety Committee shall concern itself with all matters relating to violence involving staff as per Human Resources Policies and procedures. The Employer agrees to investigate all incidents of violence and to meet with the Union as required to discuss any identified risks of violence. The Employer agrees to take all precautions reasonable in the circumstances to foster a violence free workplace and work environment and to immediately investigate all aspects of any reported instances of violence. The Employer agrees to furnish a written report of all incidents to the co-chairs of the Joint Health and Safety Committee prior to the JHSC meeting. This written report will be forwarded to the Union.
  - c) A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace. The parties agree, that in the event of a critical incident in the workplace, the Employer will provide a critical incident stress debriefing session to the affected employee(s) through the employer's EFAP provider, or another agreed upon third party provider. Such employee(s) shall be approached by a supervisor to discuss the incident and the supervisor shall offer the employee time off work so that they can immediately access EFAP.
  - d) The Employer agrees that there shall be no reprisals exercised or practiced with respect to any employee who reports a violent incident in the workplace.

4.04 It is an expectation of both parties that all employees of the employer act professionally and treat one another with courtesy and respect. All employees are responsible to conduct themselves in a manner that contributes to positive working relationships. The employer will not permit any interpersonal conflict that involves threatening or abusive behaviour which includes bullying. Bullying is defined as repeated and hostile or unwanted conduct, actions, gestures, or verbal comments.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS**

### **5.01 Check-Off Payments (Dues Deduction)**

Union dues will be deducted from day one from all Employees within the Bargaining unit. The Employer will deduct upon commencement of employment, any dues initiation fees or assessments levied in accordance with the Union Constitution and Local Union by-laws.

### **5.02 Deductions**

Deductions will be made in equal payments twice monthly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names of Employees from whose wages the deductions have been made. The list shall include the total gross wages paid to all Employees on the list for the period covered by the list. The employer will also include the names, addresses and contact numbers of an employee.

### **5.03 Dues Receipts**

The amount of union dues paid annually by each Union member, shall appear on the corresponding year's income tax (T4) slips as prepared by the Employer.

## **ARTICLE 6 – NEW EMPLOYEE ORIENTATION**

### **6.01 New Employees Introduction**

The Employer agrees to inform new bargaining unit Employees of the fact that a Collective Agreement is in effect. The Union will be provided the names of all new bargaining unit employees when hired. A Union steward or representative will be given the opportunity to communicate with each new Employee within regular working hours without loss of pay, for up to 30 minutes some time during the first 30 days of employment for the purpose of acquainting the new Employee with the benefits and responsibilities of Union membership including Employee and Employer responsibilities outlined in the Collective Agreement. The steward or representative shall contact the employee's manager to schedule the introduction at a mutually agreeable time that shall not impede the effective operation of the Employer.

## **6.02 Copies of Agreement**

On commencing employment, Human Resources personnel will inform the new employees of who their Union Steward or Representative is and provide the new employee with a copy of the Collective Agreement. Renewal Collective Agreements shall be available within two (2) months of ratification.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director, and the Union President with copies to the Union's Recording-Secretary and the CUPE National Representative unless otherwise agreed by the parties.

## **ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **8.01 Local Representation**

The Employer or any supervisory Personnel shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit that contravenes the collective agreement. An elected or appointed Representative of the Union shall be the spokesperson for employees in the Bargaining unit. The Union will supply the Employer with the names of its officers and/or appointed or elected Representatives within 30 days of ratification of Union representatives or within 30 days of any changes to Union representatives.

### **8.02 Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer or assist in a settlement of any matter arising out of this agreement. Such Representatives(s) shall have access to the Employer's premises at a mutually agreed upon time to investigate and assist in the settlement of a grievance.

### **8.03 Union Bargaining Committee**

The Employer agrees to recognize a Union Bargaining Committee of four (4) employees, for the purpose of negotiating a renewal collective agreement.

The Union will advise the Employer of the Union Nominees to the Committee.

The Employees who are members of the Union Bargaining Committee shall be compensated by the Employer for all time spent in bargaining. Full-time employees will not suffer a loss of pay for hours spent in negotiations during normal working hours. Part-time and/or Relief employees will not suffer loss of payment for work when required to move or cancel shifts either prior to or after the scheduled bargaining day within a twenty-four (24) hour period.

Each party will be responsible for paying the costs of their respective meeting room(s).

#### 8.04 **Access to Information**

The Employer shall make available to the Union, on request, job descriptions, wage rates, benefit plan information and other technical information and reports, records, studies, surveys, manuals, directives or documents required for Collective Bargaining purposes that relate to positions in the Bargaining Unit, and which are not subject to any privilege.

#### 8.05 **Joint Labour / Management Committee**

##### (a) Labour / Management Committee

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and cooperative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures. The Committee shall meet quarterly. The meetings shall be pre-arranged and scheduled on an annual basis, no later than January 15th of each year. A mutually agreed upon agenda will be distributed two (2) weeks prior to the meeting. The Chairperson of the meetings will alternate between the Union and the Employer.

##### (b) Scope

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and positive labour relations between the Parties. However, it will not perform any of those functions which are exclusively the functions of management and/or the Union and will not in any way replace or infringe upon the grievance or negotiating procedures.

##### (c) Membership

- i) The Committee shall be composed of not more than two (2) Representatives from each of the Parties. The Union's Committee shall include the President of CUPE Local 5526 or their designate and Management's Committee shall include the Executive Director or their designate. Either party may have the additional assistance of advisors as needed.
- ii) Meetings will be held during working hours, with video conferencing as required.

(d) Meeting Minutes

Minutes shall be recorded by the Employer and distributed within 2 weeks of the meeting. The Union shall respond with any corrections, errors or omissions within 2 weeks of receiving the minutes.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Recognition of Union Stewards and Grievance Procedure**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward shall assist any employee in disciplinary meetings, in preparing and presenting an employee's grievance in accordance with the grievance procedure, and/or in fact-finding meetings where the subject matter of the meeting may lead to discipline of the employee being interviewed.

### **9.02 Union Stewards**

The Bargaining Unit is covered by three (3) Stewards, as designated by the Union.

Should there not be a steward in the applicable location, another Union steward, a member of the Union Executive Director or the CUPE National Representative will be called upon by the Union to represent the Employee(s). Availability may be by video-conferencing or other electronic means.

### **9.03 Notification**

The Union shall notify the Employer, in writing, of the name of each Steward and the areas the Steward represents before the Employer shall be required to recognize the Steward.

### **9.04 Grievance Committee**

The Grievance Committee shall be determined by the Union and shall include the Union President, the Stewards and/or Union Executive Officers.

### **9.05 Permission to Leave Work**

The Employer recognizes the Steward's obligation to assist employees in the handling of their dispute and representation of the grievances as provided in this Article. The Union agrees that Stewards have their regular duties to perform on behalf of the Employer and they will not leave their duties without first receiving the permission of their immediate Supervisor. Such permission shall not be unreasonably denied. Such occasions shall be kept to a minimum and shall not impede the effective operation of the Employer.

9.06 **Definition of Grievance**

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

9.07 **Settling Complaints and Grievances**

It is understood that an employee has no grievance until they have first given their immediate manager or designate the opportunity of addressing their complaint.

The parties are committed to ensuring that grievances proceed expeditiously. The time limits fixed in both the grievance and arbitration procedure will be enforced. Time limits may be extended by mutual written agreement of the parties.

**Complaint Step** (Prior to Submitting a Grievance)

Where an employee has a complaint which, if not resolved, could become the subject of a grievance, the employee shall verbally and/or in writing bring such complaint to the attention of their immediate manager or designate. Such complaint must be initiated within ten (10) working days of the incident occurring or within ten (10) working days of when the employee should reasonably have been aware of the incident. The employee will have a union steward present to assist them. The employee must advise the manager or designate that the communication is being held at the complaint step of the grievance procedure.

The grievor's immediate manager or designate shall reply in writing to the employee within seven (7) working days. If the matter has not been resolved within seven (7) working days, the complaint may be taken up as a grievance and dealt with in the following manner and sequence.

**Step 1**

The grievance shall be reduced to writing. It shall identify the nature of the grievance, the Article(s) of the collective agreement alleged to have been violated and the redress sought. It shall be presented to the employee's immediate manager or designate within five (5) working days.

A meeting shall be held within five (5) working days after receiving the grievance with the Union representative(s), the affected Employee(s) and appropriate Employer representative(s) with the goal of finding a resolution of the issue. Within five (5) working days of the meeting, the Employer shall provide a written reply to the Union.

**Step 2**

Failing settlement at Step 1, the Grievance Committee may submit the written grievance to the Executive Director within five (5) working days of the decision at Step 1. A meeting between the Grievance Committee and the Executive Director or designate shall be held within seven (7) working days of submission of the grievance.

It is understood that the National Representative of the Union and the grievor will be present at the meeting. The Executive Director shall render a decision, in writing, within seven (7) working days of such meeting.

**9.08 Referral to Arbitration**

Failing settlement at Step 2, the grievance may be submitted to arbitration within twenty (20) working days of receipt of the decision at Step 2, in accordance with Article 10.

**9.09 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, a grievance shall be presented to the Executive Director or designate within twenty (20) working days. Where the Union or the Employer has a grievance, the Complaint Stage and Step 1 of this Article may be bypassed. A policy grievance may not be used where the grievance directly affects an employee and where an employee could grieve individually, recognizing in situations that affect the broader membership a policy grievance may be filed as well.

**9.10 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to file a grievance separately, a group grievance may be initiated in writing, identifying each employee who is grieving. The Complaint Stage and Step 1 of this Article will be bypassed, and the grievance shall be presented to the Executive Director of Human Resources at Step 2 of the Grievance Procedure, within twenty (20) working days of the incident occurring or when the employees should reasonably have been aware of the incident.

**9.11 Grievance Mediation**

Following the Union's receipt of the Employer's grievance response at Step 2, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The selection of a grievance mediator must be mutually agreeable to by both parties and the costs of such mediator shall be shared equally by both parties. All discussions at the grievance mediation table shall be confidential and shall be without precedent or prejudice.

## **ARTICLE 10 – ARBITRATION**

**10.01** If a satisfactory settlement of the grievance is not reached, either party may refer the matter to arbitration by written notice to the other party within twenty (20) working days of the receipt of the answer in Step 2 of Article 9.08.

**10.02 (a)** Subject to Article 10.02 b), for the purpose of the arbitration of matters in dispute arising out of this Agreement, the arbitration shall be handled by a single arbitrator who shall be chosen by the parties by agreement within fifteen

(15) working days of the date of the receipt of the notice of arbitration, or longer by mutual agreement.

- (b) Should either party choose to convene a Board of Arbitration, the parties shall indicate the name of their Nominee in the notice of arbitration. The other party shall respond with the name of their Nominee within fifteen (15) working days. The two Nominees shall then meet to select an impartial Chairperson. The Board of Arbitration shall determine its own procedure, and the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- 10.03 In the event that the parties fail to agree upon an Arbitrator or Chairperson, either party may request that the Minister of Labour appoint an arbitrator or chairperson pursuant to the Labour Relations Act.
- 10.04 Either party may refer the outstanding matter to expedited arbitration.
- 10.05 No person may be appointed as arbitrator or chairperson who has been directly involved in an attempt to settle the matter.
- 10.06 It is understood and agreed that neither the arbitrator nor chairperson shall have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator or chairperson shall have the power to modify penalties or dispose of a grievance by any arrangement which he deems just and equitable. The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.
- 10.07 Each party shall pay one-half of the fees and expenses of the arbitrator or chairperson, and access team assigned to the Arbitrator or Chairperson as required for the proceedings.
- 10.08 The time-limits fixed in both Article 9 (the grievance procedure), and Article 10, the arbitration procedure may be extended by agreement of the parties in writing.
- 10.09 At any stage of the grievance or arbitration procedure, the parties shall be permitted to have the assistance of any employee as a witness. Any employee called to appear as a witness before an arbitrator in relation to an arbitration under this Agreement shall be granted leave with pay and without loss of seniority.

## **ARTICLE 11 – DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.01 Suspension and Dismissal Procedure**

No employee who has completed probation shall be discharged, suspended or disciplined without just cause. When an employee is to be disciplined, the employee and the Union shall be notified in advance of the purpose of the meeting. The employee may contact their Steward in advance of the meeting and have a

reasonable amount of time to prepare. An affected employee and the Union shall be advised in writing by the Employer, within six (6) working days thereafter, of the reason for such disciplinary action. Employees will be provided with union representation at any meetings including all investigation meetings, meetings where discipline is issued or maybe issued by the employer. If the employer receives an allegation or complaint that they will investigate and decides that the employee is to be put on paid standdown, the employee will be provided with a union representative for such meeting. The employer will provide a copy of any allegations or complaints received by the employer that are to be investigated to the union.

**11.02 Burden of Proof**

In cases of discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the dismissal and discipline notice to the employee.

**11.03 Dismissal Grievances**

When an employee is considered by the Union to be wrongfully or unjustly dismissed the grievance shall be taken up at Step 2 of the grievance procedure in Article 9 and the Complaint Stage and Step 1 of the Grievance Procedure shall be omitted in such cases.

**11.04 Unjust Suspension or Dismissal**

Unless an agreement of the Parties or an award of a Board of Arbitration provides otherwise, an employee who has been unjustly suspended or dismissed shall be immediately reinstated in the employee's former position without loss of seniority. The Employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period immediately prior to such dismissal or suspension, subject to any changes in compensation that would have occurred during the period of suspension or dismissal.

**11.05 Access to Personnel Records**

Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file in the presence of Human Resources or Designate.

**11.06 Disciplinary Record**

Any disciplinary record shall be removed from an Employee's personal file after twelve (12) months from the date of the offence.

**ARTICLE 12 – STRIKE AND LOCKOUT**

12.01 There shall be no strike or lockout, as long as this Agreement remains in effect. It is understood and agreed that there will be no strike or lockout during the lifetime of

this Agreement, and the definition of "strike" and "lockout" are those set out in the Ontario Labour Relations Act.

- 12.02 An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour dispute at Wyndham House or elsewhere. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority Defined**

Seniority is defined as the length of service with the Employer. For full-time employees' seniority is date of hire. For part-time and/or relief employee's seniority will accrue based on hours worked. Part-time and relief employees will require 1820 hours to be equal to one year of service with the employer. Part-time and relief may not acquire more seniority than one year's seniority in any one-year period.

Employees may carry their seniority from a full-time position to part-time and relief positions which will be represented in hours.

Seniority will continue to accrue during an approved leave of absence without pay for a period up to 12 months. Seniority shall operate on a bargaining-unit-wide basis unless provided otherwise in this Agreement.

Any seniority accrued by temporary and contract employees during consecutive periods of employment, shall be included in the calculation of seniority provided that there has not been a break in service with the Employer that exceeds three (3) months.

Seniority shall be used in determining preference for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall, such that where an Employee's qualifications, skills, knowledge, that indicate the ability to perform the work, seniority shall serve as the determining factor.

### **13.02 (a) Seniority List**

The Employer shall maintain a seniority list showing the date of hire for full-time employees upon which each employee's service commenced as well as any adjustment to their seniority in accordance with the Collective Agreement. Part-time and/or relief will have their seniority reflected by hours. Employees may move from full-time to part-time/relief and vice versa and their seniority will be calculated in accordance with 13.01. An up-to-date seniority list shall be sent to the Union in January and July of each year. If a seniority list is required to address a need that arises out of this agreement the employer will provide an updated seniority list when requested by the union.

(b) **Calculation of Seniority**

When two or more Employees commence work on the same day, their seniority shall be determined by lottery draw.

**13.03 Probation of Newly Hired Employees**

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

Employees do not accrue seniority during their probationary period. After completion of the probationary period, the employee's name shall be placed on the seniority list and seniority shall be effective from the original date of employment.

Temporary and contract employees shall serve probationary periods during the first three (3) months of any term of employment unless the employment is in a position for which the employee has previously served a full probationary period.

Probationary employees will be paid 5% less during the probationary period.

**13.04 Trial Period**

An Employee who moves into a position new to them will be on a trial period for thirty (30) working days of actual work in that new position. Such an Employee will be able to return to their former position within thirty (30) days, without loss of seniority or wage, if either:

- a) the Employee wished to return to their former position; or
- b) the Employer feels that the Employee is not suitable for the position and requires that they return to their former position.

**13.05 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer, except as provided below.

An employee shall lose seniority and their employment shall be deemed terminated upon the occurrence of any one of the following:

1. is dismissed for just cause and is not reinstated;
2. resigns, in writing and does not withdraw the resignation within three(3) working days;
3. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless providing notice was not possible;

4. fails to return to work within ten (10) working days of being sent a notice of recall by registered mail to the employee's last recorded address with the Employer, unless failure to do so is due to sickness or other reasonable grounds.
5. is absent from work for a period of twenty-four (24) months due to illness or injury and is unable to return to their position, or to an available position for which they are qualified through the job posting process, or to a modified work opportunity.
6. is laid off for a period of twenty-four months;
7. is laid off and accepts severance monies;

#### **13.06 Reduction of Work Force**

In the event of a lay-off designed to permanently reduce the work force the Employer shall give sixty (60) working days notice to the employee. The Employer will give the Union copies of all lay-off notices and shall meet with the Union to discuss the same. In lieu of notice, the Employee shall be paid for any notice not provide for.

#### **13.07 Responsibility of Employee to Notify**

It is the sole responsibility of the Employee who has been laid off to notify the employer of their intention to return to work within three (3) working days after being notified to do so by registered mail, addressed to the last address on record with the employer, and return to work within fourteen (14) working days after being notified. The notification shall state the job to which the employee shall report to work. The employee is solely responsible for their proper address to be on file with the employer.

### **ARTICLE 14 – JOB POSTING, PROMOTIONS, AND STAFF CHANGES**

#### **14.01 Promotions and Staff Changes**

When a new position is created, or when a vacancy occurs within the Bargaining Unit, the Employer shall either post the position with a copy to the Union or notify the Union within 4 weeks of the status of the position. The posting will be posted for five (5) working days. Internal applications will be accepted during the posting period will be considered prior to those of external applicants. Where a permanent employee is transferred to a temporary position, at the conclusion of the temporary position, the permanent employee will be returned to their permanent position if it still exists. If it no longer exists, the employee will be assigned to a comparable vacant position. If no such comparable position exists, a layoff will be implemented. Should the position occupied by a temporary or contract employee be re-posted, the incumbent will be notified on or before the day the position is posted.

#### **14.02 Temporary Vacancies**

- a) Where the Employer has less than four (4) weeks' notice of a temporary vacancy in the bargaining unit, which is expected to be six (6) weeks duration or less, no job posting is required or as otherwise agreed to by the parties.
- b) When temporary duties that require travel to other locations are added on a short-term basis to a department, these duties will be assigned on a voluntary basis within the department. Should no employee volunteer for the additional temporary duties, the work will be assigned to the most junior qualified employee in the department.

#### **14.03 Information in Postings**

A job posting notice shall contain the following information: title of the position, the required qualifications, knowledge, education and skills, the hours of work, location, and the wage or salary range.

#### **14.04 Role of Seniority in Promotions and Transfers**

- (a) Both Parties recognize:
  - i) the principle of promotion within the service of the Employer;
  - ii) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes transfers or promotions, appointment shall be made in accordance with Article 13.01.

- (b) Any disputes regarding a selection made pursuant to (a) above shall be taken up at Step 2 of the grievance procedure.

#### **14.05 Notification to Employee and Union**

Within ten (10) working days of the date of successful appointment to a vacant position, unsuccessful applicants will be notified of the outcome. The Union shall be notified of all appointments, hirings (permanent, temporary, contract), layoffs, transfers, recalls and terminations of employment related to Bargaining Unit members.

Upon notification to the successful applicant, the appointment will take place within thirty (30) days unless agreement between the Employee and the Employer.

#### **14.06 Provisions for Injury or Illness**

An Employee unable, through injury or illness, to perform their normal duties shall be provided with alternate suitable employment if available, in accordance with the Ontario Human Rights Code, WSIB and any other applicable legislation or statute.

#### 14.07 **Probationary Employees**

During the probationary period, an employee may apply for internal job postings but will be considered on the same basis as an external applicant. Employees who have completed their probationary period are eligible to apply for any internal job positions as internal applicants as per Article 14.01.

### **ARTICLE 15 – LAYOFFS AND RECALLS**

#### 15.01 **Definition of Layoff**

- (a) A layoff shall be defined as a reduction in the employee's regular hours of work or **elimination of a position** where such reduction is expected to be of a temporary or permanent nature.

#### 15.02 **Role of Seniority in Layoffs**

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 bargaining-unit-wide seniority, if the remaining Employees are skilled and qualified to do the work.

Notwithstanding the above, when the Employer identifies the need for a reduction or elimination of a specific position in a specific classification, the Employer will identify the least senior Employee(s) within the affected position as surplus, based on the seniority in effect as of that date. Where such Employee(s) are identified as surplus, the Employee(s) may exercise their rights to bump in accordance with Article 15.05.

When an Employee chooses not to exercise their bumping rights under Article 15.05 the Employee shall be laid off and be entitled to their recall rights under Article 15.06, or the Employee may elect to forego their bumping and recall rights and accept severance in accordance with Article 15.08.

It is understood that the potential employment opportunities shall be for similar positions within the employee's same or lower pay grade. It is also understood that the kind of training, cost and duration must be mutually agreed upon prior to the commencement of such training.

#### 15.03 **Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall give employees who are to be laid off, and the Union, as much advance notice of layoff as possible, and in no case less than fifteen (15) working days. The Employer shall give employees who are to be laid off for more than three (3) months no less than eight (8) weeks' notice of layoff. During the period of notice, employees shall be granted reasonable time off, with pay, to seek other employment and the Employer shall make all reasonable efforts to place the employees in other positions within the

Bargaining Unit. If the employee does not have the opportunity to work the minimum notice as provided in this Article, the employee shall be paid for any time for which work was not made available.

#### **15.04 Measures to Cushion Layoffs**

In the event of proposed layoffs, the Employer and the Union will have the opportunity to discuss the impact of the layoffs and to discuss possible alternatives. Should these discussions occur prior to the issuance of layoff notices, the discussions shall remain confidential in order to limit potential harm to Employees who may or may not be so affected.

#### **15.05 Bumping Rights**

An Employee laid off in one pay grade will be given the opportunity of displacing an Employee with less seniority, in the same or lower pay grade, provided the senior Employee possesses the skills and qualifications to perform the job; and providing the position of the displaced Employee is of equal or fewer hours as the position of lay-off.

At the time of lay-off, the Employer will identify the position(s) for which the Employee has the skills and qualifications in accordance with the above paragraph. Should the Employee be aware of additional position(s) for which they believe they have the skills and qualifications, the Employee will identify these position(s) to the Employer. Any dispute over whether the Employee has the skills and qualifications for the position in question may be filed at Step 2 of the grievance procedure.

The Employee must notify their immediate Supervisor within ten (10) working days of receipt of notice of layoff of their intent to bump into another position and must identify which position they wish to bump into. The Employee will be transferred into the identified position without the need to interview or serve an additional probationary period.

Employees who bump laterally or to a lower pay grade will be paid at a rate in the new position which is closest to their current rate of pay received prior to the actual date of layoff.

An Employee who bumps into a job at a lower pay grade will not receive a salary which is higher than the maximum range for that pay grade.

Employees who accept a lower paid position under this Article shall have the right to reinstatement to their former position if such becomes available within twenty-four (24) months of notice of layoff.

The Employees shall be reinstated at the step they would have attained in their former position had they not been required to bump to retain their employment.

A full-time employee who has taken a part-time position as opposed to a layoff, shall be re-instated in accordance with Article 15.06 to that full-time position prior to the

Employer hiring any other Employee (contract, temporary) to fill what was previously a full-time position.

**15.06 Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. Recall shall be defined as the opportunity to work in a pay grade which is similar to or lower than the pay grade from which the Employee was laid off. An employee may refuse a recall if the position to which they are being recalled is more than two pay grades below the level at which they were employed prior to lay off. Such a refusal shall not affect the employee's recall rights, nor shall it result in a loss of seniority and deemed termination under Article 13.04.

**15.07 No New Employees**

No new Employee shall be hired until those laid off have been given an opportunity of recall, unless present Employees are unable to perform the required work.

**15.08 Severance Pay**

- (a) In addition to receiving notice of layoff or pay in lieu thereof in accordance with Article 15.03, an Employee shall at the time of layoff receive severance pay in accordance with the Employment Standards Act, consistent with their length of service. If an Employee elects to be paid the severance pay in accordance with the Act, the Employee shall be deemed to have abandoned the right to recall and will be considered terminated. The Employer will inform the Employee of this condition at the time of layoff. For those Employees who qualify for severance pay but elect to be on recall, severance will be held in trust during the length of the recall.
- (b) If an employee elects to remain on the recall list, and qualifies for severance, then the severance will be held in trust for up to 24 months. In the event that the employee is not recalled or is off the recall list, according to 15.06 Recall Procedure, the severance will be paid out.

**15.09 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

**15.10 Continuation of Benefits**

The Employer agrees to pay the full premiums for all Employee Benefit Plan for Employees laid off for up to three (3) months following the date of lay off, except for Long-term and Sick leave which benefits coverage will expire at the end of the statutory notice period, if any, or the last day of active service, whichever date is later.

### 15.11 **Change of Carriers**

The Employer may decide to substitute the benefit plan and/or carrier for any of the benefits provided, as long as the level of benefits in the new Plan(s) is equivalent or better overall. The Union and the Employees will be provided with thirty (30) days' notice to implementation of the change.

## **ARTICLE 16 – HOURS OF WORK**

16.01 The following paragraph and sections are intended to define the normal hours of work and should not be construed as a guarantee of hours of work per day or per week or days of work per week.

- i) The standard work week is thirty-five (35) hours a week in five (5) seven- hour periods, which will be worked Monday through Friday between the hours of 8:00 am and 5:00 pm.

For those employed in 24-hour operations the standard work week is forty (40) hours per week. There will be 3 agreed upon schedules for the 24-hour operation programs. Shift schedules for 24-hour operation employees will be agreed to by the parties. However, these may be altered by agreement between the Employer and the Union.

- ii) Employees who work a thirty-five (35) hour work week will be entitled to a one (1) hour unpaid period off for lunch and two paid fifteen (15) minute breaks. At the request of the employee and with the agreement of the immediate supervisor, the lunch break may be adjusted if such adjustment, in the opinion of the Supervisor, would in no way interfere with the Employee's ability to perform the job function and does not contravene the Employment Standards Act.

For 24-hour programs employees will be paid for all hours worked and be provided with a paid rest period of thirty (30) minutes plus two paid fifteen (15) minute breaks. Employees are required to remain on site for the duration of any break period

- iii) Part-time employee's regular hours of work will be based on the accepted posting. Part-time employees are permitted to accept shifts outside of their posted hours. Part-time employees will be offered any available shifts prior to relief employees.

- iv) Relief employee's hours will be based upon their availability and shifts available.

### Changes to Hours of Work

Any changes to the hours of work of an individual employee or group of employees on a consistent, on-going basis, will not occur without the agreement of the union. Should the parties agree to a change of hours the Employer will provide the employee or group of employees with at least four (4) weeks notice. This period

may be shortened by mutual consent of the employee or group of employees and their supervisor. This right shall not be exercised in an arbitrary or discriminatory manner.

#### Shift Change

Employees will be paid for a shift change period at the end of their shift to provide necessary information to employees who will be starting their shift. The regular shift change period will be fifteen (15) minutes. If a longer period is required for shift change employees are required to seek approval from their supervisor. If such approval is not available, employees must follow up in writing explaining the reasons for the longer period. Approval of a longer period will not be unreasonably denied.

#### Call-in Procedure

- a) The employer will maintain a call-in list based on seniority to ensure employees can be contacted for shift coverage.
- b) When a shift becomes vacant due to call in, employees will be notified of the shift and the shift will be awarded first to part-time employees, next to relief employees and finally to full-time employees based on seniority from amongst the employees responding to the notice within the time period established, and thereafter based on the first employee to respond to the notice.
- c) When a shift becomes vacant after the schedule has been posted other than as a result of a call-in, priority will be given to employees in the affected program in the following order part-time employees from the affected program than relief for all programs, than full-time employees within the program followed by employees from other programs first part-time than full-time employees. Shifts will be assigned first to employees who will not go into overtime based on their current schedule if they pick up the shift, and only if no staff could accept the shift without going into overtime based on tier current schedule will the shift be offered to employees who will go into overtime as a result.

#### Shift Cancellation

A cancellation will not occur where an employee's shift is cancelled, and the employee is not redeployed. In the event of a cancellation, an employee will be entitled to be paid a minimum of three (3) hours cancellation pay at their regular rate for any cancelled shift, only if a minimum of three (3) days (72 hours) is not provided to the employee of the cancellation.

### **16.02 Flexible Hours**

The Parties agree that flexible arrangements (of no less than four (4) weeks) regarding hours of work may be agreed to by the Employer upon request by the Employee. Such arrangements must not adversely affect the operational requirements and/or service delivery and may be cancelled by either party with appropriate notice of no less than two (2) weeks.

This article does not apply to normal scheduling requirements referred to in Article 16.01.

16.03 (a) **Travel Time: Regular Work Duties**

Where an employee travels on Employer business related to the performance of their regular duties outside their regular working hours, such time, excluding the time the employee would normally spend commuting to or from work, will be considered time worked and, where applicable, will be compensated in accordance with Article 16.01 and Article 16.03. Such travel time shall be prearranged between the employee and their manager, except in cases of emergency.

(b) **Mileage**

Travel distance will be calculated between the employee's primary office or home, whichever is closer to the location of work and/or training. Any travel time will be compensated as part of the working day, excluding the time the employee would normally spend commuting to or from work, at their straight time hourly rate. Such lieu time is to be taken at a time mutually agreed upon between the employee and their manager. Payment for mileage will be \$0.50. It is understood that employees will be compensated for the travel time which is necessary in the circumstances.

## **ARTICLE 17 – OVERTIME**

17.01 Overtime will be paid for any hours over forty-four (44) hours worked in a work week.

On a holiday as defined in Article 18.01; shall be considered overtime.

There shall be no pyramiding of overtime hours (i.e., no counting of hours twice using the definitions in the above 2 paragraphs. Further, there shall be no pyramiding when an employee works hours on a holiday which would also meet the definition of overtime in paragraph 1 or 2 above.

Overtime shall require prior approval of the employee's manager.

In emergencies, where it is not possible for the employee to obtain prior approval for overtime, the employee is to notify the manager of the overtime hours worked at the earliest possible opportunity.

17.02 **Banked Time**

Compensation for overtime may be taken as time off in lieu of payment. It will be scheduled by mutual agreement as close to the week earned as possible, and within three (3) months from the day it was earned. If, however, the Employee is unable to schedule paid time off in lieu of payment during this three (3) month period, overtime shall be paid out. At the employee's choice, the employee may be paid for

the overtime worked above instead of taking paid time off. Overtime will be approved by the supervisor unless in cases of emergency.

**17.03 Call-in**

An employee called back to work on an emergency basis by the employer after having completed a regular shift and prior to the commencement of their next regular shift as defined by Article 15.01, shall receive a minimum of two(2) hours work or four (4) hours pay at the rate of time and one-half (1.5) of their regular earnings.

**17.04 No Reduction in Regular Working Hours**

No employee will have their regular hours reduced unilaterally or arbitrarily in any week merely for the reason that they have worked overtime.

**ARTICLE 18 – HOLIDAYS**

**18.01 Holidays**

The following public holidays shall be recognized and as may employees as possible shall not be schedules for work:

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

and any other statutory holiday proclaimed by the Federal or Provincial Government.

Employees choosing not to take the one (1) designated Christian holidays (\*) may choose one (1) other religious holiday by indication which holiday will be taken and filing a written note specifying the dates with the Employer.

**18.02 Compensation for Holidays falling on Saturday or Sunday**

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

**18.03 Pay for Regularly Scheduled Work on a Holiday**

An employee who works, on a Paid Holiday, will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the time worked and will receive another day off with pay, in lieu of holiday pay, at a time designated by mutual agreement.

**18.04 Compensation for Holidays Falling on Scheduled Day Off**

When any of the above-noted holidays fall on an employee's schedule day off the employee shall received another day off with pay at a time reached by mutual agreement or receive Holiday pay.

The employee shall take a substitute paid day off for any statutory holiday for which they are eligible. Such substitute day off shall be taken as close to the holiday as can be mutually agreed to.

**18.05 Paid Holiday While on Vacation**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee and mutually agreeable to the employer.

**18.06 Public Holiday**

No employees will be required to work both Christmas Eve and Christmas Day or both New Year's Eve and New Year's Day in the same fiscal year unless the employee agrees to work both days.

**ARTICLE 19 – VACATIONS**

19.01 For the purpose of calculating vacation entitlement, the vacation year will be the fiscal year. With Supervisory approval, employee's may be allowed to carry over unused vacation until October 31<sup>st</sup> of the following year in which the vacation entitlement was accrued.

On the basis of seniority, employees earn paid vacation hours, or the prorated full-time equivalent as follows:

New hire to 1 year	80 hours
2-9 years	120 hours
10+ years	160 hours

**19.02 Preference In Vacation**

Employees will select vacation on a basis of seniority. Employees with the greater length of seniority will have first choice of vacation dates provided that they indicate their preference to the Employer by April 1<sup>st</sup> for the first 6 months of the year in order for the vacation schedule to be posted by May 1<sup>st</sup>, and October 1<sup>st</sup> for the second half of the year, including Christmas.

For vacation after April 1<sup>st</sup> date and October 1<sup>st</sup> date will be on a first come first serve basis. The immediate supervisor will make every reasonable effort to grant chosen vacations within seven (7) calendar days for receipt of such notice. When conflicts arise, seniority shall be deciding factor.

19.03 **Payment on Termination/Resignation**

An employee who voluntarily leaves the employ of the Employer for any reason will be entitled to receive any unpaid vacation pay, which is accrued to their date of separation.

19.04 **Approved Leave of Absence During Vacation**

Where an employee qualifies for bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

19.05 **Overtime Vacation Rate**

No employees will be required to work during their scheduled vacation period.

19.06 **Relief Employees**

Relief employees will receive 4% for the first 4 years and 6% for 5 years or more of service. Vacation pay will be paid on every pay period.

## **ARTICLE 20 – SICK LEAVE PROVISIONS**

- 20.01 a) Employees shall be entitled to paid sick leave based on an accumulation of sick leave credits prorated for up to eight (8) days which will be converted to hours provided monthly. Sick leave accumulation for part-time will be based on the regularly scheduled hours on a prorated basis which will be provided monthly. Sick benefits cannot be carried over to the new year and/or paid out.
- b) For leave of absence exceeding beyond thirty (30) calendar days except pregnancy, parental or adoption leaves, sick leave will be paused for the duration of the leave. The maximum absence for pregnancy leave is seventeen (17) weeks, and the maximum for parental/adoption leave is seventy-eight (78) weeks.
- c) Employees are entitled to utilize up to four (4) days converted to hour accumulated sick leave in a calendar year, to attend to family illness and/or personal leave.
- d) When employees are sick, they are to provide as much notice as possible but no less than three (3) hours notice.
- e) Employees calling in shift during business hours (Monday to Friday, 8:30 – 4:30, except of Statutory holidays) must contact their supervisor to report the absence and after business hours they are to report their absence to the site they are scheduled to report to work.

- f) Paid sick time will be on the basis of the accumulated hours in the employee's sick bank.
  - g) During business hours the manager will cover the shift and during other times employees on shift will take the steps to cover the open shift.
  - h) Employees who are absent due to illness for more than three (3) days may be required to provide a medical certificate which will be paid for by the employer
- |                         |         |
|-------------------------|---------|
| Effective April 1, 2025 | 9 days  |
| Effective April 1, 2026 | 10 days |

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Functions**

- (a) Upon request to the Employer, a leave of absence without pay will be granted to employees elected or appointed to represent the Union at conferences, conventions, CUPE Executive and Committee meetings or for Union-related training.
- (b) Leaves under (a) will be without loss of seniority, service or benefits. For leaves without pay under (a), the employer will continue the payment of wages during the leave and shall invoice the Union for gross wages paid during the leave.
- (c) The union will provide reasonable notice of such leaves.

### **21.02 Leave of Absence for Full-time Union Duties**

An employee who is elected to office in the Canadian Union of Public Employees, whether National or Provincial, the duties of which requires their full-time attendance and becomes a paid employee of the Canadian Union of Public Employees will, upon written request, be granted leave of absence without pay but without loss of seniority for a term not exceeding twenty-four (24) months.

- (a) An employee who becomes a paid employee of the Canadian Union of Public Employees whether National or Provincial, will upon written request, be granted leave of absence without pay but without loss of seniority for a period not exceeding twelve (12) months. Such leave shall be extended, upon request, up to an additional twelve (12) months. Request for such leave shall not be unreasonably denied. It is understood that the employee will provide the Association with reasonable notice.
- (b) Unless the Employee agrees to pay both the Employer and the Employee portion for continued health and welfare benefit coverage, benefits will not be provided during such leave. If the employee does agree to pay 100% of the premiums, health and welfare benefit coverage will be continued.

- (c) During a leave under this Article, if the employee requests, the Employer will maintain the employee's salary and benefits that are eligible for continuation as set out in (c) above and the Union will be invoiced for the full costs of the salary and benefits continuation. For clarification, the benefits coverage eligible for continuation may only be continued for a duration of the leave.

### 21.03 **Personal Leave**

Employees wanting to take a personal leave under this Article must provide the Employer with a request in writing, four (4) weeks in advance, of the requested start of the leave, unless there are extenuation circumstances.

Leave of absence, without pay, but with no loss of seniority or benefits (if Employee continues to pay their portion of the benefit premiums) for up to four (4) weeks, may be granted to an employee for personal reasons, provided written permission is received from the Employer for such purposes.

### 21.04 **Bereavement Leave**

- 1) Leaves of absence with pay will be granted to Employees in the following circumstances:
  - i) Up to five (5) consecutive days for the death of a spouse, partner, parent, stepparent, child, stepchild, sibling, or stepsibling.
  - ii) Up to three (3) consecutive days for the death of a grandparent, grandchild, child-in-law, child-in-law, sibling-in-law, sibling-in-law, parent-in-law, parent-in-law.
- 2) An employee's supervisor may grant leave requests for significant relationships, including requests that reflect the cultural background and diversity of employees with persons not specifically covered above and/or an employee's chosen family. Such requests shall not be unreasonably denied.
- 3) Spouse, partner, for purposes of bereavement leave will be defined as in the Family Law Act and will also include a partner of the same sex.
- 4) Any further additional leave may be requested with the understanding it would be without pay. Permission for such leave shall not be unreasonably denied. In such cases, the use of accrued vacation, compensatory and/or unpaid time may be used.
- 5) Bereavement leave will be based on scheduled working days, over a period of consecutive days as stipulated within the above limits thereby ensuring there will be no monetary loss during scheduled working days during such leave. Employees are to let the employer know when the consecutive days listed in this article begin. It is understood that the consecutive days will be commenced no later than one month following the death of the family member.

- 6) An Employee can defer one (1) day of their entitlement as determined above, for the purposes of attending the interment, burial, celebration of life or memorial service.

#### 21.05 **Pregnancy Leave**

An Employee will be granted pregnancy leave in accordance with the provisions of the Employment Standards Acts, 2000.

(a) **Four weeks Notice of Return from Pregnancy Leave**

An Employee may return from such leave prior to the expiration of the dates provided. Notice of said return to work must be provided at least (4) weeks in advance of the date of return.

(b) **Reinstatement**

An Employee returning from pregnancy leave shall be reinstated in the Employee's previous position if it still exists and at a rate of pay not less than that which the Employee was receiving at the time of the beginning of the pregnancy leave. If the position does not exist, the Employee shall be reinstated to a comparable position.

(c) **No loss of Vacation or Sick time Entitlements**

It is understood that while an Employee is on pregnancy or parental/adoption leave, there shall be no loss in vacation or sick leave entitlements.

(d) **Part-time/Relief Employees will accrue seniority as follows:**

The Employer will average the best thirteen (13) weeks for number of hours worked in the previous fifty-two (52) weeks, from the last day worked.

#### **Parental Leave**

(a) **Period of Leave**

An Employee will be granted unpaid parental leave for a period of up to and including sixty-three (63) weeks, or up to sixty-one (61) weeks where the Employee also took Pregnancy Leave, upon request and verification of:

(b) **Commencement of Parental Leave**

The parental leave of an Employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave must begin no more than sixty-one (61) or sixty-three (63) weeks the day the child is born or comes into the custody, care and control of a parent for the first time.

(c) Notice of Commencement of Leave

The Employee must provide the Employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The Employer shall continue to pay the premiums for all applicable benefits during the parental leave if the Employee continues to pay their portion.

**Adoption Leave**

An employee will upon request, be granted a further unpaid leave of absence for up to seventeen (17) weeks for adoption of a child. Written notice for the additional leave must be provided in conjunction with the notice of parental leave. The employee shall continue to accumulate seniority and service benefits during said adoption leave. The Employer shall pay the premium for all applicable benefits for the seventeen (17) week adoption leave.

21.07 General Leave

An employee, who has been employed at Wyndham for two (2) years, shall be entitled, to a leave of absence without pay and without loss of seniority up to a twelve (12) month period provided the Employee requests such leave for good and sufficient cause. Unless the employee agrees to pay both the Employer and the Employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee does agree to pay 100 % of the premiums, only Life, AD&D, Extended Health and Dental benefits coverage will be continued in accordance with the contract of insurance between the Association and the insurance carrier. Such request shall be in writing and subject to the approval of the Employer.

21.08 Education Leave

Leave of absence without pay, but without loss of seniority, may be granted to a, Employee, who has been employed at Wyndham for two (2) years, to return to school for the purposes of upgrading work related skills and/or gaining the educational requirements for future positions for a minimum period of thirty (30) calendar days and a maximum of one (1) calendar year. Such leave may be extended by mutual agreement of the parties up to an additional year. Unless the Employee agrees to pay both the Employer and the Employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee does agree to pay 100% of the premiums, only Life, AD&D, Extended Health and Dental benefits coverage will be continued in accordance with the contract of insurance between the Association and the insurance carrier. The Employee shall give the Employer a much notice as possible with a minimum written notice of sixty (60) calendar days being required. Such leave will not impede the effective operations of the Association.

## **ARTICLE 22 – SALARY AND WAGES**

- 22.01 The Employer shall normally pay wages bi-weekly on Friday in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary and deductions.
- 22.02 Should the Employer make a-n error on an employee's pay, that error shall be corrected, and payment made by the end of the business day where reasonable possible, excluding Saturday and Sunday, of notification of the error.

## **ARTICLE 23 – EMPLOYEE HEALTH BENEFITS**

### **23.01 Employee Health Benefits**

- a) For those employees who are receipt of benefits the Employer will pay one hundred percent (100%) towards the cost of the following benefits as outlined in articles 23.02, which must be read subject to the conditions of the carriers. Th employer's liability is limited to payment of premiums only.
- b) The employer will not participate either in full or in part toward the premium cost for any part of the employee benefit program when an employee is off unpaid for any reason in excess of thirty (30) calendar days except for:
- i) An employee on pregnancy leave to a maximum of seventeen (17) weeks,
  - ii) An employee on parental/adoption leave, to a maximum of sixty-three (63) weeks,
  - iii) An employee on adoption leave in accordance with Article 21.05c) , to a maximum of seventeen (17) weeks.
- c) An employee absent on WSIB, subject to Article 13.04, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty-six (36) months, whichever is the lesser.
- d) An employee on layoff, to a maximum of three (3) months, subject to the provisions of Article 8.06(c).

If the employer does allow an employee to continue benefits beyond the thirty (30) calendar day period, then arrangements suitable to the employer must be made before expiration of the thirty (30) calendar day period, and such arrangements will be automatically terminated and coverage lost if the employer is not reimbursed as per the arrangements agreed to.

### **23.02 The benefits available are the following:**

a) **Dental**

Basic Dental Services	100%
Endo/period dental services	100%

Major dental services	50%
Dental exams	1 per 6 months
Basic and Endo/Perio dental services	\$1000/year
Bitewing x-rays	2 per 6 months
Cleanings	1 per 6 months
Complete oral exams	1 per 36 months
Diagnostic exams	1 per 12 months
Fluoride	1 per 6 months
Major dental services	\$1000 per year
Panoramic film or complete x-rays	1 per 24 months
Periodontal occlusal equilibration	8 units per year
Periodontal root planning	8 units per year
Periodontal scaling	8 units per year
Periodontal surgery	4 sites per year
Recall exams	1 per 6 months
Reline/repair dentures	1 per 36 months

b) **Health Coverage Information**

All other EHC services	90%
Coinsurance	90%
Hospital	100%
Out of Country	100%
Vision care	100%
Vision care for adults	\$250.00 per 24 months
Acupuncturist	\$500
Aero chambers	\$5000 per lifetime
Apnea monitor	\$5000 per lifetime
Audiologist	\$500 per year
Breast prosthesis	2 per 24 months
Cervical collar	\$5000 per lifetime
Chest percussors/drainage boards/sputum stands	\$5000 per lifetime
Chiropractor	\$500 per year
Compression hose	2 per year
Continuous positive airway pressure machine (CPAP)	\$5000 per lifetime
Convalescent Hospital	180 days per year
Diabetic monitoring equipment	\$5000 per lifetime
Diagnostic services in private clinic	\$500 per year
Dietician/Nutritionist	\$500 per year
Each prosthetic limb and artificial eye	\$2500 per lifetime
Enuresis alarm	\$5000 per lifetime
Eye exam for adults	1 per 24 months

Hearing aids and repairs	\$500 per 5 years
Home Nursing care	\$10,000 per year
Intermittent positive pressure breathing machine (IPPB)	\$5000
Laser eye surgery	\$500 per lifetime
Massage therapist	\$500 per year
Mist tents	\$5000 per year
Naturopath/homeopath	\$500 per year
Nebulizer	\$5000 per year
Occupational therapist	\$500 per year
Orthopedic shoes and orthotics	\$300 per year
Osteopath shoes and orthotics	\$300
Osteopath	\$500
Peak flow monitor	\$5000 per lifetime
Physiotherapist	\$500 per year
Podiatrist/Chiropodist	\$500
Prosthetic Socks	5 pairs per year
Psychologist/Social workers	\$500 per year
Speech aids	\$1000 per lifetime
Speech therapist	\$500 per year
Suction pumps	\$5000 per lifetime
Surgical bras	2 per year
Tracheostoma tubes	\$5000 per lifetime
Traction apparatus	\$5000 per lifetime
Transcutaneous nerve stimulator (TENS)	\$5000 per lifetime
Travel benefits plus – out of country or province repatriation	\$10,000 per trip
Travel benefits plus-out of country or province-out of pocket expenses	\$2500 per trip
Travel benefits plus-out of county or province-return of vehicle	\$3000 per trip
Vision care for adults	\$250 per 24 months
Wigs and Hair pieces	\$200 per lifetime

### 23.03 **Employees without Benefits Prescribed**

Part-time and full-time employees will be provided with a health care spending account of \$850 for full-time and \$650 for part-time effective April 1, 2024, per year. Effective April 1, 2026, full-time employees will receive \$1200 and part-time will receive \$800 per year.

## **ARTICLE 24 – HEALTH AND SAFETY**

### 24.01 Working Conditions

The Employer shall establish healthy and safe working conditions and shall take all reasonable precautions to protect the health and safety of the Employees.

24.02 Co-operation on Safety

The Employer agrees to abide by the terms and conditions of the Health & Safety Act as described in current Provincial Legislation.

24.03 No Disciplinary Action

No Employee shall be disciplined for refusal to work on a job or to operate any equipment, which is unsafe.

24.04 Transportation of Accident Victims

Employees will be transported to the hospital if required and any cost will be covered by the Employer.

24.05 Workplace Safety and Insurance Act Coverage

An employee receiving Workplace Safety and Insurance Benefits shall accumulate seniority and be entitled to all benefits of this agreement subject to the provisions of Article 25.

The Employer agrees that an employee who is injured while working, shall, upon return to work, be reinstated to the position, shift, and rate held at the time of the injury provided the employee is capable and qualified to perform the former employment. The Employer will apply the modified duties plan subject to the capabilities of the injured employee, based on their medical documentation, and the work available.

The Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7.

24.06 Grievance on Safety

An employee, or a group of employees, who is/are required to work under conditions which they believe are unsafe or unhealthy shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling. This does not preclude the employee's right to refuse unsafe work under the Ontario Occupational Health and Safety Act.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

25.01 The Employer undertakes to notify the Union in advance of any technological changes that the Employer has decided to introduce which will change the status or working conditions of the Employees within the Bargaining Unit.

25.02 In the event of the introduction of any new computer equipment or software program, which require an Employee to upgrade their skills, the Employee shall be given a reasonable period of time to acquire the skills necessitated by the introduction of the equipment/programming. The Employer will assume the cost of

in-service training, or tuition and mileage, and there shall be no reduction in normal earnings during the training period for any such Employee. Training shall be given during the hours of work whenever possible.

## **ARTICLE 26 – GENERAL CONDITIONS**

### **26.01 Proper Accommodation**

Upon request for accommodations, the Union, Employer, and the Employee will jointly meet to assist with accommodation for Employees who may need modified duties/work and/or are returning to work.

The Employer will permit the Union to utilize employer technology to communicate.

### **26.02 Meeting Facilities**

The Union will be permitted to utilize meeting space for meetings.

## **ARTICLE 27 – JOB SECURITY**

### **27.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions shall continue in so far as they are consistent with this Agreement.

### **27.02 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body the Employer will make every effort to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer;
2. all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer;
3. all work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
4. conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers;
5. no Employee shall suffer a loss of employment as a result of the merger;
6. preference in location of employment in the location wherein the merger has taken place shall be on the basis of seniority.

### **27.03 Portability of Service Credits**

When an employee of the Employer transfers to another employer within the province, the Employer shall try to transfer the employee's pension, sick leave and other services credits to the new employer whenever possible.

27.04 Contracting Out

Should the Employer decide to contract out work or services currently performed by bargaining unit members that will result in layoffs, the Employer will provide the Union Executive Director with as much advance notice as possible and in no case less than six (6) weeks. In consultation with the Union Executive Director and/or the CUPE National representative, all efforts will be made to avoid layoffs.

**ARTICLE 28 – TERM OF AGREEMENT**

**28.01 Term of Agreement**

The Parties hereto agree that this Agreement shall be effective until March 31, 2027, from year to year unless notice of desire to amend or terminate the Agreement is given by either Party to the other Party, not more than ninety (90) days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for purpose of negotiations within thirty (30) days after such notice upon request to do so.

**28.02 Notice of Change**

Either Party wishing to propose changes to this Agreement shall within the period of ninety (90) days before the termination date, give notice in writing, to the other Party of the changes proposed.

**28.03 Retroactivity**

All changes in the new Agreement, which are of a compensation nature, shall be adjusted retroactively to the day following the expiry date of the expired agreement unless otherwise specified.

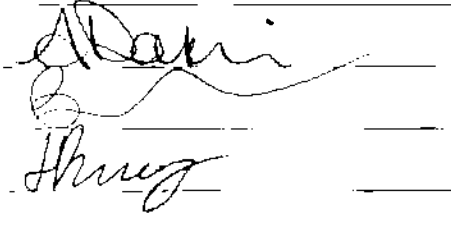
**28.04 Mutually Agreed Changes**

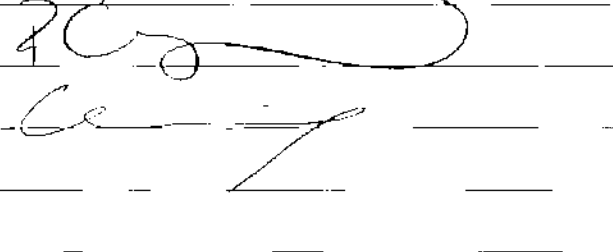
Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

This Agreement was signed at Guelph, Ontario, this 5<sup>th</sup> day of April, 2024.

For the Union

For Wyndham House





## SCHEDULE A – WAGE GRID

### YOUTH SUPPORT WORKER (FULL-TIME AND PART-TIME)

	<b>Effective Tues., February 14, 2023</b>	<b>Effective Mon. April 1, 2024</b>	<b>Effective Tues. April 1, 2025</b>	<b>Effective Wed. April 1, 2026</b>
Probation-3 months	\$19.67	<b>\$20.36</b>	<b>\$20.92</b>	<b>\$21.76</b>
3 Months - Year 1	\$20.71	\$21.42	<b>\$22.01</b>	<b>\$22.89</b>
1yr – 2yrs	\$20.96	<b>\$21.68</b>	<b>\$22.28</b>	<b>\$23.17</b>
2 - 3 Years	\$21.21	<b>\$21.93</b>	<b>\$22.54</b>	<b>\$23.44</b>
3 - 4 Years	\$21.46	<b>\$22.19</b>	<b>\$22.80</b>	<b>\$23.71</b>
4 - 5 Years	\$21.71	<b>\$22.44</b>	<b>\$23.06</b>	<b>\$23.98</b>

### YOUTH SUPPORT WORKER (RELIEF)

	<b>Effective Tue., February 14, 2023</b>	<b>Effective Mon. April 1, 2024</b>	<b>Effective Tues. April 1, 2025</b>	<b>Effective Wed. April 1, 2026</b>
Probation-3months	\$19.43	<b>\$19.87</b>	<b>\$20.42</b>	<b>\$21.24</b>
3Months-1Yr	\$20.45	\$20.91	\$21.49	<b>\$22.35</b>
1Yr - 2 Years	\$20.70	\$21.17	\$21.75	\$22.62
2Yrs - 3Years	\$20.95	\$21.42	\$22.01	\$22.89
3Yrs - 4Years	\$21.20	\$21.68	<b>\$22.28</b>	<b>\$23.17</b>
4Yrs - 5Years	\$21.45	\$21.93	\$22.53	\$23.43

### TEAM LEAD

	<b>Effective Tues., February 14, 2023</b>	<b>Effective Mon. April 1, 2024</b>	<b>Effective Tues. April 1, 2025</b>	<b>Effective Wednesday April 1, 2026</b>
Probation	\$21.13	\$21.14	\$21.72	\$22.59
Year 1	\$22.24	\$23.00	\$23.63	\$24.58
After 2 Years	\$22.49	\$23.25	<b>\$23.89</b>	<b>\$24.85</b>
After 3 Years	\$22.74	\$23.51	\$24.16	<b>\$25.13</b>
After 4 Years	\$22.99	<b>\$23.76</b>	<b>\$24.41</b>	<b>\$25.39</b>
After 5 Years	\$23.24	\$24.02	\$24.68	<b>\$25.67</b>

**CLINICIAN**

	<b>Effective February 14, 2023</b>	<b>Effective April 1, 2024</b>	<b>Effective April 1, 2025</b>	<b>Effective April 1, 2026</b>
Start	\$61,350.00	\$62,730.38	\$64,455.46	\$67,033.68
After 1 Year	\$62,372.50	\$63,775.88	\$65,529.72	\$68,150.91
After 2 Years	\$63,395.00	\$64,821.39	\$66,603.98	\$69,268.13
After 3 Years	\$64,417.50	\$65,866.89	\$67,678.23	\$70,385.36
After 4 Years	\$65,440.00	\$66,912.40	\$68,752.49	\$71,502.59
After 5 Years	\$66,462.50	\$67,957.91	\$69,826.75	\$72,619.82

**CASE MANAGER AND PEER WORKER**

	<b>Effective February 14, 2023</b>	<b>Effective April 1, 2024</b>	<b>Effective April 1, 2025</b>	<b>Effective April 1, 2026</b>
Start	\$43,967.50	\$44,956.77	\$46,193.08	\$48,040.80
After 1 Year	\$46,012.50	\$47,047.78	\$48,341.60	\$50,275.26
After 2 Years	\$48,057.50	\$49,138.79	\$50,490.11	\$52,509.72
After 3 Years	\$50,102.50	\$51,229.81	\$52,638.63	\$54,744.17
After 4 Years	\$52,147.50	\$53,320.82	\$54,787.14	\$56,978.63
After 5 Years	\$54,192.50	\$55,411.83	\$56,935.66	\$59,213.08

**NURSE**

	<b>Effective February 14, 2023</b>	<b>Effective April 1, 2024</b>	<b>Effective April 1, 2025</b>	<b>Effective April 1, 2026</b>
Start	\$61,350.00	\$62,730.38	\$64,455.46	\$67,033.68
After 1 Year	\$63,395.00	\$64,821.39	\$66,603.98	\$69,268.13
After 2 Years	\$65,440.00	\$66,912.40	\$68,752.49	\$71,502.59
After 3 Years	\$67,485.00	\$69,003.41	\$70,901.01	\$73,737.05
After 4 Years	\$69,530.00	\$71,094.43	\$73,049.52	\$75,971.50
After 5 Years	\$71,575.00	\$73,185.44	\$75,198.04	\$78,205.96

\*\* Retro payments for 2023 active employees will be paid by March 31, 2024

**Note: Anniversary increases** Youth Support employees will be provided with a \$0.25 cent increase on their annual anniversary up to a maximum of \$1.25 or 5 years of service. Case manager employees will be provided with a \$1000 dollar increase on their annual anniversary up to a maximum of \$5000 or 5 years of service.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND**  
**WYNDHAM HOUSE INC**

**Re: Schedule Changes – New Schedule(s)**

Thirty (30) days following ratification of a collective agreement the parties will meet to discuss and come up with potential eight (8) and twelve (12) hour schedules. The union will have two (2) representatives and the employer will have two (2) representatives. All time spent in the committee will be paid time.

The parties agree that schedules other than the current twelve (12) hour schedule agreed to in Article 16 may be developed in order to improve quality of working life and to ensure adequate staffing resources. The parties agreed to implementing one (1) new schedule during the life of the current collective agreement. The parties agree that such innovative schedules may be determined by the Employer and the Union, subject to the following provisions:

- a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- b) These schedules will pertain to shift schedules in the Youth Emergency Shelter and LTR's.
- c) The introduction of such schedules will have a three (3) month trial period and shall be determined by the mutual agreement of the Employer and the Union.
- d) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative department schedule for the trial period.
- e) Following the trial period an innovative schedule shall be introduced in the Youth Emergency Shelter and LTR's when:
  - i) Sixty-six percent (66%) of employees in the department indicate by secret ballot, and
  - ii) The Employer and the Union have agreed to implement the schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- f) An innovative schedule may be discontinued in the Youth Emergency Shelter and LTR's when:
  - i) Sixty-six (66%) of employees in the department indicate by secret ballot, or

- ii) The Employer and the Union have determined the inability to provide a workable schedule.
- g) The secret ballots referred to in e) and f) above:
  - i) Must be counted and verified in the presence of a Union representative, and
  - ii) Shall not take place unless six (6) months has elapsed from the date of any such previous ballot in the department.
- h) Any schedule that is agreed and implemented shall be recorded with all negotiated terms and conditions outlined in a Letter of Understanding and will be attached to the Collective Agreement.

Signed at September, Ontario this 27 day of 2023,  
2023.

For Wyndham House:

[Signature]  
[Signature]  
[Signature]

For CUPE Local 5526:

[Signature]  
[Signature]  
[Signature]