

COLLECTIVE AGREEMENT

between

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

and its Local 2195

and

YOUTH SERVICES YSB OF OTTAWA

April 1, 2022 – March 31, 2025

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ARTICLE 1 - PURPOSE

- 1.01 In order to better realize the mission of the YSB to assist young people, the general purpose of this Agreement is to promote the mutual interests of YSB and its staff and to provide an orderly collective bargaining relationship between YSB and the Union with respect to the Bargaining Unit as defined herein and to provide a method for the prompt disposition of grievances and the efficient operation of YSB.
- 1.02 Both parties agree to administer this Agreement in good faith. This Agreement shall be regarded as a complete and full statement of the relationship between YSB and the Union.
- 1.03 Previous Documents and Agreements: All documents, letters, memoranda of understanding or agreements whether verbal or written not specifically renewed in this agreement are null and void.

ARTICLE 2 - INTERPRETATION AND DEFINITION

- 2.01 For the purposes of this Agreement:
- a) **Assistant Director** means a person who is assigned responsibility to support the Director in effective management of a program or service of YSB;
 - b) **Bargaining Unit** means employees who fall within the scope of Article 3;
 - c) **YSB** means the Youth Services Bureau of Ottawa;
 - d) **Consultation** means that YSB shall, in advance of any changes that are made, present for comment, discuss with, and consider submissions by the Employees without any obligations to accept or accede to any requests or statements made by the Employees;
 - e) **Coordinator** is the person who is assigned administrative responsibility for the day-to-day operation of a program, unit or residence;
 - f) **Day**: For the purposes of this Collective Agreement, a day shall be interpreted to mean a calendar day; from 12:00am to 11:59:59 p.m.
 - g) **Working day** shall mean any day other than Saturday, Sunday or recognized holiday where YSB's offices are closed;
 - h) **Director** means a person who is assigned responsibility for a program or service of YSB;
 - i) **Employee** means a person who is a member of the Bargaining Unit;

- i. **Full-time Employee** is any Bargaining Unit member who makes a commitment to be available and is scheduled to work a regular number of hours in each scheduled rotation period in excess of twenty-four (24) hours per week;
- ii. **Regular part-time Employee** is any Bargaining Unit member who makes a commitment to be available and is scheduled to work a regular number of hours in each scheduled rotation period up to a maximum of twenty-four (24) hours per week;
- iii) **Casual Employee** is any Bargaining Unit member who may elect to work or not, and whose hours may fluctuate from week to week at the discretion of the Employer or the Employee, according to the Employee's commitment to work as indicated by their availability on the 'casual part-time staff availability form';
- iv) **Temporary Employee** may be hired to replace an employee who will be on an approved leave of absence, absence due to Workplace Safety & Insurance Board disability, sick leave, long-term disability or personal leave. Temporary employees are hired for the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration, save and except where the temporary employee alleges that the termination was for reasons that would constitute a violation of the Ontario human Rights Code or the Labour Relations Act;

A temporary employee may also be hired to perform a special non-recurring task, which will last no longer than twelve (12) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer. The Employer shall notify the Chief Steward and the Employee of such an extension at least (30) days before the end of the temporary assignment;

When the employer approaches the Union at the 11th month and agreement to extend is not granted or at the 18 month the employer will post the job/position as permanent;

This Article would not preclude such temporary employees from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a permanent position and completes her/his probation period following entry into a permanent position the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no

break in service longer than thirty (30) days between the end of the employment as a temporary employee and the start of employment as a permanent employee;

The Employer will outline to employees selected to fill such vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment;

Temporary Employees who are employed in Temporary position for a period of less than twelve (12) consecutive months will not be eligible for the full time benefit package, with the exception of vacation, sick leave, and the Employee Assistance Program;

- j) **Executive Director** means the individual who has the overall responsibility for the operation of the Youth Services YSB of Ottawa;
 - k) **Local** means Local 2195 of the Canadian Union of Public Employees;
 - l) **Local Representative** means an Employee who represents any or all Employees on behalf of the Local;
 - m) **Service Area** means any of the following administrative divisions: Community Services, Mental Health Services, Employment Services and Youth Justice Services;
 - n) **Program:** Sub-categories within each service area
 - o) **Temporary Position** may be filled with a Permanent Employee or may be filled by a Temporary Employee in accordance with Article 21. In the case of the latter all terms and conditions of current employment will remain in place;
 - p) **Termination** includes all instances of discharge;
 - q) **Union** means the Canadian Union of Public Employees;
 - r) **Work week** is defined as that period falling between 12:01 a.m. Sunday and 12:00 midnight Saturday;
- 2.02 In the Collective Agreement, whenever the singular is used, it shall mean and include the plural.
- 2.03 The masculine and feminine pronouns through the Agreement are used for succinctness and refer to all genders.

ARTICLE 3 - RECOGNITION

- 3.01 YSB recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all Employees of YSB, save and except Assistant Director, Program Manager, Manager, the Director, and persons above the rank of Director, Administrative and Office Employees, nurses and Maintenance Employees.

ARTICLE 4 - RELATIONSHIP

4.01 Union Membership

Within thirty (30) days of employment, all employees of the Employer shall, as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

- 4.02 YSB and the Union also agree that there will be no intimidation, discrimination, interference, restraint, coercion or influence exerted or practised by either of them or by way of their representatives or members because of any Employee's membership, or because of the Employee's activity or lack of activity in the Union.

- 4.03 The Local agrees that it, its officers, agents, representatives and members will not engage in Union activities during working hours or on YSB's property, except as authorized by the Agreement or by the Executive Director or designate.

- 4.04 Dues check-off shall continue during the lifetime of the Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making new Agreement.

- 4.05 No Employee shall be required or permitted to make a verbal or written agreement with YSB or a representative of YSB which may conflict with the terms of this Agreement, without the written consent of the Local.

- 4.06 Volunteers will not perform duties which are identified in the job descriptions of members of the Bargaining Unit. The use or presence of students shall not be considered a factor in the determination of full or part time work schedules.

4.07 Collection of Dues

The Employer shall remit the amount of the regular Union dues, initiation fees, or assessments levied by the Union on its members to the National Office of the Canadian Union of Public Employees, copied to Local 2195 fifteen (15) days following the month in which they were collected. Each such remittance shall be

accompanied by a list of names; the amount of dues collected from each member, and amount of regular wages.

Union dues will be deducted from the employee's gross wages which includes any retroactive salary adjustments and acting pay.

4.08 **Joint Health and Safety Committee**

- a) YSB agrees to establish Joint Occupational Health and Safety Committees in accordance with the Occupational Health and Safety Act as amended from time to time that shall be charged with maintaining standards of Health and Safety in order to prevent accidents, injury and illness. The committees shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. Management shall respond within twenty-one (21) days to any recommendation from the Joint Health and Safety Committees.
- b) The Committees shall consist of at least two (2) Representatives of the Local and a worker member from each site.
- c) At least two (2) employer representatives and two (2) union representatives shall be certified.
- d) The employer shall provide the paid training for certification.
- e) Committees or Representatives shall meet every three (3) months or more often as necessary.
- f) Committees or Representatives shall be provided access to necessary information to enable it to fulfil its functions. In addition, the Committee shall be given access to health and safety records and any other pertinent information.
- g) Representatives shall be provided two (2) hours per month paid time to prepare for the committee meeting, conduct inspections and other work related to the committee.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of YSB and the direction of the Employees are fixed exclusively in YSB. Without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of the Collective Agreement such functions include the right of YSB to:

- a) Maintain order, discipline and efficiency.
- b) Hire, promote, demote, classify, transfer, suspend, layoff and recall, and to discipline or discharge any Employee, for just cause, provided that a claim by an Employee who has acquired seniority that she/he has been discharged or disciplined without just cause may be the subject of a grievance.
- c) Make, enforce and alter from time to time reasonable policies, procedures and rules to be observed by the Employees, which policies, procedures and rules shall not be inconsistent with the provisions of the Agreement. YSB shall notify the Local of its intention to make or alter policies and procedures and the Local shall be given the opportunity to make representation regarding such policies and procedures.
- d) Determine the nature and kinds of business conducted by YSB, the kinds and locations of operations, equipment and materials to be used, to control materials and parts, methods and techniques of work, the content of jobs, schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operation of any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with YSB except as specifically limited by the express provisions of the Agreement.
- e) Designate a Negotiating Committee composed of four (4) members designated by the Executive Director, and one (1) advisor solely for the purpose of collective bargaining.
- f) In addition to the Negotiating Committee YSB shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purpose of dealing or negotiating with the Local or the Union.

ARTICLE 6 - UNION REPRESENTATION

6.01 YSB acknowledges the right of the Local to elect or otherwise select an Executive Committee, Grievance Committee composed of four (4) Employees and a Negotiating Committee composed of four (4) Employees and one (1) Union Representative, solely for the purpose of Collective Bargaining. The four employees participating in the Negotiating Committee will be paid, at their regular rate of pay, for a total of one hundred and twenty (120) hours of face to face meetings with YSB's Negotiating Committee. YSB will confirm with the Local how these one hundred and twenty (120) hours are distributed between the committee members of the Negotiating Committee.

- 6.02 It is understood the Employees on the Grievance Committee have their regular work to perform on behalf of YSB. The Employees on the Grievance Committee shall be allowed time off without loss of pay to process a grievance, provided it does not interfere with the operations of YSB. If it is necessary for Employees on the Grievance Committee to process a grievance during their working hours, they shall not leave work without first obtaining the permission of their supervisor and such permission shall not be unreasonably withheld.
- 6.03 The Local shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees who shall have access to YSB's premises, upon notification to the office of the Executive Director, in order to investigate, or to assist in negotiations of a dispute, provided this does not interfere in the efficient operation of YSB
- 6.04 Employees may have access to their own personnel files. Such access shall be in the presence of the Executive Director or a designate. Copies of an Employee's own personnel file may be obtained by the Employee. A Local Representative shall have access to an Employee's personnel file provided that the Employee concerned gives permission, in writing, to YSB with a copy to the Local Representative.
- 6.05 The Local shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purposes of dealing or negotiating with YSB.
- 6.06 The Local shall provide YSB with a regularly updated list of the names of all those members holding positions within the Local: The Executive Committee, the standing committees, and the stewards. The Local will also inform YSB of changes or vacancies in such positions.

ARTICLE 7 – COMMITTEES

- 7.01 The parties recognize the establishment of a Labour-Management Committee to deal with matters of mutual concern which are outside the negotiation and grievance procedures. This committee will be made up of, the Executive Director or designate, one additional management representative, the President of the Local or designate, and any/all of the Executive as the Local deems necessary. With the agreement of the Parties, additional members may be permitted to participate in this committee. The Committee shall meet every two months or at the request of either party to this agreement. The following routine shall apply:
- a) The agenda shall be set by mutual agreement.
 - b) The parties shall schedule meetings at a mutually agreeable time during working hours.

- c) Meetings may be cancelled upon reasonable notice by either party.
- d) It is understood and agreed that the committee will not discuss grievances nor will any discussion prejudice the grievance procedure.
- e) In the event that the parties are unable to agree on the disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons therefore.
- f) Minutes of Labour-Management Committee meetings shall be recorded on a rotating basis.

7.02 Fiscal Advisory Committee

- a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee, to its final stages of completion, to assist the Employer in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- b) Where the Employer experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Funders, the Employer agrees that revisions to the budget will be carried out in consultation with the Union.
- c) In furtherance of the foregoing, the Employer agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Employer at his or her regular or premium rate as may be applicable.
- e) Should issues arise around the performance and / or administration of the CAAT pension plan, the Union Representative(s) will be included in discussions and consultations related to the plan. Both parties recognize that CAAT is exclusively responsible for the administration of the plan.

7.03 It is understood that, from time to time, the Employer will be required either by law or the nature of its work, to form committees to accomplish its goals. When Employee participation is required on these committees it is understood that they shall be asked to do so without loss of pay, and Employees required to attend meetings outside of their scheduled hours of work shall be compensated at their regular rate of pay. This time off without loss of pay shall be to attend committee

meetings and to complete the required approved work of the committee. This includes but is not limited to: Joint Health & Safety Committee, Pension Advisory Committee, Workplace Harassment Committee, Labour/Management Committee, Job Evaluation Committee and Rainbow Committee.

ARTICLE 8 – DISCRIMINATION AND HARASSMENT

- 8.01 YSB is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any YSB workplace. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures, as defined in Article 12 (Discipline, Suspension, and Discharge). Harassment is illegal in the workplace and will not be tolerated.
- 8.02 YSB shall maintain a policy on Harassment in the workplace in accordance with the Ontario Human Rights Code, and the Occupational Health and Safety Act. Any violation of this policy as of the date of ratification will be considered a violation of this Collective Agreement.
- 8.03 The Employer and the Union agree that there shall be no discrimination or harassment against any employee on the basis enumerated in the Ontario Human Rights Code, as amended from time to time, specifically by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and member of dependents, disability, The parties agree that there shall be no discrimination or harassment based on membership in the Union.
- 8.04 In any complaint involving a claim of harassment under this policy, either raised by or against a member of the Union, the affected employee(s) whether complainant or respondent, shall be advised to their right to have a Union Steward or his designate to meet with them at all steps of the investigation procedure. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter. Only those on a “need to know” basis will be provided information with regards to a complaint. Final reports of any investigations will be shared with the Union’s designated Representative.
- 8.05 The Employer, or their delegate, will notify the Chief Steward of any reported cases of harassment of a union member.

ARTICLE 9 – CORRESPONDENCE TO THE UNION

- 9.01 YSB and the Local will share the cost and will provide all Employees with one (1) copy of the Agreement within thirty (30) days of signing. Employees will be given a copy of the Agreement in the official language of the Employee's choice.

It is agreed that the Collective Agreement was negotiated in English and that, for purposes of interpretation, the English version shall prevail over the French version.

- 9.02 YSB shall provide a bulletin board in each of its decentralized facilities and at the head office for the exclusive purpose of posting the following notices: Seniority Lists, Job Postings, any material that may be of interest to Union Members, and Notices of Local Meetings; such bulletin board to be maintained and monitored by the Local. If any concerns about the material are identified YSB will inform the Local and the materials will be removed until the dispute can be resolved.
- 9.03 YSB shall, in writing, notify the Recording Secretary on a monthly basis of the occurrence of all hiring, terminations, layoffs (notify all YSB Staff), recalls, promotions, transfers, leaves of absence, gapping, vacancies and appointments.
- 9.04 YSB shall provide the Local with all information relevant to salary rates, pension and benefit plans which Employees may require in order to be fully aware of their benefits and coverage. YSB shall also provide the Local with technical information that is beneficial or necessary for the Employees to carry out their duties.
- 9.05 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Local or designate and the National Staff Representative of the Union with a copy to the Secretary of the Local.
- 9.06 It shall be the duty of the Employee to notify the People & Culture department promptly of any change of address by submitting the update through the designated electronic system. Should the Employee fail to do so, YSB shall not be responsible for the failure of any notices, which may be required under the Agreement to reach the Employee.

Addresses will be updated in January and June by the Employer and provided to the Recording Secretary of CUPE Local 2195.

- 9.07 Copies of any new, altered or updated job descriptions that are created during the term of this Agreement shall be given to the Local. YSB shall provide to the Local through the Recording Secretary quarterly updated lists of all job titles in the Bargaining Unit. See 32.03a.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 **Grievance** means a difference arising between the parties relating to the interpretation, application, administration, alleged violation of the Collective Agreement or working conditions, including any question as to whether a matter is arbitrable.

10.02 Complaint Stage

It is the mutual desire of the parties that all complaints and grievances shall be attended to and settled as quickly as possible. It is understood that Employees, with the assistance of the Local Representative if so desired, may present an oral complaint to their immediate supervisor without resorting to the grievance procedure below. Such complaint may be submitted within fifteen (15) working days of the time the Employee knew or should have known of the occurrence of the event or events giving rise to the complaint. Except as otherwise provided, it is understood that Employees shall have the option of first discussing any alleged complaint or grievance with their Director, before filing a grievance at Step 1. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

Grievance Stage

Step 1:

The Union may submit a written grievance to his/her Director, stating the name of the aggrieved Employee and the nature of this grievance. Such grievance must be submitted within fifteen (15) working days of the time the Employee knew of the employer's response under the complaint stage of this article. The grievance must be signed and dated by the aggrieved Employee. The Steward or designate must accompany the Employee to a meeting with the Director concerned which shall be held within five (5) working days of the receipt of the grievance. The Director shall deliver a reply to the grievance, in writing, within five (5) working days from the date of the meeting.

Step 2:

Failing settlement of the grievance at Step 1 or the failure of the Director to submit a reply within the prescribed period of time, the Union may present the grievance, in writing, to the Executive Director within five (5) working days from the date on which the decision of the Director was due. The Executive Director or designate shall meet with the aggrieved Employee and the Steward or designate to discuss the grievance within ten (10) working days of receiving the above grievance at Step 2. The Executive Director shall release a decision, in writing, within ten (10) working days from the date of such meeting, a copy of which shall be sent to the Employee and the Steward or designate.

Step 3:

Failing settlement of the grievance at Step 2, or failure of the Executive Director or designate to reply within the ten working days of the meeting with the Steward or designate to discuss the matter, either of the parties may submit the grievance to Arbitration as hereinafter provided within ten (10) working days.

- 10.03 The Local shall have the right to process individual grievances arising from Article 8 commencing at Step 2, furthermore the Local has the right to process Policy or Group Grievances in cases where more than one (1) Employee has been affected or where a grievance could not be processed by an individual Employee, commencing at Step 2.
- 10.04 The time limits fixed in the grievance procedure may be extended by mutual written agreement of the parties.
- 10.05 Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process prior to Step 3, they will notify the other party of their desire to proceed to interest-based grievance mediation within ten (10) working days. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for management and labour to solve problems. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process. If mediation does not resolve the matter to the satisfaction of either party, either party can refer the matter to Arbitration within ten (10) working days of the mediation process being completed.

ARTICLE 11 - ARBITRATION

- 11.01 When the parties mutually agree, grievances which have been properly processed through all of the requisite steps of the Grievance Procedure within the prescribed time limits may be submitted to a single arbitrator.
- 11.02 The party wishing to submit the grievance to a single arbitrator shall make such request in writing, by Priority Post or Email, including the names of three (3) proposed arbitrators to the other party within ten (10) working days after the receipt of the reply at Step 3 of the Grievance Procedure.

The other party shall respond within twenty (20) working days after the receipt of the request for a single arbitrator, with the name of the individual that the party has selected from the list provided, or three (3) alternative arbitrators.

If the party requesting arbitration does not agree to any of the names proposed by the other party, the matter shall be referred within ten (10) working days to the Ministry of labour for appointment of an arbitrator by the Ministry.

The single arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

The arbitrator shall not have the authority to alter, modify, change, add to or detract from any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this Collective Agreement or to provide redress applicable to the time prior to the date of the filing of the grievance.

The parties agree to share equally the costs associated with the appointment of the single arbitrator.

- 11.03 The Board of Arbitration shall be composed of one (1) person appointed by YSB, one (1) person appointed by the Local and one (1) person to act as Chair chosen by YSB and Local appointee.

Within ten (10) working days of the request in writing by Priority Post or Email of either party for a Board of Arbitration, the other party shall notify, in writing, the party requesting arbitration of their appointee to the Board. Should the other fail to so notify within the time limits prescribed, the party requesting the arbitration may apply to the Minister of Labour within ten (10) working days requesting the appointment of a representative for the other party. The two (2) appointees shall within ten (10) working days of the appointment of the second appoint a third person who shall act as Chair.

Should the appointees chosen by the parties fail to agree upon a third person to act as Chair within ten (10) working days of the appointment of the second, a party may apply to the Minister of Labour for the appointment of a Chair.

The Board of Arbitration shall hear and determine the grievance at issue and shall issue a decision. The decision shall be final and binding upon the parties hereto, and upon any Employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration but if there is not a majority the decision of the Chair shall govern.

The Board of Arbitration shall not have the authority to alter or change any of the provisions in the Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent of this Collective Agreement.

Each of the parties to the Collective Agreement shall pay for the fees and disbursements of its appointee to the Board of Arbitration and shall share equally the fees and disbursements of the Chair of the Board of Arbitration.

- 11.04 The time limits fixed in this arbitration process may be extended by mutual written consent.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 The authority to suspend, discharge or otherwise discipline an Employee rests with management. An Employee who has completed his probationary period may be disciplined, suspended or discharged, but only for just cause. When the Employer has completed its investigation and decided to discipline an Employee in the form of a written reprimand, suspension or discharge, it shall have a meeting with the Employee in the presence of a Union Representative. The parties understand that the purpose for the attendance of the Union Representative at the meeting is to advise and support the Employee. The Employee and the Union in accordance with Article 9 shall be advised in writing by the Employer at the time for the reason for such written reprimand, suspension or discharge.

Where a Director and/or Coordinator are party to an investigation, investigations shall be conducted by a Director from another division or a representative from the Human Resource Department.

12.02 Rights to a Union Steward

Where a manager intends to interview an employee, which may result in disciplinary actions, the manager shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with management personnel which might be the basis of disciplinary action.

12.03 Administrative/investigatory leave will take place when there is an ongoing investigation either internal or external. Full-time and regular Part-time Employees on administrative leave will be paid for any scheduled shifts.

Part time employees will be remunerated based on their average income calculated for the three (3) months period, immediately preceding the administrative leave. Any period of approved unpaid leave shall not be included on the calculation.

In the event an employee is being investigated by a third party, and the Employer is aware of it, the Employer shall notify the employee of their right to have the support and/or representation of a Union Representative.

Unpaid suspension will be considered disciplinary in nature and therefore grievable.

- 12.04 An Employee who is discharged or suspended shall be given, upon request, the reason(s) for such discharge or suspension in the presence of a Local Representative. A written statement of such reasons shall be given to the Employee and, upon the Employee's request; a copy of such statement shall be given to the Local.
- 12.05 A claim by an Employee to have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the Local at Step 2 of the Grievance Procedure within ten (10) working days of the date of discharge or suspension and, for the purposes of this Article, Step 1 shall be waived. Such special grievance may be settled by mutual agreement at any time under the Grievance Procedure by:
- a) Confirming the Employer's action in discharging or suspending the Employee;
 - b) Reinstating the Employee with full compensation for time lost;
 - c) Any other arrangement which is just in the opinion of the conferring parties, a single arbitrator, or the Board of Arbitration, if appointed.
- 12.06 The release or discharge of an Employee during the probationary period shall be at the sole discretion of the employer and shall not be the subject of a grievance or arbitration, provided that the release is based on a fair and proper assessment against reasonable standards of performance and suitability and is not a violation of Ontario Human Rights Code or for exercising their rights under this Collective Agreement.

ARTICLE 13 – ACCESS TO EMPLOYEE FILES

- 13.01 YSB shall provide adequate and continuous supervision for Employees throughout their term of employment. Upon request, Employees shall have access to their supervision file. Supervision notes will be documented in a timely fashion. Each Employee shall attend all designated periods of instruction in supervision held during the Employee's working hours, and be prepared as required for same. Supervision will be scheduled at a mutually agreeable time except in cases of emergency.
- 13.02 Upon request, an employee has the rights to review information contained within their personnel file in the presence of the Executive Director or her designate.
- The employee has the right to make copies of any information they have access to.
- The employee has the right to respond in writing to any such document which is placed within their personnel file within fifteen (15) work days. Such reply shall become part of the permanent record.

13.03 Any verbal reprimand, letter of reprimand, suspension, termination or other disciplinary sanction, with the exception of those which concern professional misconduct regarding clients, shall be removed from the file of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the Employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 14 – EMPLOYEE SUPERVISION

14.01 Upon completion of the written performance appraisal the employee will receive a copy and shall sign the document to confirm receipt. The employee shall have the opportunity to add written comments to the performance appraisal. All performance appraisals shall be placed in the employee's personnel file. The contents of such appraisals shall not be grievable nor shall it contain any reference to any form of discipline or investigation.

14.02 On an annual basis YSB will complete a performance evaluation on each employee. On an annual basis YSB will work with staff to prepare Employee Work Plans designed to assist the individual in identifying their specific abilities and maximizing their potential. These plans are to be for the purposes of meeting career goals, organizational objectives and of achieving greater efficiency. It is understood that the work plan may be used as a tool in assessing employee performance.

14.03 Work plans will be developed as part of the supervision process and by mutual agreement. The plan shall be reviewed annually.

Work Plans and appraisals shall be in the official language of the employee's choice, provided the employee is working in a unit that is officially designated by YSB to provide services in that official language.

ARTICLE 15 - HOURS OF WORK/SCHEDULING PRACTICES

15.01 The following clauses are intended to define the normal hours of work and shall not be considered as a guarantee of hours of work per day or per week.

15.02 (F.T.) The normal scheduled hours of work for Full Time employees shall be forty (40) hours per week and will include paid thirty (30) minute eating periods, after five (5) hours of work. Part Time employees will be scheduled for 24 hours less.

15.03 Employees required to attend meetings outside of their scheduled hours of work shall be compensated at their regular rate of pay.

15.04 (P.T)

- a) Regular part-time Employees may work more than their predetermined hours occasionally, and will be paid at their regular job rate for the extra hours worked.
- b) YSB will endeavour, on a unit-specific basis, to utilize bona fide occupational requirements and seniority in equitably allocating available shifts to casual Employees. Equitable allocation of shifts will be averaged over the full master base rotation. When there are additional shifts after base scheduling then they will be distributed by seniority.
- c) Shifts filled on a short notice basis (less than twenty-four (24) hour notice) shall be filled using the following method:
 - These shifts will be offered using mass distribution to all eligible employees.
 - The Central Scheduling Team shall notify the coordinator in charge or designate of the available shift.
 - The coordinator in charge or designate shall notify the employees working that there is an available shift.
 - The most senior employee who responds within 30 mins and is eligible for the shift shall be awarded the shift.
- d) Where less than thirty-six (36) hours, but more than twenty-four (24) hours notice is given, calls will be carried out on a seniority basis where a fifteen (15) minute window of opportunity is given.
- e) Calls to staff where notice is greater than thirty-six (36) hours will be given a one (1) hour period of time to respond. Calls to employees must be made in order of seniority.
- f) Unit specific seniority lists shall be posted.
- g) Shifts will include paid thirty (30) minute eating periods after five (5) hours of work.
- h) A call order list will be generated between the parties and will be available in each unit

15.05 YSB shall endeavour to post shift schedules ten (10) working days in advance of implementation. In no case shall shift schedules be posted less than five (5) working days prior to implementation.

a) Short Term Change:

Changes of a short duration (two weeks or less) to the schedule for full and RPT employees will be done by mutual consent except in extraordinary circumstances.

b) Long Term Change:

Where the employer is contemplating changes of a permanent nature to the schedule, the Employees and the Union will be notified in writing two (2) months in advance. This notice will include the rationale for the required changes.

This notice period can be waived per mutual agreement between the Employer and Union.

15.06 YSB shall consult with Employees affected when determining schedules of work.

15.07 (P.T.) A part-time Employee shall be remunerated for any shift cancelled with less than thirty-six (36) hours' notice.

Employees who are offered alternative work for the shift and choose to decline shall not be remunerated for the shift.

15.08 An employee shall be required to submit a record of hours worked and taken through the appropriate software platform used by YSB. The employee shall submit this to the Director or designate.

15.09 Casual Employees must submit their availability for work on YSB's scheduling program. Availability for work must be negotiated between the Employer and Employee. Changes in availability must be negotiated and mutually agreed upon between the Employer and Employee. Agreement to such changes shall not be unreasonably withheld. Availability will be reviewed in advance of each base rotation. Once the shift is accepted by the casual employee it is considered committed unless excused by bona fide reason. Failure to submit availability will result in no shift assignments and may lead to progressive discipline.

Casual Employees shall not have grievance and arbitration rights in the event of termination due to lack of work.

Casual Employee who are unavailable for four (4) weeks or more over a base rotation period or have refused 5 or more offers of work consistent with their availability over a base rotation period, may be subject to progressive discipline.

Multiple shifts refused for the same calendar day will be recorded as one (1) refusal.

For purposes of this article, no call back within 2 hours will be deemed a refusal for shifts within the employee's identified availability.

15.10 Casual Employee Availability

Casual employees will provide availability with the following criteria to be met:

- Provide a minimum of 8 shifts of availability for work per month including two (2) weekend shifts over the base rotation period, with the exception of approved leaves of absence.
- A weekend will be considered a shift starting from Friday 3 p.m. to Monday 7 a.m.
- Provide a minimum availability for work of two (2) full shifts from these four calendar days: December 25, December 26, December 31 and January 1.
- When a shift overlaps a holiday by a minimum of four (4) hours, availability for that shift shall be considered as being available for a single holiday shift.

15.11 Shifts on the base rotation shall be a minimum of 4 hours.

15.12 The parties agree that the following guidelines will be observed when YSB considers the approval of Employee initiated requests for reduced work weeks.

- a) Although benefits will be maintained, the accrual of sick, vacation, float, stat, life insurance and LTD benefits will be pro-rated.
- b) All reduced work weeks will be reviewed annually to determine the status for planning purposes.
- c) In the event of a layoff, positions which are held by an Employee who is working a reduced work will be considered as regular full-time.
- d) A minimum of four (4) weeks' notice will be required by either party to terminate a reduced work week arrangement. This notice period can be waived or reduced per agreement between the Union, Employee and Employer.
- e) Where there is a conflict between this Article and other Articles of the Collective Agreements, this Article shall prevail.
- f) The Union shall be informed of all such arrangements.

15.13 Employees will be allowed to request a shift exchange under the following circumstance:

- The Employee finds their own replacement,
- The request is made at least forty-eight (48) hours prior to the beginning of the shift,
- The exchange does not lead to overtime,
- The jobs are identical (role and BFOR), and
- The exchange is documented and signed by both Employees and their Coordinator or Director.

15.14 Base Rotation Scheduling Protocol

- a) The duration of a shift is not relevant for the base of rotation for the purposes of equal distribution of shifts (15.04b)
- b) Shift selection will occur between the hours of 8:00AM and 10:00 PM
- c) Regular Part-time and Casual Employees will ensure their availability to work is updated by the due date communicated by the Employer ahead of each base rotation exercise, and in accordance with Article 15.10
- d) The scheduler or employer, upon request, shall provide the employee a copy of the current list of available shifts prior to their selection time to expedite the selection process.
- e) The process for base rotation scheduling is the following:

Round 1:

To determine the number of shifts each member will be allotted in round 1, the number of available shifts is divided by the number of employees who have provided availability to work. In order of seniority, employees are offered to choose their allotment, each employee being given a one (1) hour timeframe to do so. All shifts will be included in this exercise, regardless of any applicable BFOR designations.

Should an employee miss their allocated time period, by either failing to call or by not being available at the contact number provided, and call in later, they will be allowed to select shifts that are available at the time of their call, right after any employee currently selecting their shifts has completed their selection.

Round 2:

Offered in order of seniority, employees may choose to accept or decline multiple shifts from those remaining.

Round 3

Shifts remaining after the second round will be assigned equitably to employees based on availability and in reverse seniority. Regular Part-time employees will not be included in round 3.

If shifts remain after round 3, they will be offered according to Articles 15.04 and 16.07.

15.16 Base rotation scheduling will occur twice per year. Ahead of scheduling, the Employer will communicate all key dates related to scheduling. The base rotation periods will run from April to September and from October to March.

15.17 Coordinators and the local will have access to the shift tracking sheet system. The tracking sheet system will indicate the available shift, when employees were called for the shift, and their response to the offer.

ARTICLE 16 – OVERTIME, PREMIUM PAY AND ON-CALL HOURS

16.01 Except in cases of emergency, all overtime must be authorized in advance.

16.02 Any overtime in excess of forty-four (44) hours of work per week shall be accumulated at one and one half the regular rate.

16.03 Employees required to work beyond a regularly scheduled shift due to a staffing emergency shall accumulate those additional hours at time and one half of the employee's regular rate.

16.04 Effective January 1, 2001, an employee who works during the hours between 11:00 p.m. and 7:00 a.m. inclusive shall receive a shift premium of fifty cents (\$0.50) per hour for all hours worked within that period.

16.05 (FT) All on call hours and hours accumulated in 16.01, 16.02, and 16.03 shall be compensated by:

- i) Time off at a time agreed upon by the Employee and the Director as long as this time is taken within the same fiscal year in which it was earned. Hours accumulated in the last two (2) pay periods of the fiscal year are not subject to this limitation and may be carried over to the next fiscal year.

- ii) Payment in both i) and ii) all electronic time sheets must be submitted and verified prior to approval or payment" did not make sense and agreed to remove "payment in both i) and ii)
- iii) For employees who currently have more than one hundred (100) hours in their bank at the time of ratification, the employer will meet with the member and a union representative to develop a plan towards reducing the bank.

16.06 Employees shall not carry more than forty (40) hours in their banks. Employees are expected to use banked hours for time off prior to accessing their vacation hours. In the event that an employee has more than forty (40) hours in their bank, these hours shall be paid out quarterly, providing this time has been verified in accordance with 16.05 ii.

16.07 Overtime opportunities on each occasion shall be offered to employees in the following order:

- i) Full time employees within the program by seniority who have declared their availability in writing,
- ii) Part time employees within the program by seniority who have declared their availability in writing,
- iii) Full time employees within the program services, by seniority, who have declared their availability in writing.
- iv) Part time employees within the program services, by seniority, who have declared their availability in writing.
- v) Other employees

ARTICLE 17 - PROBATION

17.01 YSB shall conduct an orientation program for all first-time Employees prior to the mid-point of the probationary period.

17.02 In pursuing YSB's commitment to support the professional development of staff, YSB shall equitably fulfil the training needs of staff regardless of their program of origin.

Training opportunities will be identified through consultation and posted as they occur.

17.03 YSB shall provide program specific training and orientation for all Employees.

17.04 YSB shall provide a written appraisal of the employee's performance prior to the completion of the probationary period. Such appraisal shall be used to assess the performance of the employee to make the employee aware of the effectiveness of their performance, to assist in the planning and training opportunities for employees, and to assist in the development of the professional potential of employees. The employee shall receive a minimum of two documented supervisory meetings during this probationary period.

17.05

- a) There shall be a probationary period of 720 hours or six months whichever is less at work from the date of commencement of employment for new Employees. The probation period will be extended by any periods of absences of ten (10) consecutive scheduled work days or longer. Where the employee has previously completed the probationary period as a part time employee, a second probationary period is not required. Where the Employee is appointed to a full time position during the part time probationary period, the employee shall be required to complete the unfinished portion of the initial probation period.
- b) An Employee who is new to YSB will remain in a unique Service Area until completion of their probationary period before they are eligible to apply for other positions within YSB.

17.06 Employees shall receive written notice when they have completed their probationary period. If no notice is received at the end of the probationary period, the probationary period shall be deemed to have been completed.

Trial Period

17.07 A current Employee who obtains a new position in a Bargaining Unit shall be allowed a trial period of twelve (12) weeks. If at the end of this twelve (12) week trial period, YSB or the Employee determines that the Employee in question is not suitable for the new position, the Employee shall be transferred back to his/her former position with no loss of seniority, sick leave, vacation credits or other health and wellness benefits. The employee shall receive formal supervisory meetings monthly during this trial period.

17.08 (F.T.) Vacation leave shall be instituted upon completion of the probationary period. Vacation entitlement shall be calculated as of the date of last hire. All Employees shall be entitled to sick leave credits as specified in Article 25.

ARTICLE 18 – NEW EMPLOYEES

18.01 All new Employees will be given a copy of their job description, their classification and annual salary rate on their first day of employment.

- 18.02 YSB agrees to make new Employees aware of the fact that a Collective Agreement is in effect and to provide each new Employee with a copy of the Collective Agreement on their first day of employment.
- 18.03 On commencing employment, the Employer shall introduce the new Employee to his/her Union Representative and provide notice of a new hire to the Recording Secretary. The representative shall be given an opportunity to meet with each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 19 – SENIORITY

- 19.01 **Seniority:** With the exception of vacation leave and Article 15.04 (b), seniority shall be on a Bargaining Unit wide basis and shall mean total length of service in the Bargaining Unit, calculated in hours. An employee shall accrue a maximum of 2080 hours per year. When Employees transfer from part-time employment to full-time employment, or vice-versa, they shall retain their seniority.
- 19.02 Seniority for all Employees shall be calculated on hours paid from date of last hire, with 2080 hours paid being considered as equivalent to one year. For purposes of this provision, paid hours include paid leaves of absence, paid sick leave, vacation, statutory holidays for which the employee is eligible, paid and unpaid Pregnancy and/or Parental leaves WSIB, LTD and Union leave. Notwithstanding the foregoing, no employee shall accumulate more than one year of seniority in any twelve-month period.
- 19.03 Seniority shall be a factor used in determining preference or priority for hiring, promotion, transfer, filling vacancies, vacation preference, layoff, permanent reduction in the workforce, and recall. Seniority shall operate on a bargaining unit wide basis.
- 19.04 Seniority shall terminate and Employees shall cease to be employed by YSB when they:
- a) Resign in writing;
 - b) Are discharged and are not reinstated through grievance procedure or arbitration;
 - c) fail to report to work within ten (10) days after being notified by the YSB following layoff unless alternative arrangements for reporting to work are made with the Director within that ten (10) day period;

- d) are absent from work in excess of three (3) working days without sufficient cause or without notifying YSB unless such notice was not reasonably possible;
- e) fail to return to work upon termination of an authorized leave of absence or utilize a leave of absence for purposes other than those for which leave of absence was granted.
- f) has not worked for YSB for reasons of illness or injury for a consecutive 24 month period and there is no prognosis at that time for a return to work with or without accommodations. This provision does not apply to an Employee who is suffering a compensable injury in the meaning of the Workplace Safety and Insurance Board legislation.

19.05 Seniority will be retained, but not accumulated, when the employee is on an approved leave of absence in excess of thirty (30) calendar days unless otherwise specified in this Agreement.

19.06 Seniority lists shall be posted in all workplaces on bulletin boards, and on the Employer's intranet in advance of Base Rotation scheduling of each year or at the time of a layoff. Employees shall have fifteen (15) calendar days after posting to challenge the list.

ARTICLE 20 - LAYOFF AND RECALL

20.01 **Layoff** shall mean the discontinuation or reduction in hours of a position or positions, with the exception of casual part time positions, due to a lack of work or reduction or discontinuation of a service or program, in the event of a layoff, the Employer will notify:

- I. the Local Executive
- II. any affected staff
- III. program staff
- IV. all other staff as appropriate

20.02 Advance Notice of Layoff - unless legislation is more favourable to the Employee, YSB shall give advance notice to Employees who are to be laid off according to the following:

- 1. Employees with more than four months but less than five years of service will receive a minimum of five (5) weeks' notice in advance of the actual date of layoff.
- 2. Employees with five years or more of service will receive notice in advance of the actual date of layoff equivalent to one week of notice per year of service to a maximum of ten (10) weeks.

3. If work is not provided for during the period of notice Employees shall be paid for the days for which work was not made available.
- 20.03 Employees in receipt of a notice of layoff will be provided with reasonable time off from work with pay to attend job interviews.
- 20.04 An Employee who is laid off shall be entitled to a cash equivalent of all vacation leave credits accrued as of the day of layoff.
- 20.05 Employees in receipt of a notice of layoff will have the opportunity to meet with the Human Resources Director or designate within five (5) working days, or at a mutually agreed upon time, to review their options. Employees may be accompanied to this meeting by a representative of the Local.
- 20.06 Employees in receipt of a layoff notice shall have, subsequent to the meeting identified in Article 20.05, a further period of 10 days to advise YSB, in writing, of their application for positions for which they qualify and which they would prefer by reason of seniority.
- 20.07 a) An Employee who is recalled from layoff shall be credited all seniority as of the date of layoff.
- b) (F.T.) an Employee who is recalled from layoff shall be credited all sick leave credits as of the date of layoff.
- 20.08 Where required, layoff notice will be given to the Employees with the least seniority, in the position being eliminated in the Unit affected.

20.09 **Bumping**

Staff in receipt of a notice of layoff may displace workers on a Bargaining Unit wide basis if they;

- a) Have more seniority
- b) Could reasonably achieve the necessary skills and abilities within six (6) months of appointment,
- c) Meet bona fide occupational qualifications where applicable, and
- d) Displace into a position which has an equal or lower job rate than the job rate of their current position.

Individuals who are determined by management to have the necessary skills and abilities to perform the work of the new position shall be provided with a familiarization period of twelve (12) weeks. This twelve (12) week period shall consist of formalized orientation and training which will be reviewed with the immediate supervisor. Monthly supervision will occur during this trial period. For

employees who require six (6) months to achieve the necessary skills and abilities as described in (b) above, the trial period shall be extended to six (6) months.

20.10 Preferential Right to Job Vacancies

No new employee(s) shall be hired until all qualified laid-off employees have been given notice of available job postings and have been given the opportunity to apply.

Employees on lay-off are entitled to apply for any job vacancies arising out of job posting.

An employee, laid-off, will be placed on a recall list for a maximum of twelve (12) months or until they have been recalled to their regular position.

An employee who has been on recall and has been successful in bidding into another position shall have the privilege of returning to the job/position she held prior to the lay-off should it become vacant within twelve (12) months.

It is the Employer's responsibility to ensure that all laid off employees are notified of all job vacancies/postings for which they may qualify and it is the employees' responsibility to ensure that the Employer has their most recent address, email and phone number(s) on file.

An employee may choose to forgo their recall rights following the layoff. In such circumstances, the employee's employment will be terminated.

RECALLS

20.11 Notice of Job Availability

YSB will provide each Employee on recall with notices of job availability through Priority Post or Email when available and preferred. Employees who do not expect to be available at their mailing address will be responsible for informing YSB of where they can be reached. YSB will also forward copies of all correspondence to the Local's Recording Secretary.

20.12 (F.T.) Notice of Recall

Staff who are in receipt of a layoff notice and who are unable to bump into another position will be permitted by the Employer to work as casual part-time employees without penalty.

20.13 **Grievance on Lay-offs and Recalls**

A grievance concerning layoff or recall shall be submitted at Step 2 of the Grievance Procedure.

20.14 **Benefits during Lay-off**

The Agency will pay the full premium for laid off employees as follows, subject to the terms of the benefit plans.

Dental Plan up to two (2) months from date of layoff

Extended Health Care Plan up to two (2) months from date of layoff

Group Life Insurance(s) up to two (2) months from date of layoff

For employees who are eligible according to the terms of the plan, and who indicate their wish to remain in the plans and provide a pre-payment to the Agency for the cost of such premiums, they may retain coverage for a further six (6) months.

Employees called back on short-term temporary recalls shall have their enrolment in the plans extended by the length of the short-term recall.

ARTICLE 21 - HIRING VACANCIES AND TRANSFERS

21.01 YSB agrees to post internally all vacancies or new positions which become open inside the Bargaining Unit. YSB shall send notice of vacancy by electronic means to all employees and post such notice on YSB's Intranet for a minimum of five (5) working days so that all members will know about the vacancy or new position.

Employees shall have the right to apply for such vacancies or new positions and be considered for the same. YSB agrees not to advertise outside nor consider external applicants for positions until all applicants from within the Bargaining Unit have been considered and have been notified in writing as to whether or not they are successful. It shall be the sole discretion of YSB to determine if and when a vacancy occurs. It is understood that all vacancies outside the Bargaining Unit will be open to application from non-bargaining unit staff.

It is the responsibility of the Local to post the notice of vacancy on their bulletin boards.

21.02 YSB agrees to post all non-bargaining unit positions below the classification of Director internally concurrent with any external advertisements. Internal applicants will be considered with the external candidates.

21.03 Any posting shall include the job title, salary range, the program and unit, the qualifications required, and the closing date of the competition. All postings will include a job description. It shall be the exclusive right of YSB to determine the qualifications for any vacancy and, upon request; the criteria upon which the hiring decision was made shall be forwarded to the Local.

21.04 When a vacancy occurs, the following factors shall be considered by YSB in evaluating candidates for the vacancy:

(i) Skill, ability, experience, knowledge, and training;

(ii) Seniority;

It is understood that where the qualifications referred to in (i) above are relatively equal, (ii) will govern.

Evaluations scores within 10% shall be considered relatively equal for candidates who qualify for the role.

21.05 All applicants shall be informed in writing as to the disposition of their application within ten (10) working days of YSB's hiring decision. In such cases where applicants are not to be interviewed, they will be given the opportunity to meet with the Director to review the reasons for the decision as soon as is practical following YSB's decision.

21.06 YSB shall fill all vacant or newly-created full-time positions by hiring full-time Employees within a reasonable time period. YSB shall notify the Local Recording Secretary when it does not intend to post a vacancy no more than fifteen (15) working days after the vacancy is created. This notification shall include reasons for the decision.

21.07 No employee shall be transferred to a temporary position outside the bargaining unit without the employee's consent. If an employee does take a temporary position outside the bargaining unit, they lose all seniority that they previously held and they will not be allowed to accrue seniority or be required to pay dues while outside the bargaining unit.

The employee shall have the right to return to the bargaining unit within twelve (12) months of the date that they left the bargaining unit to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be re-instated to the level that existed at the time they left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties. Such extensions will not be unreasonably withheld. Failing to return to the bargaining unit within the time stipulated will result in the permanent deletion of seniority.

21.08 When a vacancy occurs and is not anticipated to exceed three (3) months, YSB will distribute an expression of interest within the department. Where more than one Employee is interested, the position will be awarded by seniority.

ARTICLE 22 – TERMINATION/SEVERENCE

22.01 A Full Time, or Regular Part Time Employee who is on probation shall receive notice of termination, or pay in lieu of notice, of at least one week. Employees who have completed probation shall receive notice of termination as follows:

- a) Less than two (2) years - two (2) weeks.
- b) Two (2) to three (3) years - three (3) weeks.
- c) Three (3) to four (4) years - four (4) weeks.
- d) Five (5) years or more - eight (8) weeks.

22.02 An Employee who resigns or whose employment is terminated shall receive, in accordance with the Employment Standards Act, outstanding holiday pay, wages and pay for accumulated compensatory time. Employees who resign are expected to provide a minimum of two weeks' notice. Payment of outstanding wages, holiday pay, and accumulated compensatory time will be paid out within 3 weeks of the last day worked providing all time sheets have been submitted and approved.

22.03 Employees shall submit outstanding time sheets and expense claims before the last day of employment.

ARTICLE 23 - VACATIONS

23.01 All Employees who have been employed by YSB and have not completed their probation period, on resignation or termination of employment; receive in lieu of vacation pay an amount equal to four percent (4%) of their earnings up to the date of resignation or termination.

23.02 All Full-Time Employees shall receive annual vacation with pay calculated as follows:

- a) for Employees employed less than one year, 4.62 hours for every two week period of employment in the fiscal year for which the vacation is being calculated to a maximum of 120.12 hours.
- b) for Employees employed for eight (8) years or less, 6.16 hours for every two week period of employment to a total of 160.16 hours in the fiscal year. Maximum vacation accrual will be 240 hours.

- c) for Employees employed for more than eight (8) years, 7.7 hours for every two week period of employment to a total of 200.2 hours per fiscal year. Maximum vacation accrual will be 300 hours.

Vacation banks in excess of the maximum amounts prescribed will be paid out to the employee. For employees who, at the time of ratification, have vacation banks in excess of the maximum amounts, the employer will meet with the member and a union representative to develop a plan towards reducing the bank.

23.03 (F.T.) Vacation entitlement as set out above shall accrue bi-weekly during each calendar year and must be taken not later than six (6) months after the end of the twelve (12) month period for which vacation was earned. Requests for vacation advances will not be unreasonably withheld.

23.04 (P.T.) YSB shall give to each Employee with less than 5 years of employment vacation time off without pay of at least two (2) weeks upon the completion of each twelve (12) months of employment. Employees with more than 5 years of employment with YSB will be granted at least three (3) weeks vacation time off without pay. The Employer will follow the usual vacation approval process.

23.05 (P.T.) YSB shall pay Casual and Emergency Casual Employees an amount equal to and no less than

- i) 4 % of the wages of the Employee for 0 – 2,080 hours worked.
- ii) 6 % of the wages of the Employee for 2,081 – 16,640 hours worked.
- iii) 8 % of the wages of the Employee for above 16,641 – 31,200 hours worked.
- iv) 10 % of wages of the Employee for all hours above 31,201 hours worked

In accordance with ESA, Employees who have worked 5 or more years with YSB will be paid a minimum of 6% of wages regardless of the number of hours worked.

This payment shall be made on each pay.

23.06 (P.T.) YSB shall pay regular part-time Employees an amount equal to and no less than

- i) 6 % of wages of the Employee for 0 – 16,640 hours worked,
- ii) 8 % of the wages of the Employee for 16,641- 31,200 worked.
- iii) 10 % of wages of the Employee for all hours above 31,201.

This payment shall be made on each pay.

23.07 During the base rotation exercise, employees will submit their vacation requests for the upcoming base period. The due date will be communicated by the Employer in advance. Employees may indicate a second or third choice for preferred vacation periods.

YSB shall schedule the vacations giving preference to employees with greater seniority where preference can be given and shall post the vacation schedule as part of the base rotation schedules in the months of April and October.

Requests for vacation outside of the base rotation exercise shall be considered on a first-requested, first-granted basis with a response provided not later than ten (10) days following the request.

23.08 Any changes to the approved vacation schedule shall be made by mutual consent of the employee and the employer.

When Employees are requested by the Employer to work during their scheduled vacations, the hours worked shall be paid at double their regular rate of pay, and the equivalent will be restored to their vacation banks.

23.09 In the event that the Employee's request for vacation is refused, they shall be given reasons for such refusal in writing.

23.10 (F.T.) Where an Employee's scheduled vacation is interrupted by serious illness or hospitalization, the period of such illness or hospitalization shall be considered sick leave and shall not be counted against the Employee's vacation credits. The Employee will be required to supply YSB with a certificate completed by a legally qualified medical practitioner confirming the nature and duration of the Employee's illness.

23.11 YSB will advance an employee their full annual entitlement per Article 23.02 as of April 1st with the following conditions:

1. The Article applies to full time permanent employees only who are not on probation;
2. For employees who leave, retire, are laid off or are terminated, YSB will calculate the actual accrual for the employee based on their entitlement per Article 23.02 up to the date of termination. Where the employee has used more vacation time than they earned, YSB will recover any over-payment.
3. For employees who take an unpaid leave of absence or go on a reduced work week, YSB will calculate the actual accrual for the employee based on their entitlement per Article 23.02 and 15.13 up to the date of the unpaid leave or date the reduced work week begins. Where the employee has used more vacation time than they earned, YSB will recover any over-payment.

4. YSB will continue to use the normal processes in approving employee requests for vacation as identified in Article 23.08 and 23.10.
5. When there is a known layoff YSB will pro-rate the vacation allotment up to the employees last day of work.

ARTICLE 24 – HOLIDAYS

24.01 **Statutory holiday** means that period which begins at 12:01 a.m. on the date of the holiday and ends at 12:00 midnight on the same day.

24.02 (F.T.) The following holidays shall be observed with pay:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

One float day to be added to the Employee's time off bank as of January 1st each year.

In addition, any other statutory holidays proclaimed by the Federal or Ontario Provincial governments shall be granted.

24.03 (P.T.) The following holidays shall be observed with pay for all part-time employees.

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

24.04 A part-time employee who works on one of the above holidays other than Christmas Day, Boxing Day and New Year's Day shall be paid at the rate of one and one-half (1 ½) times their regular rate for each hour worked: A part-time employee who works on Christmas Day, Boxing Day and/or New Year's Day shall be paid at the rate of double times their regular rate for each hour worked.

24.05 (F.T.) Employees who work on one of these holidays (other than Christmas Day, Boxing Day, and/or New Year's Day) shall be compensated for that time at a rate which is time and one-half the regular rate of pay plus another day off with pay in lieu of the holiday which shall be taken on a working day determined by YSB in consultation with the employee concerned that is no more than three months

after the holiday or if the Employee and YSB agree, a day that is no more than 12 months after the holiday or on a working day determined by YSB in consultation with the employee concerned.

- 24.06 (F.T.) Employees who work on Christmas Day, Boxing Day, and/or New Years Day shall be compensated for that time at a rate which is double the regular rate of pay plus another day off with pay in lieu of the holiday which shall be taken on a working day determined by YSB in consultation with the employee concerned that is no more than three months after the holiday or if the Employee and YSB agree, a day that is no more than 12 months after the holiday on a working day determined by YSB in consultation with the employee concerned.
- 24.07 Employees shall not carry more than forty (40) hours in their stat bank. In the event that an employee has more than forty (40) hours in their bank, these hours shall be paid out quarterly providing this time has been verified.
- 24.08 Employees who use sick leave on a public holiday shall not receive any public holiday pay.
- 24.09 (P.T.) An employee who is regularly scheduled to work on one of the holidays noted in Article 24.03, and who is unable to do so because YSB's offices are closed, will be compensated for the hours they would regularly work.
- 24.10 (F.T.) An employee on vacation when a holiday is observed will receive an extra day's vacation with pay.
- 24.11 Employees who wish to observe religious holidays other than those listed above may arrange, in consultation with their supervisor, to exchange Good Friday, Easter Monday and Christmas Day for equivalent time off.
- 24.12 Any employee who is on a holiday as identified in article 24.02 (other than Christmas Day, Boxing Day, and/or New Year's Day) and who is required by YSB to work a non-scheduled shift on that day, shall receive pay at a rate which is double the regular rate of pay, plus one (1) additional day off with pay.
- 24.13 Any employee who is on a holiday on Christmas Day, Boxing Day, and/or New Year's Day and who is required by YSB to work a non-scheduled shift on that day shall receive pay at a rate which is triple the rate of pay, plus one (1) additional day off with pay.
- 24.14 This article applies to full time employees who normally work shifts greater than eight (8) hours in length. It does not apply to employees whose normal workweek is Monday through Friday. It does not apply to employees who work reduced workweeks in accordance with 15.12.
- i) Where a paid holiday falls within an employee's normal schedule and the employee is unable to work because the employer is closed in

recognition of the holiday, the employee shall receive the day off with pay such that his normal daily and weekly pay is not reduced.

- ii) Where a paid holiday falls within an employee's normal schedule and the employee is granted permission to celebrate the holidays time off work, provided that all of the employee's shift falls on the paid holiday, the employee shall receive the day off with pay such that his normal daily and weekly pay is not reduced.
- iii) Where a paid holiday falls within an employee's normal schedule and the employee is granted permission to celebrate the holiday as time off work, and where the employee's shift overlaps the paid holiday with the preceding or proceeding day, the employee shall be eligible to receive eight (8) hours off with pay. In such circumstance to ensure that their normal daily and weekly pay is not reduced, the employee may use vacation credits or accumulated lieu time to the extent that such credits are available to receive compensation for the remaining hours of their shift.
- iv) Where a paid holiday falls within an employee's normal schedule and the employee works on the paid holiday, with his shift beginning and ending on the paid holiday, the employee shall be paid time and one half the regular rate of pay for all hours so worked, plus the employee shall be allowed another day off with pay. Such other day off with pay shall be equivalent in number of hours to the number of hours worked on the paid holiday.
- v) Where a paid holiday falls within an employee's normal schedule and the employee works on the paid holiday, with either his shift beginning or ending on the paid holiday, the employee shall be paid time and one half the regular rate of pay for all hours so worked plus the employee shall be allowed eight (8) hours off with pay.
- vi) Where a paid holiday falls outside of an employee's normal schedule, and the employee does not work on paid holiday, the employee shall receive eight (8) hours pay in lieu of the paid holiday in addition to their normal weekly pay.

24.15 Part time staff will be entitled to 4.8% in lieu of public holiday pay. The 4.8% in lieu will be applied to regular earnings plus vacation pay and will be paid on each pay.

24.16 There shall be no pyramiding of benefits allowed within this agreement. The employee shall receive the greater benefit available to her/him.

ARTICLE 25 - SICK LEAVE

25.01 **Sick Leave** means the period of time an Employee is absent due to accident, sickness, disability or by virtue of being under examination or treatment of a legally-qualified medical practitioner.

25.02 Every Full-Time Employee shall be credited with 6 hours of paid sick leave for every two (2) weeks of active employment, pregnancy or parental leave. The rate of sick leave accumulation is pro-rated when Employees are employed for less than 40 hours per week.

25.03 (F.T.)

- (a) An employee who is absent for 5 or more consecutive days due to illness shall supply YSB with a certificate completed by a legally-qualified medical practitioner confirming the Employee's sickness.
- (b) Employees who are absent from work for extended periods due to sick leave may be required to confirm their fitness to return to their regular duties.

25.04 Employees who schedule medical or dental appointments during working hours will be required to make a formal request in advance of the appointment indicating the time of the appointment and the expected time they will return to work. This request must be approved by the Employee's immediate supervisor. Employees are expected to schedule such appointments outside of their working hours whenever possible.

25.05 (F.T.) A deduction will be made from an Employee's sick leave credits for each working day, or portion thereof, that the Employee is absent on sick leave.

25.06 (F.T.) Employees may accumulate up to a maximum of 720 hours of sick leave in their sick leave bank. The maximum sick leave entitlement for Employees who were employed by June 1, 1995 is 720 hours or their sick leave balance as of June 1, 1995 whichever is greater.

ARTICLE 26 – PREGNANCY AND PARENTAL LEAVE

26.01 An Employee who is pregnant shall be entitled upon application thereof to an unpaid leave of absence of at least six (6) months or such shorter leave of absence as the Employee may request. The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery. Seniority shall accumulate during this leave of absence.

- 26.02 The Employee shall give YSB at least two (2) weeks' notice, in writing, of the day upon which the leave of absence will commence and furnish YSB with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- 26.03 An Employee may shorten the duration of the six (6) week period mentioned in Article 26.01 upon giving YSB one week's notice of intent to do so and furnishing YSB with a medical certificate confirming that the Employee is able to return to work.
- 26.04 An Employee who intends to modify their planned return date from pregnancy or parental leave or decides to resign before the end of the leave or at the end of leave must provide four (4) weeks' notice to the Employer.
- 26.05 (F.T.) The Employee who receives Pregnancy Leave under Article 26.01 and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act is entitled to receive from YSB while on Pregnancy Leave:
- (a) A payment equal to ninety-five percent (95%) of one (1) weeks gross salary;
 - (b) for each of the fifteen (15) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Employment Insurance Commission.
- 26.06 (F.T.) An Employee who receives Pregnancy Leave under Article 26.01 and who is not entitled to receive Employment Insurance benefits, and who is employed by YSB for at least six (6) months immediately preceding the commencement of the leave, shall receive compensation from YSB equal to the amount paid under the Supplemental Employment Benefits Plan, in accordance with paragraph four (4) of the said Plan.
- 26.07 An employee who is eligible to take Parental Leave shall be entitled to an unpaid leave of absence of up to eighteen (18) months inclusive of any pregnancy leave. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- 26.08 Employees who have taken a Pregnancy Leave and who wish to also take Parental Leave must commence Parental Leave immediately 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.
- 26.09 Partners who wish to take a parental leave must commence such leave no more than seventy-eight (78) weeks after the day the child was born.
- 26.10 Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- 26.11 (F.T.) The Employee who receives Parental Leave is entitled to receive from YSB while on Parental Leave a payment equal to ninety-five percent (95%) of one (1) weeks gross salary.
- 26.12 (F.T.) The Employee who receives Parental Leave and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from YSB while on Parental Leave:

For each of the ten (10) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Employment Insurance Commission.

This benefit will be pro-rated in case the Employee opts for the extended parental leave, with the same total amount of top up benefits being paid over the longer period of time.

- 26.13 Employees are entitled during Pregnancy and Parental Leave to continue participation in all benefit plans. YSB shall continue to make YSB's contributions to the benefit plan unless the Employee gives YSB written notice that the Employee does not intend to pay, in advance, the Employees contributions during the period of the leave.
- 26.14 Employees shall be reinstated following return from Parental or Pregnancy Leave to the position the Employee most recently held if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.
- 26.15 Parents who are eligible for Pregnancy or Parental Leave but do not access these benefits are entitled to two (2) weeks of paid leave.

26.16 The parties agree that the following conditions will be considered to be incorporated under the provisions of Article 26 - Pregnancy/Paternity Leave and shall be binding on all parties.

- a) The Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; (Section 38 of the EI Regulations)
- b) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan; (Section 38 of the EI Regulations).
- c) YSB will inform Service Canada of any changes in the plan within thirty (30) days of the effective date of change; (Section 38 of the EI Regulations).

Compensation provided for under Article 26.06 will not be applicable to the Supplementary Unemployment Benefit Plan.

ARTICLE 27 – OTHER LEAVES

Family

Member of an Employee's immediate family means partner, child, parent, brother or sister.

Member of an Employee's family means partner's mother, partner's father, partner's brother, partner's sister, grandparents, partner's grandparents, and persons "in loco parentis".

- **Partner** means a person with whom the Employee has established an intimate relationship of some permanence.
- A **child** is defined as a child, step-child or foster child who is under 18 years of age.
- A **crime** is defined as an offence under the Criminal Code of Canada.

27.01 Third Party Medical Leave

(F.T.) If an Employee obtains sick leave with pay due to the act of a third party, for which the Employee is entitled to recover damages, the Employee may claim the amount paid by YSB representing salary for the leave period in any action brought by the Employee. Any amount so recovered will be paid to YSB. In all cases, if YSB is reimbursed for such leave taken, the number of days of sick leave for which YSB has been reimbursed shall be restored to the Employee's accumulated sick leave.

27.02 Employees may use up to 40 hours, (five-(5) days), of accumulated sick leave per year in order to care for their immediate family members who are ill. It is further understood that employees shall endeavor to make alternative care arrangements when possible.

27.03 Critical Illness leave:

“Critically ill” means that a person’s baseline state of health has significantly changed and their life is at risk as a result of an illness or injury. It does not include chronic conditions.

a) In the event of critical illness of a family member, an Employee who has been employed for at least six (6) consecutive months is entitled to a leave of absence without pay as follows

- Up to 17 weeks to provide care to a critically-ill adult family member
- Up to 37 weeks to provide care to a critically-ill child family member

This leave is granted upon provision of a note from a legally qualified medical practitioner that:

- States the child or adult is critically ill and requires the support of a family member
- Sets out the period during which the child or adult requires the care or support.

b) In addition to the above:

- In the event of a critical illness of a member of an Employee’s immediate family, the Employee shall be granted a leave of absence for up to five (5) days in a seven-day period. The Employer will pay for those shifts that the employee is scheduled to work during the leave period.
- In the event of a critical illness of a member of and Employee’s family, The Employee shall be granted a leave of absence for up to three (3) days in a five-day period. The Employer will pay for those shifts that the employee is scheduled to work during the leave period.

c) An employee who is on critical illness leave shall continue to accumulate service and seniority.

d) An employee on critical illness leave shall be reinstated to the position the employee most recently held, if it exists, or to a comparable position, if it does not.

- e) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums unless the employee gives YSB written notice that they do not intend to pay their contributions, if any.
- f) The employee shall submit a request to their Director and the Director of People & Culture in writing outlining their intended plan in advance of taking the leave or as soon as possible afterwards.

27.04 Family Caregiver Leave

The following clause is applicable to all employees covered by this Collective Agreement.

Family caregiver leave will be granted to employees to care for or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate.

Serious medical condition

For greater certainty, a serious medical condition may include a condition that is chronic or episodic.

- a) Employees shall be granted up to eight (8) weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the Employment Standards Act, 2000.
- b) In the event of a serious illness of a member of an Employee's immediate family, the Employee shall be granted a paid leave of absence for up to five (5) days in a seven-day period.
- c) In the event of a serious illness of a member of an Employee's family, the Employee shall be granted a paid leave of absence for up to three (3) days in a five-day period.
- d) An employee on family caregiver leave shall continue to accumulate seniority and service.
- e) An employee on family caregiver leave shall be reinstated to the position the employee most recently held, if it exists, or to a comparable position, if it exists.
- f) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums unless the employee gives YSB written notice that they do not intend to pay their contributions, if any.

- g) The employee shall submit a request to their Director and the Director of People & Culture in writing outlining their intended plan in advance of taking the leave or as soon as possible afterward.

27.05 Family Medical Leave

In accordance with the Employment Standards Act Employees shall be entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care or support to a family member in respect of whom a qualified health practitioner has issued a certificate indicating that they have a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. A medical certificate will be required.

If an employee takes a leave under this section and the family member does not die within a fifty-two (52) week period from the date of the initial request, the employee may, in accordance with this section, take another leave.

The employee shall submit a request to their Director and the Director of People & Culture in writing outlining their intended plan in advance of taking the leave or as soon as possible afterward.

27.06 Bereavement Leave

- a) In the event of the death of a member of an Employee's immediate family, the Employee shall be granted a leave of absence for five (5) days in a seven day period. The employer will pay for those shifts that the employee is scheduled to work during the leave period.
- b) In the event of the death of a member of an Employee's family, the Employee shall be granted a leave of absence for three (3) days in a five day period. The employer will pay for those shifts that the employee is scheduled to work during the leave period.

In special circumstances, YSB may grant an extension of time for such leave.

27.07 Death or Crime-Related Disappearance of a Child Leave

The following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

- a) An employee is entitled to a leave of absence without pay of up to 104 weeks in the event of the death or the child of the employee disappears and it is probable, considering the circumstances, that the child disappeared as the result of a crime, in accordance with section 49.6 of the employment Standards Act, 2000.

- b) An employee who is on Crime-Related Child Death or Disappearance Leave shall continue to accumulate service and seniority.
- c) An employee on Crime-Related Child Death or Disappearance Leave shall be reinstated to their former position upon their return from leave if it exists, or to a comparable position, if it does not.
- d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums unless the employee gives YSB written notice that they do not intend to pay their contributions, if any.
- e) An employee is not entitled to this leave if the employee is charged with the crime or if it is probable, considering the circumstances, that the child was a party to the crime.
- f) An employee who takes time away from work because of the crime-related death or disappearance of their child may be eligible for the Federal Income Support for Parents of Murdered or Missing Children.
- g) The employee shall submit a request to their Director and the Director of People & Culture in writing outlining their intended plan in advance of taking the leave or as soon as possible afterward.

27.08 Personal Leave

Employees shall make all requests for leave of absence without pay in writing, explaining why they are requesting the leave and the expected duration of the leave, at least ten (10) working days prior to the first day of such proposed leave, except in cases of emergency. Such requests shall be addressed to the Director of People & Culture who shall respond in writing within ten (10) working days stating whether the request is granted, and giving reasons for refusal if it is refused.

Decisions on personal leave requests will be made in consultation with Program Directors, taking into consideration the rationale for the request as well as operational requirements.

27.09 Pre-Paid Leave Plan

YSB agrees to establish a pre-paid leave plan, funded in whole by the Employee and subject to the following terms and conditions:

- a) **Eligibility:** This plan is available to all full-time Employees with a minimum of two (2) years seniority.
- b) Employees must make written application to the Director of People & Culture at least three (3) months prior to the intended commencement

date of the program. YSB shall respond in writing to the Employee's application within twenty (20) working days.

- c) During the salary deferral period, a maximum of twenty (20) percent will be deducted and held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan.
- d) The deferred salary shall be held by YSB in trust in an interest bearing account.
- e) All of the deferred income plus accrued interest shall be paid to the Employee in either one lump sum or in twenty-six (26) instalments in the year of the leave.
- f) Withdrawal from the plan is subject to a two (2) months' notice to the Director of People & Culture. In the event of the withdrawal of the Employee from the plan, the deferred salary plus accrued interest shall be paid to the Employee within one (1) month. In the event of the death of an Employee, the deferred salary plus interest shall be paid to the Employee's estate.
- g) Upon completion of the leave, the Employee shall be reinstated to the position the Employee most recently held, if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave of absence began.
- h) In the period that the Employee is on leave the vacation and sick leave credits shall cease to accumulate. Seniority shall not be interrupted.

27.10 Educational and Professional Development

Education Leave means leave to attend education courses, conduct research or be involved in a practicum or field placement of a nature and at an institution recognized and approved by YSB;

Each Employee has the right to request leave without loss of salary for professional development courses at the Employee's own expense provided that the course is approved by the Executive Director or Director People and Culture and that such leave does not interfere with the operations of YSB. Employees attending such activities agree to be present at all sessions and to submit a detailed report upon their return.

An Employee may request an Education Leave of Absence which may be unpaid, partially paid, or fully paid. In cases where the leave is partially paid or fully paid, the Employee shall be committed to return for a period of at least one day's employment for each day of Education Leave.

Should YSB refuse to grant an Education Leave of Absence, an explanation of such refusal shall be given in writing to the Employee within ten (10) days.

27.11 Conference Leave

Leave of absence without pay shall be provided for a total of forty (40) working days per calendar year for the Bargaining Unit, provided such leave to be shared by members of the Bargaining Unit with not more than two (2) Employees of the same Program away at the same time. The purpose of such leave is to attend Union conferences, conventions or meetings.

27.12 Leave of Absence for Union Functions

- a) Leave of Absence without pay and without loss of seniority shall be granted to employees, upon two (2) weeks advanced request to the Employer, to attend executive and committee meetings of CUPE, conferences and conventions of CUPE including its affiliated or chartered bodies. Where more than one employee is to be absent, permission from the Employer required. Such permission shall not be unreasonably denied. For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during leave period.
- b) Any employee who is elected or selected for a position with the Union, or anybody with whom the Union is affiliated shall be granted leave of absence by the Employer for a period of up to two (2) years without pay, but without loss of seniority.

27.13 Leave to Hold Public Office

YSB recognizes the right of Employees to participate in public affairs. Therefore, upon written request, YSB shall grant a leave of absence without loss of seniority and without pay so that Employees may be candidates in a Federal, Provincial or Municipal election. Such leave shall follow nomination of the candidate and shall terminate on Election Day.

An Employee who is elected to public office shall be granted a leave of absence without loss of seniority and without pay for the duration of one term of their office.

27.14 Jury Leave

Full-time Employees who are compelled to serve as jurors in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest shall be granted a leave of absence for this purpose.

Upon completion of their jury or witness service such employees shall present to YSB a satisfactory certificate showing the period of such service, if YSB so requests. This clause will not apply to a court action in which the Employee is a party.

YSB shall pay such Employee the wages that would otherwise have been earned at the regular, straight-time hourly rate. The Employee will reimburse to YSB all honorariums including jury duty pay and witness fees. Such leave shall not constitute a break in service for the calculation of benefits covered by the Agreement.

27.15 Benefits while on Leave

YSB shall continue to pay premiums for benefit plans for Employees who are on a paid leave of absence. Employees on unpaid leaves of absence may continue to participate in benefit plans if they pay the necessary premiums themselves, subject to the approval of the insurer. The Employee may arrange with YSB to prepay the full premiums for any benefits during the expected period of leave.

ARTICLE 28 - EMPLOYEE PROTECTION

28.01 YSB, at its expense, will provide legal representation to Employees who are being charged under the Criminal Code of Canada and/or sued civilly for reasons arising out of the conscientious performance of authorized duties.

ARTICLE 29 - REIMBURSEMENTS

29.01 Motor Insurance - Employees may be authorized to use YSB owned vehicles, and shall use these vehicles strictly for authorized business. All such vehicles shall be maintained in safe working order as required by the Highway Traffic Act. Employees shall report any defect in YSB's vehicles to YSB, and YSB shall investigate such report and make repairs where necessary.

29.02 YSB shall arrange, at YSB's expense, for appropriate insurance for all of YSB's vehicles. All Employees who drive YSB's vehicles shall be required to have appropriate, valid driving permits. YSB shall provide for each Employee authorized to drive YSB's vehicles an all-inclusive business use insurance policy providing for liability protection. In a second and subsequent accidents, an Employee who is found to be negligent or guilty by a court or insurance company, shall be responsible for paying the deductible portion of the insurance policy in a proportion corresponding to the degree of negligence or guilt as assessed by the court or insurance company.

29.03 Employees using their own vehicles with the authorization of YSB shall be reimbursed a kilometrage allowance of fifty-eight (58) cents per kilometer, as of the date of ratification of this agreement.

- (a) The Employer shall indicate on all job postings and job descriptions where access to a vehicle may be required. Employees shall be informed if they are required to transport staff or clients in their vehicles.
- (b) Employees who have been identified by the employer as needing access to a vehicle for work will be reimbursed on receipt of notice from the employee's insurance carrier that the cost of endorsement 6A resulted in an increase in the employee's automobile insurance rates, the Employer will reimburse the employee for the difference in the premium cost up to two hundred dollars (\$200.00) per year for the period April 1st to March 31st each year. Employees who are required to transport staff and/or clients in their vehicles shall inform their insurance carrier. A minimum of \$2 million in liability coverage is recommended.

29.04 YSB shall reimburse Employees for all authorized reasonable expenses incurred in the course of discharging their duties on behalf of YSB provided that receipts, where reasonably available, and a written account of all expenses are submitted by the Employee. Expenses incurred as a result of the negligence of an Employee shall not be reimbursed, but it is understood that an Employee will be reimbursed for paid parking tickets obtained during emergency circumstances.

29.05 The method for the reimbursement of expenses shall be as follows:

Employees must have their mileage claims signed by their immediate supervisor, prior to submission to the Finance Department. To ensure that the Finance Department has sufficient time to review the claim and produce the payment, claims will be processed as follows:

- The Employee must submit claims to their Supervisor by the 12th of each month.
- Supervisors must submit claims to the Finance Department by the 15th of the month.
- Reimbursements will be issued by the 25th of each month.

Wherever possible, employees will not accumulate expenses for more than two (2) months. YSB will reject reimbursement claims that are more than six (6) months old. Employees who receive advance expense money prior to ratification shall reimburse YSB upon termination of their employment.

29.06 Employees who suffer damages to their personal property in the normal course of their duties shall be reimbursed out-of-pocket expenses in accordance with the following guidelines:

YSB will reimburse Employees where they suffer damage to their personal property in the course of carrying out their duties in a conscientious manner.

Reimbursement will be authorized by the Executive Director to a maximum of six hundred (\$600.00).

In exceptional circumstances, additional monies may be authorized by YSB.

29.07 Employees, as a condition of employment, shall attend educational/training activities as may be deemed desirable. Employees may also be required to support clients in emergency situations out of the office including hospital stays. When an Employee is asked to participate in such activities, YSB shall pay expenses, with receipts, in the following manner:

- Up to \$15.00 per day for breakfast
- Up to \$20.00 per day for lunch
- Up to \$30.00 per day for dinner

For out of town travel, meals will be reimbursed, with receipts, as follows: \$65.00 for each full day.

For local training, employees will be reimbursed, with receipts for a maximum of \$20.00 per day.

NOTE: The amounts above include gratuities.

Travel - Where travel is required in order to attend such an activity, the Director may approve travel by rail, air, personal or rental vehicle by the Employee.

Accommodation - When required, and not part of the fee for the activity, reasonable expenses related to hotel/motel accommodation shall be reimbursed.

29.08 Employees transporting clients who are unable to bring a box lunch from the facility, will be reimbursed for meals, with provision of receipts, to the maximum of the following:

- Lunch \$20.00
- Dinner \$30.00

ARTICLE 30 - HEALTH AND WELLNESS BENEFITS

30.01 YSB agrees to cover all Employees under the Workplace Safety and Insurance Act.

30.02 Each Employee covered by this Agreement shall pay Canada Pension Plan as required by the Canada Pension Plan Act. YSB shall pay Canada Pension Plan as required by law.

30.03 (F.T.) Each Employee covered by this Agreement shall join the following benefit plans.

(a) **Group Life Insurance**

YSB pays one hundred percent (100%) of the premium cost.

(b) **Accidental Death or Dismemberment**

YSB pays one hundred percent (100%) of the premium cost.

(c) **Extended Health Insurance**

Includes: prescription drugs, semi-private, hospital coverage, psychological services, vision care plan - glasses \$300.00 every second year, massage and chiropractic services. YSB pays one hundred percent (100%) of the premium cost.

(d) **Long Term Disability with Inflation Protection**

The employee shall pay one hundred percent (100%) of the premium cost pursuant to the Plan.

(e) **Dental Plan at Current O.D.A. Rates**

YSB pays one hundred percent (100%) of the premium cost.

30.04 (F.T.) Employees will become eligible for benefits identified in Article 30.03 (a), (b), (c), (d) and (e) after three months of employment.

30.05 Regular Part Time employees who work 20 or more hours per week will be entitled to join the benefits plan after three months. This plan shall be a co-insured plan with 80% reimbursement on qualifying benefits.

(a) **Group Life Insurance**

YSB pays one hundred percent (100%) of the premium cost.

(b) **Accidental Death or Dismemberment**

YSB pays one hundred percent (100%) of the premium cost.

(c) **Extended Health Insurance**

Includes prescription drugs, semi-private, hospital coverage, psychological services, vision care plan, massage and chiropractic services. YSB pays one hundred percent (100%) of the premium cost.

(d) **Dental Plan at Current O.D.A. Rates**

YSB pays one hundred percent (100%) of the premium cost.

30.06 Part time employees will become eligible for the following benefits providing they maintain an average of 20 of work hours per week (1000 hours per year).

The eligibility for benefits will be assessed twice per year:

- In April, eligibility will be assessed based on the number of hours worked from April 1st of the previous year to March 31st. Eligible part-time employees will be entitled to enrolment as of May.
- In October, eligibility will be assessed based on the number of hours worked from October 1st of the previous year to September 30th. Eligible part-time employees will be entitled to enrolment as of November.

After their enrolment, eligibility will be reassessed at each 6-month period.

This plan shall be co-insured plan with 80% reimbursement on qualifying benefits.

a) **Group Life Insurance**

YSB pays one hundred percent (100%) of the premium cost.

b) **Accidental Death or Dismemberment**

YSB pays one hundred percent (100%) of the premium cost.

c) **Extended Health Insurance**

Includes prescription drugs, semi-private, hospital coverage, psychological services, vision care plan - glasses \$300.00 every second year, massage and chiropractic services. YSB pays one hundred percent (100%) of the premium cost.

d) **Dental Plan at Current O.D.A. Rates**

YSB pays one hundred percent (100%) of the premium cost.

30.07 a) (F.T. /P.T.) Each Employee covered by this Agreement shall have access to an Employee Assistance Program (EAP). YSB pays one hundred percent (100%) of the premium cost.

b) Employees can access the Employee Assistance Program at any time after hiring.

30.08 **Pension**

As of January 1, 2018, all employees of YSB are eligible to join the Colleges of Applied Arts and Technology (CAAT) Pension Plan. The conditions of the plan are:

a) Full-Time permanent employees will join the pension plan on their hire date (mandatory enrolment)

- b) Part-time and Temporary Full-Time employees are eligible to join the pension plan by completing the enrolment form and submitting it to the People & Culture Administrator.
- c) Once enrolled in the plan, employees cannot opt out of the contributions unless the employment contract with YSB has ended.
- d) Contribution rates are determined by CAAT each year and begin on January 1.
- e) Employees who plan to retire must complete and submit the retirement form to the People & Culture Administrator at least ninety (90) days prior to the planned retirement date.
- f) All other terms of the pension plan can be found on CAAT's website (www.caatpension.ca).

ARTICLE 31 - WAGES

31.01 Employees covered by this Agreement shall receive the wages set out in Article 31.03 and 31.04. The Parties to this Agreement have agreed to include salary as well as hourly rate in Article 31.03.

31.02

- a) When an Employee is designated as "acting" and performs the principle duties of a higher paid position, the Employee shall receive a ten percent (10%) increase in salary for the period spent in "acting capacity. When the duration of an acting coordinator assignment is known to be three (3) months or more YSB will post a temporary vacancy.
- b) (F.T.) Employees who agree to be on call will have 1.15 hours added to their comp bank for each day on call, and receive a payment equivalent to 4 hours of work at the employee's regular rate for each full week on call.
- c) Employees who agree to be on call for short periods shall receive 10% pay for each 24 hour period of on call.
- d) Employees required to be on call during statutory holidays will be compensated one half day (4 hours) for each day on call.
- e) Front line employees required to be "in-charge" of the facility shall be compensated at 10% their regular rate for any period where management or coordinators are not on site.
- f) Comp time is to be used according to Article 16.05 and 16.06

31.03 The annual wages and hourly rate set out below shall apply as follows:

		Cook				
		Step 1	Step 2	Step 3	Step 4	Step 5
2022		\$18.76	\$19.65	\$20.62	\$21.60	\$22.63
		\$39,020.80	\$40,872.00	\$42,889.60	\$44,928.00	\$47,070.40
2023		\$19.32	\$20.24	\$21.24	\$22.25	\$23.31
		\$40,185.60	\$42,099.20	\$44,179.20	\$46,280.00	\$48,484.80
2024		\$19.90	\$20.85	\$21.88	\$22.92	\$24.01
		\$41,392.00	\$43,368.00	\$45,510.40	\$47,673.60	\$49,940.80

		Food Services Manager				
		Step 1	Step 2	Step 3	Step 4	Step 5
2022		\$22.56	\$23.67	\$24.85	\$26.05	\$27.35
		\$46,924.80	\$49,233.60	\$51,688.00	\$54,184.00	\$56,888.00
2023		\$23.24	\$24.38	\$25.59	\$26.83	\$28.17
		\$48,339.20	\$50,710.40	\$53,227.20	\$55,806.40	\$58,593.60
2024		\$23.94	\$25.12	\$26.36	\$27.63	\$29.02
		\$49,795.20	\$52,249.60	\$54,828.80	\$57,470.40	\$60,361.60

		Control / Transport Officer				
		Step 1	Step 2	Step 3	Step 4	Step 5
2022		\$20.41	\$21.43	\$22.47	\$23.58	\$24.72
		\$42,452.80	\$44,574.40	\$46,737.60	\$49,046.40	\$51,417.60
2023		\$21.03	\$22.08	\$23.15	\$24.29	\$25.47
		\$43,742.40	\$45,926.40	\$48,152.00	\$50,523.20	\$52,977.60
2024		\$21.66	\$22.74	\$23.84	\$25.02	\$26.23
		\$45,052.80	\$47,299.20	\$49,587.20	\$52,041.60	\$54,558.40

		Youth Worker					
		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
2022		\$26.16	\$27.34	\$28.52	\$29.84	\$31.30	\$32.84
		\$54,412.80	\$56,867.20	\$59,321.60	\$62,067.20	\$65,104.00	\$68,307.20
2023		\$26.94	\$28.16	\$29.38	\$30.73	\$32.24	\$33.82
		\$56,035.20	\$58,572.80	\$61,110.40	\$63,918.40	\$67,059.20	\$70,345.60
2024		\$27.75	\$29.01	\$30.26	\$31.65	\$33.21	\$34.83
		\$57,720.00	\$60,340.80	\$62,940.80	\$65,832.00	\$69,076.80	\$72,446.40

Youth Workers - Registered Psychotherapist						
	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
2022	\$29.56	\$30.90	\$32.23	\$33.71	\$35.37	\$37.11
	\$61,484.80	\$64,272.00	\$67,038.40	\$70,116.80	\$73,569.60	\$77,188.80
2023	\$30.45	\$31.83	\$33.20	\$34.72	\$36.43	\$38.22
	\$63,336.00	\$66,206.40	\$69,056.00	\$72,217.60	\$75,774.40	\$79,497.60
2024	\$31.36	\$32.78	\$34.19	\$35.77	\$37.52	\$39.37
	\$65,228.80	\$68,182.40	\$71,115.20	\$74,401.60	\$78,041.60	\$81,889.60

Coordinator					
	Step 1	Step 2	Step 3	Step 4	Step 5
2022	\$32.61	\$33.81	\$35.03	\$36.75	\$38.58
	\$67,828.80	\$70,324.80	\$72,862.40	\$76,440.00	\$80,246.40
2023	\$33.59	\$34.83	\$36.08	\$37.85	\$39.74
	\$69,867.20	\$72,446.40	\$75,046.40	\$78,728.00	\$82,659.20
2024	\$34.60	\$35.87	\$37.16	\$38.99	\$40.93
	\$71,968.00	\$74,609.60	\$77,292.80	\$81,099.20	\$85,134.40

Clinical Supervisors (Coordinators)					
	Step 1	Step 2	Step 3	Step 4	Step 5
2022	\$36.20	\$37.53	\$38.87	\$40.79	\$42.82
	\$75,296.00	\$78,062.40	\$80,849.60	\$84,843.20	\$89,065.60
2023	\$37.28	\$38.66	\$40.04	\$42.02	\$44.11
	\$77,542.40	\$80,412.80	\$83,283.20	\$87,401.60	\$91,748.80
2024	\$38.40	\$39.82	\$41.24	\$43.28	\$45.43
	\$79,872.00	\$82,825.60	\$85,779.20	\$90,022.40	\$94,494.40

31.04 In the event that a full time employee is successful in a job competition to a Coordinator 1 or 2 position, they shall be placed on the Coordinator pay scale at a salary level that will provide at least ten percent (10%) increase in salary.

31.05 YSB shall pay wages, in accordance with Article 31.03 and 31.04 set out above, on a bi-weekly basis. On each pay day each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

31.06 Classification of Employees on the salary scale shall be on the basis of seniority, experience, and education.

For purposes of classification, one year's experience will be considered to be equivalent to 2,080 hours of work, Union, pregnancy or parental leave.

31.07 (F.T.) Employees will move one step forward on the salary scale on their full-time anniversary date with YSB.

(P.T.) Employees will move one step forward on the part-time scale when they have accumulated 2,080 hours of work with YSB. In no circumstance will the part time employee move more than one step in a twelve (12) month period.

31.09 It is understood that the placement of new hires, or new full-time employees from part time status on YSB's salary scale will be on the basis of relevant experience, in accordance with the following salary scale entry grid: An employee with a relevant Master's Degree shall be granted the equivalent of one step on the scale in addition to their relevant experience. An employee who earns a relevant Master's Degree after their start date with YSB shall be granted the equivalent of one step on the scale.

Step	Equivalent Hours	Years
Entry (pt only)	0 - 4160	0 - 2
1	0 – 8,320	0 – 4 (2 – 4 pt)
2	8,320– 12,480	4 – 6
3	12,480 – 16,460	6 – 8
4	16,460 – 20,800	8 – 10
5	20,800 +	10 +

32.01 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing job classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established.

32.02 Subject to Clause 21.01, it is acknowledged by the Local that the hiring and promotion of Employees is at the sole discretion of YSB. YSB shall consult with Employees in the program concerned with respect to the establishment of job specifications as well as the hiring process prior to the hiring of persons for vacant or newly created positions within the Bargaining Unit.

32.03

- a) YSB shall forward to the Local for consultation any changes to the job descriptions or any new job descriptions prior to their implementation and to inform the Local of any changes in classifications for all positions within ten (10) working days.
- b) Where the Local submits specific objections to the job descriptions provided under Clause 18.01 of the Collective Agreement YSB shall consult with the Local in an effort to resolve any such objections.
- a) Any unresolved issues of job descriptions or rates of pay will be dealt with through grievance procedure in accordance with Article 10.

ARTICLE 33 - NO STRIKES, NO LOCKOUTS

33.01 The Union agrees that during the life of the Collective Agreement there will be no strikes, slowdowns or stoppages of work, either complete or partial or work to rule, and YSB agrees that there will be no lockouts.

ARTICLE 34 - TERM OF AGREEMENT

34.01 This Agreement shall be deemed to come into effect April 1, 2022 and shall remain in full force and effect up to and including March 31, 2025.

34.02 The Agreements shall remain in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days prior to the expiration date in any year, of their desire to amend or terminate the Agreement. If notice of the desire to bargain is given by either party, the parties agree to meet within fifteen (15) days after receipt of such a notice in writing.

In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed, or until the conciliation process is completed, and the Local is entitled by law to commence a legal strike, and YSB is entitled by law to conduct a legal lockout.


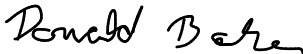





34.03 Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

Retroactive payments resulting from reopening the negotiations in the event of a successful challenge to the wage restraint will only be retroactive to the beginning of the fiscal year in which these negotiations take place and be effective up until the end of the term of this collective agreement.

SIGNED AT OTTAWA THIS 13th DAY OF JUNE, 2023.

For the Employer

For the Union

 <u>Larissa Silver (Jun 13, 2023 12:03 EDT)</u> Larissa Silver	 <u>Donald Baker (Jun 14, 2023 12:28 EDT)</u> Don Baker
 <u>Joëlle Cupidon (Jun 19, 2023 09:58 EDT)</u> Joëlle Cupidon	 <u>Scott Rickman (Jun 21, 2023 12:31 EDT)</u> Scott Rickman
 <u>Bill Fenn (Jun 13, 2023 11:35 EDT)</u> Bill Fenn	 Steven Boucher
	 <u>Drew Haughton (Jun 14, 2023 08:39 EDT)</u> Drew Haughton

Revised June 13, 2023 mh/cope491