

# The Children's Aid Society of the Niagara Region & CUPE Local 2328

**COLLECTIVE AGREEMENT**

**April 1, 2019 to March 31, 2023**



Family and Children's  
Services Niagara

Les Services à la famille  
et à l'enfance de Niagara





**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION (FACS NIAGARA)**

**("Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

**("Union")**

WHEREAS the parties have met to negotiate a renewal collective agreement which will commence April 1, 2019;

AND WHEREAS the parties wish to resolve all of the outstanding issues between the parties;

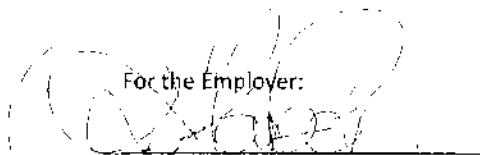
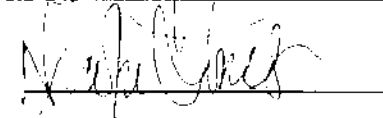
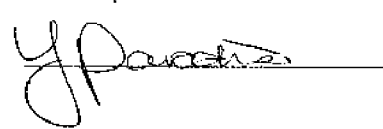
THE PARTIES AGREE AS FOLLOWS:

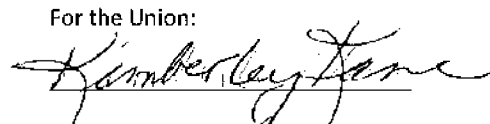
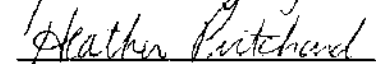
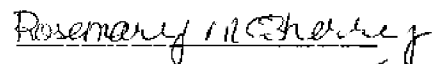
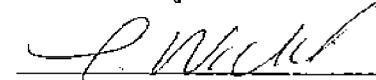
1. The terms of the new Collective Agreement between the parties will be comprised of the terms of the collective agreement which expired March 31, 2019, except as amended by the terms specifically agreed to by the signatories which are hereto attached to this Memorandum of Settlement. These attachments shall form part of this Memorandum of Settlement.
2. The term of the collective agreement will be for four (4) years from April 1, 2019 to March 31, 2023.
3. The wage increases under Schedule "A" shall be as follows:

<b>February 2019</b>	<b>April 1, 2019</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
A one-time payment equivalent to a 2% increase of the bargaining unit employees annual base salary. Based on the current Collective Agreement grid of 2018/2019.	2018/2019 grid status quo	1.75% increase	1.5% increase	1.75% increase

4. The agreed terms and conditions will become effective immediately following ratification.
5. Any errors or omissions shall be mutually resolved by the parties. The parties further agree that in the preparation of this amended collective agreement that article numbers may change and that other formatting changes, as agreed to between the parties, may be required.
6. The parties agree to unanimously recommend this Memorandum of Settlement to their respective principals for acceptance and ratification at their earliest convenience. The parties also agree to keep all details of this memorandum confidential until such time as both parties have ratified the settlement.

Dated at St. Catharines this 25<sup>th</sup> day of January, 2019.

For the Employer:  
  
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For the Union:  
  
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*THIS AGREEMENT signed January 25<sup>th</sup>, 2019.*

**Between THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**And THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2328**

**WITNESSETH THAT:**

**ARTICLE 1 – PURPOSE OF THE AGREEMENT**

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- 1.0 Whereas, it is the desire of the Employer and the Union to promote efficient, equitable service to the public in accordance with the Child, Youth and Family Services Act, as amended from time to time, both Parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees, and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain through the promotion of joint discussion and negotiation, mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement. It is recognized by this Agreement to be the duty of the Employer and its employees to co-operate fully, individually and collectively for the advancement of the said conditions.



## **ARTICLE 2 - RECOGNITION**

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2.0 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Children's Aid Society of the Niagara Region, known as Family and Children's Services Niagara, save and except employees in the following job classifications (positions):

Executive Director or Chief Executive Officer  
Director of Child Welfare Services  
Director of Professional Standards  
Director of Community & Clinical Services  
Service Directors  
Director of Development & Public Relations  
Director of Finance or Chief Financial Officer  
Director of Human Resources and Organizational Effectiveness or  
Chief Operating Officer  
Senior Counsel  
Associate Senior Counsel  
Counsel  
Senior Manager of Learning and Development  
Supervisor of Learning and Development  
Family Counselling Centre Supervisor  
Executive Assistant  
Administrative Assistants (Management)  
Human Resources Administrator  
HR Talent Services Coordinator  
HR Services & Benefits Coordinator  
Human Resources Business Partner  
Supervisor of Financial Services  
Senior Manager of Financial Services  
Financial Analyst  
Payroll Officer  
Daycare Program Coordinators  
EarlyON Coordinator  
Property Manager  
Coordinator of Technical Services  
Senior Manager of Information Technology  
Network Engineer  
Business Systems Specialist  
Technical Systems Analyst  
Manager of Business Administration  
Manager of Legal Administration  
Continuous Quality Improvement and Data Management Lead  
Data & Reporting Coordinator  
Data & Reporting Administrator  
Senior Manager of Quality Assurance and Planning Support  
Family Enrichment and Programming Lead  
Transportation & Volunteer Lead

Supervisors and persons above the rank of Supervisor  
Contract employees  
Students employed during the school vacation  
Persons regularly employed for not more than twenty-four (24) hours per week.

## 2.1 Contract Positions

- (a) Contract positions are those with an expected duration of twelve calendar months or less. These positions would include a person employed for a specific project of a non-recurring kind, a maternity leave, a long term/short term leave, a WSIB leave, or a project for which special funding exists. Excluding maternity leave, the option to extend these contracts for a further six months shall exist, if mutually agreed upon by the parties. Contract positions, which are expected to exceed three calendar months shall be posted internally in order to give bargaining unit employees a chance to apply. The Employer agrees to inform the Union in writing of its intent to create any contract position. Contract positions related to maternity leave may cover the full period of the leave but not to exceed 18 months or as per ESA.
- (b) If the contract position is the result of a grant or special funding, the terms or conditions of the grant or special funding will prevail over any conflicting terms, conditions or provisions of the collective agreement should the collective agreement apply to the person filling the contract position.
- (c) A contract employee who remains in a position in excess of twelve months or any agreed to extension shall become a member of the bargaining unit, if not already a member of the bargaining unit prior to the start of the contract and shall be entitled to the rights of the collective agreement subject to the limitations set out in this article.
- (d) A contract employee who becomes a member of the bargaining unit, in accordance with paragraph (c), and who was in a contract position for a period of more than six months prior to becoming a member of the bargaining unit, shall be considered as having completed their probationary period and, as such, shall be entitled to all provisions of this collective agreement.
- (e) The cessation or expiry of a contract position shall not be the subject of any grievance and shall not be subject to any of the requirements, restrictions or obligations under the collective agreement, including provisions respecting lay-off, termination, dismissal, or reduction of hours.
- (f) Bargaining unit employees who assume contract positions shall still be considered bargaining unit employees and shall have all the rights and privileges under the collective agreement that they held prior to assuming the contract position, subject to paragraphs (b) and (e) above.

- (g) If the contract position is filled by a member of the bargaining unit, once the contract position is completed, all seniority employees who moved from their regular positions to fill other positions created as a result of a bargaining unit employee filling a contract position, shall return to their previous positions, if they exist. If the position no longer exists, the affected employee shall exercise their bumping rights as per the collective agreement.
- 2.2 The word "employee" or "employees" in this Agreement, unless clearly specified as otherwise, shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Article 2.0.
- 2.3 Employees shall be defined in this Agreement as:
- Regular, full time employees are employees who regularly work more than twenty-four (24) hours per week.
- 2.4 No employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representatives which conflicts with the terms of this Agreement.
- 2.5 The Employer agrees that students and volunteers will not in any way displace regular employees during normal hours of work, nor will they be retained in preference to regular employees who normally perform the work.
- 2.6 Employees not covered by the terms of this Agreement other than students and Supervisors carrying a few cases for professional development, will not work on jobs which are normally done by employees covered by this Agreement, except for the purpose of instruction, research or in emergencies where regular employees are not available.

### **ARTICLE 3 – NON DISCRIMINATION**

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- 3.0 (a) The Employer and the Union recognize the right of employees, under the *Ontario Human Rights Code, 1990, as amended*, to be free from discrimination on any grounds protected by the *Ontario Human Rights Code, 1990, as amended*, including the following grounds, as defined by *the Code*: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partner status, family status or disability. The Employer and the Union also recognize their mutual obligation to accommodate employees in accordance with the requirements of the *Ontario Human Rights Code, 1990, as amended*.
- (b) The Employer and the Union recognize the right of employees under the *Ontario Labour Relations Act, 1995, as amended* to be free from discrimination because of membership or activity in the Union.
- 3.1 The Employer recognizes that all references to the terms spouse or same sex partner shall be consistent with the definitions of such terms in the *Ontario Human Rights Code, 1990, as amended*.
- 3.2 The Employer and the Union recognize the inherent dignity, worth and rights of each individual. The Employer and the Union agree to promote and support an environment that is free of discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

The Employer and the Union affirm that all staff of the agency are entitled to a respectful work environment. Therefore, the Employer and the Union will not condone any inappropriate behaviour on the part of any person.

#### **ARTICLE 4 – UNION SECURITY**

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- 4.0 Each employee who is presently a member of the Union shall remain a member in good standing, according to the constitution and by-laws of the Union, as a condition of continued employment.
- 4.1 Any employee who is not a member as at the date of the signing of this Agreement may become a member and then shall as a condition of their continued employment, remain a member in good standing.
- 4.2 Any new employee hired after the date of the signing of this Agreement may become and then shall remain a member in good standing of the Union with the payment of dues to commence with the first pay.

## **ARTICLE 5 – CHECK OFF OF UNION DUES**

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- 5.0 The Employer agrees to deduct from each employee covered by this Agreement after thirty (30) days of service, an amount of money equivalent to such Union dues for each bi-weekly pay period as are uniformly levied on all members of the Union, in accordance with the constitution and by-laws of the Union, and to transmit regularly within seven (7) working days following the end of the pay period, the full amounts of such deductions to the Treasurer of the Union. The Employer shall send with each transmission, a list of employees from whom such deductions were made, stating their gross biweekly salary and the amount of dues collected.
- 5.1 Such deductions will be made only after any and all other claims against the employee's pay have been satisfied.
- 5.2 The Treasurer of the Union shall inform the Employer of the amount of such dues to be deducted.
- 5.3 The Employer agrees to show on an employee's T4 Income Tax Statement for the calendar year, the amount of Union dues paid by the employee for such year.

## **ARTICLE 6 – EMPLOYEE INFORMATION**

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6.0 The Employer agrees to supply to the Secretary of the Union twice each year (January and July), the name, home address and telephone number, classification and salary of each bargaining unit employee as requested.

Upon reasonable notice to the Human Resources Department, up-to-date employee information shall be available to the Union President.

6.1 The Employer shall post electronically a copy of the Collective Agreement within sixty (60) days of the signing of this Agreement. Employees may print a copy of the Collective Agreement.

6.2 The Employer will direct each new employee to the electronic Collective Agreement upon commencement of employment, and will allow each new employee to meet with the Union representative for a thirty (30) minute period to discuss Union matters during working hours during their probationary period. The employer shall provide the names of all new employees to the Recording Secretary of the Union within five (5) working days of their start date.

6.3 The Employer shall direct each new employee to the electronic Benefit Package upon commencement of employment and provide all employees with written updates and/or changes to the Benefit Package within thirty (30) days of the agreed upon update and/or change. Employees may print a copy of the Benefit Package.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

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7.0 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, transfer, lay-off, promote;
- (c) discharge, demote, suspend or otherwise discipline employees for just cause provided that a claim by an employee who has passed the probationary period that they have been dealt with, without just cause, shall be dealt with under the grievance and arbitration procedures provided for herein;
- (d) generally to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes and means of performing the various functions are the right and responsibility of the Employer except as specifically limited by the expressed provision of this Agreement.

7.1 The Employer has the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Executive Committee of the Union.

7.2 During the life of this Agreement the Employer may increase or decrease the number of departments. Discussions with the Union shall be undertaken to ensure that all alternatives have been considered before any decision is made.

7.3 The Employer agrees that these functions in Article 7 will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be a subject of a grievance.



## **ARTICLE 8 – UNION REPRESENTATION**

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- 8.0 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of its officers.
- 8.1 The Employer acknowledges the right of the Union to elect or otherwise select an Executive Committee, a Grievance Committee and a Negotiating Committee.
- 8.2 The Employer agrees to recognize the following representatives of the Union:
- (a) an Executive Committee composed of the President, Vice-President, Secretary, Treasurer, and Chief Steward or their designates and one additional employee whose duties shall be to handle Union business and act as liaison between the Union and the Employer on any matters of concern to the Parties, save and except grievances which may arise;
  - (b) a Grievance Committee composed of the Chief Steward or their designate, the Steward concerned with the grievance and the President of the Union or their designate;
  - (c) Ten (10) Stewards; three of which will represent the St. Catharines office, two representing each other office (Welland office, Niagara Falls office), two representing the EarlyON and Daycare Centres, and one Chief Steward.
  - (d) a Negotiating Committee composed of the Negotiation Chairperson and three (3) other Union representatives.
- 8.3 All committee members shall have completed probation.
- 8.4 Meetings between the Employer and the Union shall be held at times mutually agreeable to both Parties. To allow the Parties to properly prepare for the meeting, an agenda outlining the matters for discussion should be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting.
- 8.5 At any meeting with the Employer to negotiate or amend the Collective Agreement, the Union may have present the Negotiating Committee referred to in Article 8.2(d), as well as a national representative of the Canadian Union of Public Employees. By mutual agreement, other people may participate in the joint meetings for the purpose of providing information, support or assistance.

- 8.6 The local Union may, subject to the following understanding, have the assistance of CUPE National staff representative(s) at any time when dealing with the Employer on matters arising from or related to the collective agreement. If the local Union requires the participation of their CUPE staff representative(s) at a meeting, the Employer shall be notified and such meeting shall be scheduled, or if necessary adjourned and rescheduled, so the parties can ensure appropriate representation is present. It is further agreed that the Employer may request that the local Union's assigned CUPE staff representative attend a meeting being scheduled with the local Union representatives provided such request is issued to the CUPE National staff representative by the Director of Human Resources through the local Union President (or their respective designates). Such request will not be unreasonably denied.

## **ARTICLE 9 – TIME OFF FOR REPRESENTATIVES**

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- 9.0 A member of the Grievance Committee will be given time off without loss of regular pay to investigate complaints of fellow workers and to attend meetings with Management to discuss grievances.
- 9.1 Where meetings involve employees and the Employer, employees will be considered as being on duty and entitled to all remuneration for on duty status, for such hours lost during regular working hours, up to but not including meetings at arbitration hearings or under a Conciliation Officer of the Ministry of Labour of Ontario.
- 9.2 The Executive Committee of the Union, Grievance Committee Members and Negotiating Committee Members have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld. Each such Committee Member shall report back to their Supervisor when returning to their regular duties.
- 9.3 Where the Union so chooses the President of CUPE Local 2328 may take as time off up to 20% of the regular work week (i.e. equal to one day per week), with a corresponding reduction in workload, without loss of regular pay, benefits or seniority for the purpose of conducting union business unless the President has been elected from the Family Counselling Centre or any of the agency programs; in this event the time off shall be granted, but the Union shall reimburse the agency for the salary and benefits which relates to the time off. The President of CUPE Local 2328 will ensure, in utilizing this provision, that the time off does not interfere with service needs or work commitments and will arrange with his/her supervisor when the time off is to be taken.
- 9.4 Upon receipt of *notice to bargain* the Employer will allow, five (5) Union paid working days to each member of the Negotiating Committee for the purpose of preparing proposals for Collective Bargaining. Requests for such time off shall be made to the Director of Human Resources and shall not be unreasonably denied, consistent with service requirements of the Employer.

## **ARTICLE 10 – USE OF EMPLOYER FACILITIES**

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- 10.0 The Union will be allowed to hold meetings on the Employer's premises provided such meetings are outside working hours and permission for such meetings is first obtained from the Director or their representative. The Director reserves the right to limit the use of the said premises.
- 10.1 The Employer shall provide a separate bulletin board in each Employer location. Notices of general information, meetings, committee activities, and correspondence from CUPE Ontario and CUPE National as well as other labour organizations can be posted on the union bulletin board without requiring prior approval from the employer. Any other notices must have prior approval from the employer. This approval will not be unreasonably withheld.

## **ARTICLE 11 – EMPLOYEE RESPONSIBILITIES**

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11.0 Each employee covered by this Agreement will have with Management the responsibility of carrying out the policy of the Employer to provide efficient and effective service to the public related to child welfare as directed by the Child, Youth and Family Services Act, as amended from time to time. It is understood and has been accepted that the Employer both desires and values the input and suggestions made by any employee in the service areas. In accordance with this, there shall be the following:

a) Consultation Committees

- (i) There may be a regularly scheduled monthly meeting between the Union President and the Director, if required by either party. The Union President may request another member to attend this meeting and such request shall not be unreasonably denied. A record will be kept of any agreements reached in those meetings.
- (ii) There may be a regularly scheduled meeting every month between the Executive Committee of the Union and the Director of Human Resources and any other person so designated by the Director from time to time, if required by either party. An outline of all conclusions reached in all meetings will be prepared by the Employer representatives with a copy to be submitted to the Secretary of the Union within five (5) working days of the meeting.

(b) Employee Representation at Meetings of the Board of Directors

Two (2) members of the Union will be chosen by the Union and will be entitled to:

- (i) attend all regular Board meetings as observers;
- (ii) receive notices and minutes to open Board meetings if practical at least one (1) week in advance of all regular Board meetings;
- (iii) receive the same agenda material relating to regular Board meetings on the same basis as do the Board Members.

11.1 The term "regular Board Meetings" where used above shall apply only to those meetings or portions of meetings, the agenda of which is classified "public", that is, open to the public and newspaper reporters.

11.2 For the Committee Members mentioned in Article 11.0 above, and for each employee required by the Employer to attend any such meetings referred to in this Article 11, mileage expenses will be paid by the Employer in accordance with Article 38.

## **ARTICLE 12 – NO STRIKE, NO LOCK OUT**

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- 12.0 During the lifetime of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out. The definition of the words "strike" and "lock out" shall be as set forth in the *Ontario Labour Relations Act, 1995, Section 1(1) as amended*, from time to time.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

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13.0 It is the mutual desire of the parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate Supervisor without satisfaction. The employee may, if they wish, be accompanied by the Chief Steward of the Union or their Steward. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner.

### 13.1 Step 1

In the first instance, an employee shall take up any such grievance in writing directly with their immediate Supervisor, within seven (7) working days of the event upon which the grievance is based. The grievance shall specify the facts and Article or Articles claimed to be violated or relied upon. The immediate Supervisor shall arrange for the presence of the Steward concerned. The Supervisor will give their decision in writing within two (2) working days.

### 13.2 Step 2

If not then settled in Step 1, the grievance may within a further three (3) working days be submitted in writing to the employee's Service Director or Assistant Director of Service. The Service Director or Assistant Director of Service shall investigate the grievance and may discuss it with the employee or employees involved with the Steward who has signed the grievance in attendance at such discussion and/or the Chief Steward. The Service Director or Assistant Director of Service shall give their decision in writing to such Steward within a further three (3) working days following receipt of the grievance.

### 13.3 Step 3

If not then settled in Step 2, the grievance may, within three (3) working days, be submitted in writing to the Director or their representative. The Grievance Committee and a national representative of the Canadian Union of Public Employees, if the Committee so wishes, shall be given an opportunity to discuss the grievance with the Director or their representative within five (5) working days of submission of the grievance. The Director or their representative shall give their decision in writing within five (5) working days of the discussion. The decision in Step 3 shall specify the facts and reasons upon which the decision is based.

- 13.4 (a) In determining the time within which any action is to be taken under the Grievance and Arbitration Procedure as set out in Articles 13, 14 and 15, weekends and designated holidays shall be excluded.
- (b) When grievances are submitted by mail, the date of presentation shall be the letter's postmark.
- (c) All time limits provided for in Articles 13, 14 and 15 can be extended by mutual consent, in writing.
- (d) A grievance shall be deemed abandoned if it is not presented within the stipulated times.
- (e) At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- (f) For all the above steps where the grievance relates to a job posting "Supervisor" shall mean the Supervisor or Director of Service where the vacancy exists.



## **ARTICLE 14 – POLICY GRIEVANCES**

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- 14.0 It is understood that the Employer may submit to the Union's Executive Committee any complaint with respect to the conduct of Union officers, Committee Members, stewards or members concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, and if such complaint by the Employer is not settled satisfactorily, it may be treated as a policy grievance and referred to Arbitration in the same manner as a policy grievance of the Union.
- 14.1 Similarly, the Union shall have the right to process a policy grievance which could not otherwise be processed by individual employees and which deals with any difference which arises between the Parties from the interpretation, application, administration or alleged violation of the provisions of this Agreement.
- 14.2 An Employer Policy grievance shall be filed within thirty (30) working days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Employer.

A Union Policy grievance shall be filed within thirty (30) working days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Union.

- 14.3 All policy grievances shall be initiated at the Step 3 level of the Grievance Procedure.

## **ARTICLE 15 - ARBITRATION**

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- 15.0 Both Parties to this Agreement agree that any dispute or grievance which has been properly carried through all steps of the Grievance Procedure as outlined in Articles 13 and 14 and which has not been settled will, at the written request of either of the Parties, be referred to a Board of Arbitration, at any time within twenty (20) working days thereafter, but not later.
- 15.1 When either party requests that any matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Ministry of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 15.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 15.4 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify, add to, or amend any part of this Agreement.
- 15.5 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 15.6 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairperson of the Arbitration Board.
- 15.7 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned subject only to the provisions of Article 48(16) of the *Ontario Labour Relations Act, 1995, as amended*.

- 15.8 Upon mutual agreement by both parties, a single arbitrator may be appointed in lieu of an Arbitration Board.
- 15.9 Upon mutual agreement, the parties may utilize the services of a Grievance Mediation Officer prior to proceeding to arbitration. The mediator must be mutually agreed to and the mediator's expenses shall be shared equally by the parties.

## **ARTICLE 16 – DISCHARGE AND DISCIPLINE**

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16.0 Where a Supervisor or other Employer representative intends to conduct a formal meeting with an employee:

(a) to investigate matters for the purpose of determining whether to take disciplinary action against that Employee; or

(b) for discipline or termination of employment,

the Employee shall have the right to be accompanied by and represented by the Local Union President or a designate identified by the Union. The Employer shall notify the Employee of this right and notify both the Employee and the Union of the time and place for the meeting.

The Employer will attempt to provide both the Employee and the Union with at least one (1) day notice of the time and location of the meeting. Such notice shall indicate the general purpose of the meeting. In the case of a meeting to terminate an employee, the meeting may proceed in the employee's absence.

The foregoing language is not intended to preclude a supervisor from initiating a query to gather information regarding an incident or complaint about which the supervisor believes the employee would or should have knowledge. Informal queries should be conducted in an appropriate environment.

16.1 When the Employer deems it necessary to place a negative or disciplinary notation in writing on the Employee's record, or to suspend or discharge an Employee, the Employer will provide to the Employee concerned a written statement outlining the reason for the notation, suspension or discharge. The Employer will provide a copy of this written document to the Secretary of the Union at the time it is issued to the Employee.

## 16.2 Discharge or Suspension Grievance

- (a) A claim by an employee other than a probationary employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director or their representative at Step 3 within three (3) working days after the discharge or suspension, or within three (3) working days after the Union has been notified, whichever is the later.
- (b) The Employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge has not been made arbitrarily in bad faith or contrary to the Human Rights Code. A claim by a discharged probationary employee that the employer has violated this paragraph shall be treated as a grievance.

Such grievance may be settled by:

- (i) confirming the Employer's action in dismissing or suspending the employee, or;
  - (ii) reinstating the employee with full compensation for time lost, or;
  - (iii) any other arrangement which is just and equitable in the opinion of the conferring Parties or by the Arbitrator.
- 16.3 Provided that an employee's record has been free from discipline for similar grounds during the preceding one year period, any letter of reprimand, letter of suspension, counselling letter or other disciplinary notation which predates the one year period will be removed and such removal will be confirmed in writing with the employee. A copy of the letter of removal will not become part of the employee's personnel file.

## **ARTICLE 17 – PROBATIONARY PERIOD**

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- 17.0 All regular full-time employees shall be placed on a seniority list, as of the date of hire after a probationary period of six (6) months worked or nine (9) months worked for an unauthorized child protection worker. A probationary employee will be advised regarding their progress in writing after three (3) months. The probationary period may be extended only in cases where the probationary employee has been on authorized leave during such period or upon mutual agreement of the employer, the employee and the union in writing.
- 17.1 Until the employee is placed on this list, they shall be known as a probationary employee.
- 17.2 An employee shall be notified in writing that they have completed their probationary period. If no written notice is received, it shall be assumed that the employee has completed their probationary period and has acquired seniority.

## **ARTICLE 18 – SENIORITY**

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18.0 For the purpose of this Agreement, seniority shall mean length of time in the bargaining unit since the last date of hire and seniority dates shall only be amended as required in other provisions of this agreement or by law. Seniority is used to establish preference for vacation, job postings, protection from layoff and bumping and recall rights.

For the purposes of this Agreement, years of service means the accumulated years of service in the employ of the Society since the last date of hire. "Years of service" is used to calculate entitlement to earned benefits of employment such as paid sick leave, vacation, and advancement on the salary grid. Service shall be deemed to accrue in the following circumstances only:

1. while actually at work for the Society
2. while on vacation or paid holidays
3. while on an employer paid absence (including short term sick leave)
4. while on pregnancy /parental leave
5. while on modified work or accommodation (prorated to time worked)
6. while on an approved leave of absence pursuant to an entitlement under the Employment Standards Act (ESA) or Workplace Safety and Insurance Act (WSIA).
7. while on authorized union paid leaves

18.1 (a) The Union shall provide the updated seniority list to the Employer on January 15<sup>th</sup> and July 15<sup>th</sup>. The Employer will post the seniority list on the Employer's intranet site.

(b) If any bargaining unit employee does not challenge the Union on the position of their name on the Seniority List within ten (10) working days from the date the list is posted, provided they are at work when the list is posted, they shall be deemed to be ranked properly. In the event the employee is not at work, they must object to their seniority to the Union within ten (10) working days from the date of their return to work.

(c) At any time during working hours, up-to-date seniority information shall be available to the Employer or their representative, upon reasonable application to the Union President or Union President's designate.

(d) An employee who is absent from work or on a leave of absence for any reason (excluding illness or accident) for seventeen (17) continuous weeks will not accumulate seniority for any period after the first seventeen (17) weeks except as permitted under the collective agreement or required by law.

- (e) The employee will continue to maintain the seniority that they had before the absence plus seniority accumulated over the first seventeen (17) weeks of leave but will not accumulate any further seniority (unless they are on Long Term Disability) until the employee returns to work.
- (f) The seniority list will show a column for amended seniority dates to accurately reflect the non-accumulation. Fifty-two (52) weeks will equal one (1) year of seniority for the purposes of this amendment.

18.2 Where a part-time or contract employee is transferred to a full-time bargaining unit position, the employee shall bring with them, on a pro rata basis, to the full-time seniority list, all seniority in accordance with time worked in the bargaining unit. For further clarity "time worked in the bargaining unit" is understood to include only such time the employee was paying Union dues and as such may be less than the employee's "service time" with the Employer.

### 18.3 Promotions, Demotions and Transfers

- (a) In promotions, demotions and transfers, the following factors shall be considered:
  - (i) seniority;
  - (ii) knowledge, qualifications and ability to do the normal requirements of the job; and when factor (ii) is relatively equal in the judgement of the Employer, factor (i) shall govern.
- (b) If an employee believes that a proper evaluation of factors in (ii) with respect to their qualifications has not been made, they may file a grievance under the procedures of Article 13 claiming that the Employer acted in an arbitrary, unfair or discriminatory manner.



## **ARTICLE 19 – LOSS OF SENIORITY**

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- 19.0 An employee shall only lose their seniority and shall be considered terminated for the following reasons:
- (a) if an employee resigns;
  - (b) after twenty four (24) consecutive months of lay off;
  - (c) if an employee is discharged and the discharge is not reversed through the Grievance or Arbitration Procedure;
  - (d) if an employee has been absent for five (5) consecutive working days without being granted a leave of absence in accordance with sub-Article 27.1 (b), or pursuant to emergency leave under the *Employment Standards Act, 2000, as amended*.
  - (e) if an employee is laid off and fails to return to work within five (5) working days after being notified of recall by registered mail to their last known address on the agency's records to report for work and does not give a satisfactory reason;
  - (f) if an employee overstays a leave of absence, granted by the Employer in writing, and does not secure an extension of such leave or provide a reason satisfactory to the Employer for the overstaying of such leave;
  - (g) upon the date of retirement.
  - (h) Transfer outside the bargaining unit in excess of provisions defined under Article 20.6.

## **ARTICLE 20 – JOB POSTING**

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- 20.0 In Article 20, "vacancies" shall mean those positions that the Employer intends to fill. Vacancies may arise as a result of resignations, retirements and terminations, internal transfers or newly created positions. Vacancies of a temporary nature may result from extended illness or approved leaves of absence of less than twelve (12) months or up to a maximum of eighteen (18) months for maternity, paternity and parental leave as per ESA (this article is subject to ESA changes).
- 20.1 No qualifications shall be set by the Employer for any job unless the qualifications are reasonable and necessary for the performance of that job.
- 20.2 The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to Article 18.3.
- 20.3 Notice of all vacancies, reclassification or newly created positions within the bargaining unit shall be posted within thirty (30) calendar days and shall:
- (a) include the nature of the position, the knowledge and education required for the position, the qualifications, ability and skills required and the salary rate;
  - (b) be posted electronically on the Employers' intranet. In work locations where employees have restricted or limited computer access, hard copies of the notice of vacancy shall be posted. Vacancies shall be posted for a period of no less than five (5) working days. To ensure continuity of service and timely transfer of the successful applicant, one vacancy resulting from the initial 5 day posting will be posted for three (3) working days, then no posting thereafter. Employees who wish to apply for a posted vacancy must do so in writing no later than the closing date specified on the posting. The Employer shall e-mail copies of job postings to bargaining employees who are laid off provided the employee's qualifications on file meet or exceed the qualifications required for the position. Employees on extended leave shall be notified of selected job vacancies provided the employee identifies in writing to the Director of Human Resources the specific position or job classification vacancies they wish to be apprised of. Such request may be made prior to commencing or during the leave but shall not take effect until after the request has been received and acknowledged by Human Resources.
  - (c) once the requisites of Article 20.3 (b) have been met, the vacant position will be offered to the most senior qualified bargaining unit employee on layoff. If that employee refuses that vacant position, the next most senior qualified bargaining unit employee on layoff will be offered the vacant position. This process will continue through the list of qualified laid off employees until the vacant position has been filled. If no qualified laid off employee accepts the position, the employer may fill the position from outside of the bargaining unit.

- 20.4 (a) Appointments from within the bargaining unit shall be made within twenty (20) working days of the close of the original posting. The successful applicant and the Union Secretary shall be notified by e-mail. The successful Employee shall be transferred to their new position at the earliest possible opportunity following appointment. If the position is a higher rated position, the new rate shall apply when the employee assumes their new duties or on the forty-fifth (45th) working day following appointment, whichever occurs earlier.
- (b) The Employer agrees not to refer prospective new employees to a hiring supervisor until all internal applications have been fully processed.
- (c) Upon the filling of a posted position, the Employer shall post the name and seniority status of the successful applicant.
- (d) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive in writing reasons why they did not get the position. Any such request shall be made within three (3) working days of the filling of the vacancy or where the employee should have reasonably become aware of the filling of the vacancy, and the answer shall be given within three (3) working days of the making of the request. A copy of the written reasons shall be placed in the Employee's record, if the employee so requests. Upon request, the unsuccessful applicant will be provided an opportunity to meet with Human Resources to review training or skill development areas that may improve their opportunities for success in future postings.
- (e) Both parties subscribe to a best practice philosophy and agree that worker continuity is preferred for clients. It is therefore agreed that Authorized Child Protection Workers who work in Ongoing Services, Child In Care, Kin and Family Finder positions who have passed the probationary period or were successful applicants for a job posting may apply but need not be considered for another job posting until they have been in their present position for a period of twelve (12) months.

Notwithstanding the foregoing, Authorized Child Protection Workers who fall within one (1) month of the year criteria shall not have their eligibility unreasonably denied.

In order to assist employees with ongoing development and continuity, employees who are on a work development plan may apply but need not be considered for job postings until the successful completion of the work development plan. However, employees who fall within one (1) month of successful completion of their work development plan shall not have their eligibility unreasonably denied.

All other employees who have passed the probationary period or were successful applicants for a job posting may apply but need not be considered for another job posting until they have been in their present position for a period of six (6) months.

- (f) The employer will give the union a list of bargaining unit members applying for each posting.
  - (g) Employees temporarily assigned by the employer to a position in a higher classification in the bargaining unit for a consecutive period of six (6) months or an aggregate total of nine (9) months shall be deemed qualified for all future postings for that higher classification.
- 20.5 The Secretary of the Union shall be notified by email of all appointments new hires, layoffs, transfers, recalls, terminations and of employees filling in on a temporary full-time basis.
- 20.6 No employee shall be transferred to a position outside the bargaining unit without their written consent. They shall retain the seniority previously acquired in the bargaining unit at the time of such transfer for up to six (6) months after transfer. This may be extended to a maximum of twelve (12) months with the written agreement of the union.

## **ARTICLE 21 – TERMINATION, LAY OFF AND RECALL**

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- 21.0 Both Parties recognize that job security should increase in proportion to length of seniority.
- 21.1 Employee displacement rights are contingent upon:
- (a) seniority;
  - (b) knowledge, qualifications and ability to do the normal requirements of the job.
- 21.2 Where a lay off is necessary, the Employer shall meet with the Union to discuss the effect of such reduction on the level of services required and the classification levels of affected staff and to hear any representations of the Union. The parties may agree to an alternative or alternatives, including attrition, to the proposed layoffs. The Employer shall provide as much advance notice of a pending layoff as possible to the union to ensure there is a reasonable opportunity to explore alternatives to proposed layoffs.
- 21.3 When the Employer determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function or a reduction in an employee's hours of work, the Employer shall advise the employee, in writing, that they will be laid off as well as the effective date of said layoff. Such communication shall also indicate any guarantee of a reasonable job offer and a list of classifications that are, in the opinion of the Employer, commensurate with the employee's qualifications and displacement rights, if such a position is or becomes available. Within five (5) days of receipt of the written notice of layoff, the employee will advise the Employer's designated official (who shall be identified in the notice of layoff letter) in writing (which may be by e-mail) of the Employer's "preferred location" for the purposes of paragraph 21.4.
- 21.4 To minimize disruptions in the event of a layoff, the bumping employee will:
- (a) displace a less senior employee in the employee's classification/job in the "preferred location" identified by the employee as per paragraph 21.3.
  - (b) when bumping into another classification/job as identified by the employer as per paragraph 21.3, displace the least senior employee in that classification/job.
- In either case, any displacement is subject to the requirements of subparagraph 21.1 (b).
- 21.5 Employees who are not in receipt of a guarantee of a reasonable job offer or who choose not to exercise displacement rights, shall be laid off and deemed surplus employees.
- 21.6 The Employer shall then advise the Union of those employees affected.

21.7 The Employer will notify all employees on the seniority lists of a pending layoff as soon as practical after notice to the Union as follows:

All employees with more than six (6) months' seniority but less than four (4) years' seniority shall receive four (4) weeks' notice prior to layoff or payment in lieu of notice.

All employees with more than four (4) years' seniority shall receive one (1) weeks' notice for each year up to a maximum of eight (8) weeks' notice prior to a layoff or payment in lieu of notice.

21.8 Employees on layoff can exercise recall rights for a period of 24 consecutive months from their date of layoff.

21.9 The employer shall notify all laid off employees by e-mail of all job postings in those classifications/jobs which, in the opinion of the Employer, are commensurate with the employee's qualifications.

21.10 (a) Daycare Centres - Temporary Closure of less than 60 days.

Articles 21.0 to 21.9 inclusive do not apply to a layoff of Daycare Centre employees when the employer is unable to operate the Daycare Centre premises due to labour disputes, loss of license, temporary or permanent closure of the facility/building in which the Daycare Centre is being operated, or other emergency at the Daycare Centre premises. When such a layoff occurs, the Employer will promptly take all reasonable steps to obtain a license under the Child Care and Early Years Act to operate the affected Daycare Centre at an alternate location.

(b) Daycare Centres - Permanent Closure

When a Daycare Centre is permanently closed employees affected by the closure will be allowed to exercise their rights under the collective agreement.

21.11 No new employees will be hired until all laid off employees who are qualified for the vacant position(s) have been offered the opportunity to be recalled to the vacancy.

21.12 Grievances concerning layoffs due to a reduction in the working force will be initiated at Step 3 of the Grievance Procedure.

21.13 Should an employee grieve their layoff or recall (i.e. that the employee should not have been laid off or should have been recalled) and should the outcome of the grievance rule in the favour of the employee, they shall be reinstated with full compensation of wages and benefits for time lost.

21.14 Employment of an employee on probation may be terminated by one (1) weeks' notice in writing or payment in lieu of such notice being worked out.

21.15 Any employee still on probation may terminate employment with one (1) week's notice in writing.

21.16 Each regular full-time employee will provide one (1) months' notice in writing of termination of employment unless there are exceptional circumstances, in which case the Employer, may at their option, accept a written notice of termination that is less than one (1) month. The Employer may, at their option, make payment in lieu of all or part of such notice being worked out.

21.17 Any part of a vacation period shall not be considered part of the notice of resignation to the Employer.

21.18 Benefits Payable at Termination of Employment

(a) Vacation pay: as per Article 35, the employee will be paid any earned vacation pay owing up to the point of termination.

(b) Sick leave gratuity: as per Article 41.1 where it applies.

(c) Pension benefits as set out in the Ontario Municipal Employees Retirement System.

(d) Overtime will be paid out as per Article 24.

## **ARTICLE 22 – HOURS OF WORK FOR DAYCARE CENTRE AND EARLYON EMPLOYEES**

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### **Daycare Centres**

- 22.0 Daycare Centres operate the full calendar year, 7:00 am to 6:00 pm weekdays, with the exception of scheduled shutdowns.

The Employer will endeavour to schedule shifts as equitably as possible governed by the efficient operation of the Centre. ECE employees in the Day Care Centre may change shifts with another ECE with the prior permission of the Employer. The request for shift change shall be made at least twenty-four (24) hours in advance of the proposed change and such request shall not be unreasonably denied. The parties agree that neither employee would be entitled to claim overtime in the event the shift change, if granted, would result in one or both employees working in excess of their regular hours.

- 22.1 The normal work week for Daycare Centre employees shall be five (5) shifts of six and three-quarter (6.75) hours each, for a total of thirty-three and three-quarter (33.75) hours per week.
- 22.2 Flexible working hours may be arranged with the approval of the Employer.
- 22.3 The Employer does not guarantee these standard hours of work but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union, with as much prior notice as possible.
- 22.4 Employees shall be allowed one (1) fifteen (15) minute break in each morning and each afternoon of every normal working day and one (1) hour for lunch on every normal working day.
- 22.5 Any employee who arrives for their scheduled shift and is deemed surplus will be paid for the time worked or four (4) hours whichever is greater.



### EarlyON Centre

- 22.6 The normal work week for EarlyON Centre employees shall be a total of thirty-three and three quarter (33.75) hours per week.
- 22.7 Employees shall be allowed one (1) hour for lunch each day plus one fifteen (15) minute break in the morning and afternoon of each six and three-quarter hours (6.75) day worked.
- 22.8 Employees at the Centre, with the exception of the Receptionist/Secretary, will be scheduled on a three-week rotation schedule which may include evening and Saturday shifts.
- 22.9 Employees shall not be permitted to change shifts once scheduled without prior permission from the Employer. Requests for such change shall be made at least twenty-four (24) hours prior to such change being made. Permission for a change shall not be unreasonably withheld.
- 22.10 No employee shall be scheduled to work a split shift except for emergency situations.
- 22.11 The employer does not guarantee these standard hours of work but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union, with as much prior notice as possible.
- 22.12 Any employee who arrives for their scheduled shift and is deemed surplus will be paid for their time worked or four (4) hours whichever is greater.

## **ARTICLE 23 – HOURS OF WORK FOR ALL EMPLOYEES**

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- 23.0 (a) The normal work week for all employees, save and except those employees covered in Article 22, Maintenance, FCC, and Family Enrichment Workers, shall consist of five (5), six and three-quarter (6-3/4) hour days from Monday to Friday inclusive, for a total of thirty-three and three-quarter (33-3/4) hours per week.
- (b) The normal work week for Maintenance employees shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The hours of work for the Maintenance employees will be 7:30 a.m. to 4:30 p.m., September until June, inclusive. The hours of work for July and August will be 7:00 a.m. to 4:00 p.m.
- (c) The Employer's offices may be open evenings. These evening hours are to accommodate prearranged evening appointments.
- (d) The normal work week for FCC and Family Enrichment Workers shall include evenings and weekend shifts as scheduled, up to thirty-three and three-quarter (33-3/4) hours.
- 23.1 (a) The Employer's offices will be open from 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, save and except for the period of July and up to and including the Friday before Labour Day, when the hours will be from 8:30 a.m. to 4:00 p.m.
- (b) The Employer's offices may be open evenings. These evening hours are only to accommodate prearranged evening appointments.
- (c) To assist employees with establishing and maintaining a healthy work/family life balance, flexible working hours may be arranged with the approval of the Employer provided service needs are maintained. Such arrangements may be for short or extended durations but must not conflict with the provisions of the collective agreement or the Employment Standards Act. Flextime arrangements shall be identified and confirmed in writing (which may be by e-mail).
- 23.2 Employees shall be allowed one (1) hour and fifteen (15) minutes for lunch each day, except in the months of July and August when the lunch period shall be one (1) hour. The Maintenance employees will be allowed one (1) hour for lunch each day.
- 23.3 Employees shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day, save and except the months of July and August when there will be one (1) fifteen (15) minute break in the morning only.
- 23.4 No employee shall be scheduled to work a split shift except for emergency situations.
- 23.5 The Employer does not guarantee these standard hours of work but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union, with as much prior notice as possible.

- 23.6 Any employee who arrives for their regularly scheduled hours of work and is deemed surplus will be paid for the time worked or four (4) hours whichever is greater.
- 23.7 An employee who is required to respond to an employment related inquiry or attend a meeting with the Employer for issues related to or arising out of their employment when they are not scheduled to work shall be compensated for the time of the inquiry or meeting at their regular rate of pay. However, employees who are in receipt of wage replacement from another source (e.g. Sick leave, LTD) will not receive any further compensation.

## **ARTICLE 24 – OVERTIME**

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- 24.0 (a) An employee is entitled to overtime compensation for each additional completed period of fifteen (15) minutes of overtime worked;
- (i) when the overtime work is authorized in advance by the Employer,
  - (ii) in the case of an emergency or in any other circumstance deemed appropriate by the employer,
  - (iii) when the employee does not control the duration of the overtime work.
- (b) If overtime is not approved in advance due to an emergency or any other circumstance, it must be approved retroactively, as soon as possible, after such overtime occurs.
- (c) Employees shall record starting and finishing times of overtime in a form determined by the Employer and approved by the employee's immediate Supervisor.
- (d) Entitlement to compensatory time off commences on an hour for hour basis:
- (i) in excess of thirty-three and three (33 3/4) hours up to a maximum of forty (40) hours per week.
  - (ii) at time and a half in excess of forty (40) hours per week.
- (e) Compensatory time off shall be taken within a ninety (90) day period. An extension of the ninety (90) day period may be allowed if agreed to in written form and signed by the Employee and Employer. If there is no written extension agreement, between the Employer and Employee, the Employee shall be paid for such hours.
- (f) An employee required to work two (2) hours beyond their scheduled normal workday, will be reimbursed for a meal allowance of up to ten (\$10.00) dollars and up to twenty (\$20.00) dollars if the overtime is accumulated outside of the Niagara Region.
- (g) If the Employer for any cause, determines the agency to be closed, an employee who is required to work and is not allowed to leave their post, shall be paid overtime, until replaced by the next shift employee.

(h) With supervisory approval, child welfare employees who are required to carry out their direct service duties outside of the Niagara Region and who are required to stay overnight (eg. when repatriating clients or responding to a subpoena resulting from child welfare matters) shall be compensated for time spent travelling and direct time worked.

The determination of what qualifies as direct work shall be determined by agreement between employee and the direct supervisor. To the extent possible, such determination will be made in advance of the work being performed. However, it is understood that unanticipated events or circumstances may arise that will require adjustments and or approvals after the fact. In all cases the determination of what constitutes direct work will be reasonable and equitable.

24.1 Opportunities for overtime shall be distributed by the Employer as equally as is practical among the employees in a department who normally perform the work involved when averaged over a six (6) month period.

24.2 The Supervisor shall make every reasonable effort to accommodate the wishes of an employee with respect to the time and manner of taking lieu days and compensatory time off, subject to operational needs.

The maximum number of consecutive days off in lieu of overtime payment shall be limited to five (5) days at any one time. The scheduling of lieu days off must be approved by the employee's immediate supervisor.

24.3 The Employer will accept an employee's request to be excused for personal reasons from an overtime assignment on the understanding that the parties agree overtime is necessary and on occasion when no other employee who normally performs the work is available, may require the refusal of such an employee's request.

24.4 Call Back

An employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift or regular day hour of work, shall be paid a minimum of four (4) hours pay at their basic hourly rate or at the applicable overtime rate for the time worked on the call in, whichever is greater.

## **ARTICLE 25 – EMERGENCY ON CALL (AFTER HOURS SERVICE)**

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25.0 No employee under this Agreement will be required to be on "Emergency On-Call (After Hours Service)".

## **ARTICLE 26 – LEAVE OF ABSENCE – GENERAL**

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26.0 For the purpose of this Agreement, a "leave of absence" is an authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Employer.

- 26.1 (a) An employee may request up to five (5) days off per year with no loss of pay to attend to personal matters related to:
- unpredicted family health emergencies where alternative arrangements cannot be reasonably made;
  - unpredicted family care arrangements where alternative arrangements cannot be reasonably made;
  - scheduled appointments for both personal and family health matters where the appointment cannot be reasonably made outside the normal hours of work.

Employees requesting Personal Leave Days must do so in writing at least one week in advance except in the case of emergencies where the employee will give such notice as soon as is practicable after the circumstances become known. In the case of scheduled appointments the Supervisor shall grant such leaves subject to the Employer's ability to provide necessary service coverage.

Personal Leave Days cannot be carried over into the next calendar year and there is no cash payout in lieu of.

- (b) A leave of absence of five (5) calendar days or less without loss of seniority shall be considered as informal leave and may be granted by the Director of Human Resources provided the leave does not unreasonably interfere with the efficient operation of the Employer. Such leaves may be charged to vacation time or taken as unpaid leave. To the extent possible, such requests must be made at least one (1) week prior to the requested starting date of the leave.
- (c) A leave of absence without pay of more than five (5) calendar days shall be considered a formal leave and may be granted by the Executive Director or designate. To the extent possible, such applications must be made in writing at least two (2) weeks prior to the requested starting date of the leave. Such leaves shall not exceed three (3) months except in special circumstances. Seniority shall accumulate during such leave.
- (d) For the purpose of this Agreement except where otherwise provided in the respective plans, insurance coverage during any formal leave of absence shall be administered as prescribed in Article 40 of this Agreement.
- (e) Upon return from an approved leave of absence, an employee will be reinstated in their position as per article 27.3 (a).

- 26.2 (a) Upon request to the Employer, an employee elected or appointed to represent the local on Union business shall be allowed leave of absence with pay and benefits provided that such leave will not total more than sixty (60) working days per calendar year for the total bargaining unit; not more than four (4) persons shall be granted leave at any one time. No person shall be granted more than five (5) consecutive days leave. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Notice of such leave is to be given to the Director of Human Resources at the first opportunity and at least two (2) weeks prior to such leave taking place. The Employer agrees to consider requests for leaves above the numbers allocated to address special circumstances.
- (b) Upon receipt of not less than one (1) month's notice, the employer shall grant a leave of absence to not more than one (1) employee who is elected or selected for a full time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress for a period of up to two (2) years. At the discretion of the Employer such leave may be extended for a further period not to exceed two (2) years. During such leave the Employer will not be liable for any salary or benefits and such employee shall be employed by CUPE or the appropriate affiliate. Any employee granted such leave agrees to notify the Employer of their intention to return to work eight (8) weeks prior to the conclusion of such leave.
- 26.3 (a) Upon receipt of not less than one (1) month's notice, the Employer may, at its discretion, grant an employee with five (5) years or more seniority a leave of absence for a period of up to one (1) year. The leave shall be without pay and continuation of benefits will be at the employee's expense. Seniority for the purpose of Articles 18 & 21 only will accumulate during the first seventeen (17) weeks of such leave after which time seniority will be frozen. Upon return to work the employee will be placed in their former position unless otherwise stipulated in writing by the Employer in their response to the employee's leave application. If the employee's former position no longer exists, the employee shall be placed in a position as though being recalled to work following a lay-off in accordance with Article 21.

Employees with less than five (5) years seniority may be granted a leave under the terms as specified provided the employee covers the cost of the benefit by post dated cheques.

- (b) The employee shall give the Employer at least eight (8) weeks' notice of his intention to return to work.
- (c) The employer may, at its discretion, grant additional years leave of absence to an employee without pay or benefits. The employee shall retain their seniority but not accumulate any further seniority. Recall will be in accordance with the aforementioned Article.



## **ARTICLE 27 – EDUCATIONAL LEAVE AND CAREER DEVELOPMENT**

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- 27.0 A leave of absence without pay for educational or career development purposes may be granted to an employee who has completed two (2) years continuous service. The Employer will endeavour to grant at least one (1) employee each year such educational leave provided such leave does not interfere with the efficient operation of the Employer.
- 27.1 A request for a leave of absence for the purpose of full time study at an educational institution will be considered for one (1) academic year at a time. Where an employee who has successfully completed any one year of studies, wishes to return for a second or subsequent year of studies, they should reapply for a further leave of absence; and the Employer may not unreasonably withhold or refuse extension of such employee's leave of absence.
- 27.2 Educational leave selection criteria shall include length of service, performance, acceptance to the course, relevance of the course to the employer and a commitment to return to the Employer upon completion of the program.
- 27.3 (a) The employee must sign an Agreement indicating they will return to the Employer upon completion of the educational leave. The commitment shall be twelve (12) months of employment for one (1) academic year of study.
- (b) Where the employee fails to return to the Employer, they shall reimburse the Employer for the total cost that was expended on their behalf during the period of study. Where the employee resigns from the Employer before the completion of their commitment, the employee shall be required to reimburse the Employer that amount of money which is proportionate to the total cost expended on their behalf.
- (c) Reimbursement for failure to fulfil their commitment will not be expected where the employee has become ill. Individual situations will be reviewed on their merits.
- 27.4 (a) An employee wishing to apply for educational leave of absence shall notify the Director of Human Resources, in writing, of their interest by March 1st of the year the applicant wishes such leave.
- (b) The Employer shall inform all applicants by June 1st of the year of application as to whether or not the leave is granted.
- 27.5 Should an educational leave of absence be granted, the Employer shall continue to pay one hundred percent (100%) of the premium payments for the benefit plans as set out in Article 39.

- 27.6 (a) Seniority will accumulate during the first seventeen (17) weeks of such leave.
- (b) The employee shall give the Employer at least eight (8) weeks notice of his intention to return to work.
- (c) When the employee returns to work upon expiration of an educational leave of absence of up to one (1) year, they will be reinstated in their former position. If the former position no longer exists, the employee shall be placed in a position of comparative classification and value subject to seniority. If the employee notifies the Employer prior to the leave in writing that they do not wish to return to this position, they will be provided with a position at the wages for their classification without the necessity of such vacancy being posted.
- 27.7 An employee may request leave with no loss of salary, to a maximum of five (5) working days per year to attend, at the employee's own expense, professional development courses that would benefit their employment with the agency and provided that such leave does not interfere with the efficient operation of the Employer. Requests must be made in writing to the Director of Human Resources at least two (2) weeks prior to the requested leave.
- 27.8 The Employer may post notice of any forthcoming extension courses or work study programs, for which employees may be selected, in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application thereof. Whenever possible such notice shall be posted for a minimum of ten (10) days prior to the course.
- 27.9 (a) It is the policy of the employer to maintain a staff training program within the agency, in order to provide an opportunity for employees to upgrade their skills and knowledge, in areas related to their work.
- (b) Where an employee and supervisor identify additional training or developmental needs, or job enrichment opportunities, which may be met by attendance at a conference, workshop, or seminar outside of the agency's own training program, the Director or their delegate may authorize such attendance.
- (c) The employer may pay part or all of the costs of such training, should funds be available and employees will suffer no loss of pay, should all or part of the training require their absence during regular working hours.
- (d) If an employer requires an employee to take additional training or courses and the training or courses is after working hours, all hours spent in training or on course shall be considered as hours worked and the employee shall receive their regular rate of pay or time off in lieu of wages.

## **ARTICLE 28 – BEREAVEMENT LEAVE**

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28.0 Upon the death of a member of an employee's family, the employee will be granted a leave of absence with pay, for bereavement purposes, as follows:

(a) Five (5) working days for:

- Employee's spouse/partner
- Employee's parent or step-parent
- Employee's child or step-child

(b) Three (3) working days for:

- Employee's brother or sister
- Employee's grandparent or grandchild
- Employee's mother-in-law or father-in-law
- Employee's sister-in-law or brother-in-law
- Employee's ward
- Any blood relative permanently residing in the employee's household

(c) One (1) working day for:

- Spouse/partner of the employee's child
- Step-parent of the employee's spouse/partner
- Foster parent of the employee or the employee's spouse/partner
- Foster child of the employee or the employee's spouse/partner
- Grandparent of the employee's spouse/partner
- Step-grandparent or step-grandchild of the employee or the employee's spouse/partner
- Employee's aunt or uncle
- Employee's niece or nephew
- A relative of the employee who is dependent on the employee for care or assistance

(d) Where the funeral occurs outside the province, reasonable travel time up to five (5) working days without pay may be granted at the discretion of the Director of Human Resources.

(e) An employee may request short periods of time off during normal working hours to attend a funeral. A Supervisor may grant such time off should the circumstances warrant it.

(f) Special circumstances are at the discretion of the Executive Director or designate.

28.1 If during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under Article 28.0 of this Article, they shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

## **ARTICLE 29 – COURT LEAVE & LEAVE FOR PUBLIC DUTIES**

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- 29.0 The Employer shall grant leave of absence without loss of seniority to an employee who is required to serve as a juror, or attend at a coroner's inquest, or is subpoenaed as a witness in any Court. The employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 29.1 Where an employee is on call for jury duty and where not required for the entire court day, the employee will report for work as soon as is reasonably possible if discharged from jury duty on or before 12:00 noon.
- 29.2 When elected to Federal, Provincial or Municipal offices, the Employer may grant leave of absence without pay and without loss of seniority accumulated up to the date the leave begins, but with no further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted, on written application. Such leave of absence is at the discretion of the Executive Committee.

## **ARTICLE 30 – PARENT LEAVE**

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- 30.0 The Employer shall grant to an employee, who is not eligible for pregnancy leave, five (5) days leave of absence, without loss of pay and benefits for the needs directly related to the birth or adoption of their child.
- (a) Upon request, the employee concerned shall produce a certificate by a legally qualified medical practitioner specifying, in their opinion, the date upon which the employee's spouse/partner's delivery will occur.
  - (b) Such leave shall be arranged in consultation with the Director of Human Resources.

## **ARTICLE 31 – PREGNANCY, PARENTAL, OR ADOPTION LEAVE**

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31.0 For the purpose of this Article, parent is defined to include a birth parent, adoptive parent, 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 their own.

*Pregnancy, Parental and Adoption Leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, as amended, except where amended in this Article.*

- (a) Upon receipt of medical proof of pregnancy and the employee's due date from a legally qualified medical practitioner and upon the request of the female employee who has been employed for at least 13 weeks prior to her due date, the Employer shall grant a leave of absence to such employee as per ESA.
  - (b) Upon receipt of a notarized statement of intent to place a child for the purpose of adoption and upon the request of the employee, the Employer shall grant a leave of absence to such employee as per ESA.
  - (c) An employee who has been employed for at least 13 weeks and who is a parent and has not taken pregnancy leave shall be entitled to thirty-seven (37) weeks of parental leave following the birth of a child, or following the coming of a child into custody, care and control of a parent for the first time. Parental leave must commence no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- 31.1 An employee may begin pregnancy leave no earlier than seventeen (17) weeks prior to the due date of the child. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 31.2 The request for a leave of absence by the employee must be made in writing to the Employer at least three (3) months prior to the commencement date of the pregnancy leave and one (1) month prior to the commencement of adoption or parental leave, except where unanticipated circumstances develop.
- 31.3 The employee shall give the Employer at least four (4) weeks' written notice of his or her intention to return to work or not from pregnancy, parental or adoption leave.

- 31.4 Upon return to work at the conclusion of a pregnancy, parental or adoption leave, the employee shall be reinstated in the position held prior to the commencement of such leave. If the former position no longer exists the employee shall be placed in a position of comparable classification and value subject to seniority. The Employer shall pay a reinstated employee a wage that is at least equal to the greater of:
- (i) the wages the employee was most recently paid by the Employer; or
  - (ii) the wages that the employee would be earning had the employee worked throughout the leave.
- 31.5 An employee on pregnancy, parental or adoption leave shall accrue seniority pursuant to the *Employment Standards Act, 2000, as amended*.
- 31.6 A regular full time employee who is on pregnancy/parental leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental unemployment benefit (SUB). That benefit will be equivalent to the difference between seventy-five per cent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Agency of the employee's Employment Insurance statement as proof that the employee is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

Employees who have taken Parent Leave under Article 30 of this agreement shall have their entitlement to monies under this article reduced by the amount equal to that already paid to the employee under Article 30.

- 31.7 The sub benefit plan will be paid concurrent with the leave.

31.8 Maternity Related Reassignment

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. The employee's request must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk, and the Employer will implement this request upon receipt of the medical certificate.

## **ARTICLE 32 – PRE-PAID LEAVE PLAN**

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- 32.0 The Pre-Paid Leave plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Article 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- 32.1 The employee must make written application to the Director of Human Resources at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), in accordance with the provisions of Article 26.3 of the Collective Agreement.
- 32.2 The number of employees that may be absent at any one time shall be determined by the provisions of Article 26.3. The year, for purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> of the following year or such other twelve (12) month period as may be agreed upon by the employee and the employer.
- 32.3 Written applications will be reviewed by the Director of Human Resources.
- 32.4 During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- The manner in which the deferred salary is held shall be at the discretion of the employer.
- 32.5 All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the employer and the employee.
- 32.6 All benefits shall be kept whole during the term of the Pre-Paid Leave Plan subject to the terms of the governing insurance policy.
- Contributions to O.M.E.R.S. will be in accordance with the terms of the O.M.E.R.S. Pension Plan.
- 32.7 An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Human Resources. Deferred salary, plus accrued interest, if any will be returned to the employee within a reasonable period of time.
- 32.8 If an employee terminates employment, the deferred salary held by the employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of an employee's death, the funds will be paid to the employee's designated beneficiary.



- 32.9 Upon return to work the employee will be placed in their former position unless otherwise stipulated by the employee in writing in their letter of application. If the employee's former position no longer exists the employee shall be placed in a position of comparative classification and value. If the employee is not returning to their former position they will be placed in a position as though being recalled to work following a lay off in accordance with Article 21.
- 32.10 Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the employer in order to authorize the employer to make the appropriate deductions from the employee's pay. Such agreement will include:
- (a) A statement that the employee is entering the pre-paid leave program in accordance with Article 26 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

## **ARTICLE 33 – NO DUPLICATION OF PAY**

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- 33.0 (a) For the same period of time, an employee shall not receive payments:
- (i) under more than one provision of this Agreement except for car mileage and expense reimbursement and overtime; and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; nor
  - (ii) under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as W.S.I.B. (excluding a partial disability pension), Employment Insurance, Canada Pension Plan, etc. with the understanding that this does not affect the method of handling make up of pay for court leave as specified in Article 29.
- (b) In the event of a situation where duplicate payment under Article 33.0 (a) (i) and (ii) might be in question, the Employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

## **ARTICLE 34 – PAID HOLIDAYS**

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34.0 The Employer recognizes the following statutory and paid holidays at the employee's standard rate of pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Floater Day (in lieu of Remembrance Day)
Victoria Day	Christmas Day
Canada Day	Boxing Day

and either the last working day before Christmas or the last working day before New Year's at the choice of the individual employee and subject to the approval of the Employer.

- 34.1 When any of the said holidays fall on other than a regular working day, then the Employer shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated. Where an employee's regular days off are other than Saturday or Sunday, the employee shall receive within thirty (30) days, a day off with pay adjacent to their scheduled days off subject to Article 34.6.
- 34.2 Should one or more holidays as set out in Article 34.0 occur during an employee's vacation, such vacation shall be extended by the number of days or the employee shall be given the equivalent time off within the calendar year with pay.
- 34.3 In order to be entitled to payment for the holiday, an employee must have worked their full regularly scheduled working day immediately preceding and succeeding the paid holiday or having been scheduled to work fails, with reasonable cause, to work the full day.
- 34.4 An employee required to work on a holiday will be compensated at one and one-half (1-1/2) times their regular hourly rate for the hours so worked on the holiday and another day compensatory time off with pay.
- 34.5 An employee who observes religious holidays on days other than those set out in Article 34.0 may, with prior notification to their immediate Supervisor, use the Floater Holiday or a vacation day or compensating day to observe the religious holiday.
- 34.6 The Employer shall make every reasonable effort to respect the wishes of the employee as to the time and manner of taking compensatory time off as described in this Article.

## **ARTICLE 35 – VACATIONS WITH PAY**

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35.0 (a) Effective January 1, 2007, a full time permanent employee who has completed their probationary period will be entitled to earn vacation time as follows:

On completion of one (1) year service, they shall be entitled to four (4) weeks of vacation;

On completion of nine (9) years service, they shall be entitled to five (5) weeks of vacation;

On completion of eighteen (18) years service, they shall be entitled to six (6) weeks of vacation;

On completion of twenty-five (25) years service, they shall be entitled to seven (7) weeks of vacation.

No employee shall take more than twenty (20) days vacation at one time except by special permission of the Executive Director or their designate. Such request shall not be unreasonably denied.

(b) Vacation pay shall be in the amount of 2% of wages for each week of vacation entitlement, (all monies paid by the Employer to the Employee) as defined in the *Employment Standards Act, 2000, as amended*, including Union leaves.

It is understood that vacations with pay are an earned benefit of employment. However, an employee may continue to earn vacation with pay in accordance with Article 41.1 (c), Sick Leave Benefit at the number of weeks of 100% income, but not thereafter. Employees on an unpaid absence do not earn vacation with pay. Employees on a paid absence will earn vacation with pay.

Upon completion of the probationary period, the employee shall be entitled to utilize earned vacation time subject to Article 35.3.

35.1 Vacations for Daycare Centre employees must be taken during designated school breaks in the elementary school calendar. Time off during school breaks and summer break period in excess of vacation entitlement shall be deemed layoff.

Vacations for Daycare Centre employees must be taken during the designated Christmas break and the two (2) week summer closure. Any remaining vacation leave may be granted as per Article 35.3.

35.2 A full time employee who has completed their probationary period may take all of their vacation in the vacation year in which it is earned subject to the approval of their supervisor but must take their full vacation for such year no later than six months following the vacation year.

- 35.3 The Employer reserves the right to grant an employee's vacation leave, but shall make every reasonable effort:
- (a) to provide the employee's leave in an amount and at such time as the employee may request;
  - (b) to consider length of service while providing for an equitable system for vacation approval, coverage and leave where conflict between requests occurs;
  - (c) not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (d) not to cancel nor alter a period of vacation leave which has been previously approved in writing, provided that the conditions of Article 35.6 have been fulfilled. Article 35.6 will not be used in an arbitrary manner.
- 35.4 On termination of employment, an employee shall be entitled to all outstanding vacation pay earned up to the date of their termination.
- 35.5 Prior to April 1st of each year, the Supervisor shall circulate a schedule (Showing April 1 of the current year through March 31 of the following year) on which the employees will signify their vacation preferences. It is agreed that each employee will indicate a first and second choice. Preference for vacation times shall be dealt with in accordance with Article 35.3 above. It is understood that the employer shall, at all times, be entitled to establish a vacation schedule in accordance with the demands of service. The annual vacation schedule shall be posted no later than April 30th in the year in question.
- 35.6 Before starting vacation leave, employees shall ensure their case recordings are up to date. Employees are expected to organize their day-to-day work responsibilities in a way that allows them to keep their duties up to date. If workload demands are such that an Employee has fallen behind and believes they will be unable to get caught up prior to his/her vacation, they should notify their supervisor of this circumstance as soon as possible. The employee and the supervisor will attempt to formulate a plan to get the recordings up to date in advance of the vacation. This plan may include defined amounts of overtime if the Supervisor authorizes it.
- 35.7 Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave;
  - (b) is hospitalized,
  - (c) is granted sick leave by the Executive Director,
- the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- 35.8 The Employer shall give an employee as much notice as practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation

leave. In the case of denial, alteration or cancellation of such leave, upon written request by the employee, the Employer will provide reasons for the decision in writing.

- 35.9 When the employer cancels or alters a period of vacation which has previously been approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee, and any other lost monies in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee shall make every reasonable attempt to mitigate such losses.

## **ARTICLE 36 – WAGES**

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- 36.0 During the life of this Agreement, the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedules attached hereto, which is hereby made a part of this Agreement.
- 36.1 At the time of hiring, new employees shall receive a letter stating their starting salary and classification according to the Wage Schedules and a statement including a general outline of the job for which they have been hired. Such outline is not to be construed as the official job description.
- 36.2 The Employer may hire a new employee at a rate higher than the starting rate of a classification set out herein where the Employer considers previous experience warrants a higher starting rate.
- 36.3 When an employee is assigned to and performs the principal duties of a higher paying position they shall receive the rate for the job. When an employee is temporarily assigned to a position paying a lower rate, their classification rate shall not be reduced.
- 36.4 (a) Pay Period: The pay period shall end at 11:59 p.m. every other Saturday.
- (b) Pay Day: The employer shall pay salaries, wages and overtime biweekly on the Thursday immediately following the end of the pay period. All employees shall receive an itemized statement of their wages and deductions during their normal shift. All employees are paid by direct deposit to the financial institution of their choice.
- 36.5 All employees shall be granted salary increments as determined and agreed upon by the employer and union as outlined in this collective agreement, according to their classification. Salary increments are effective on the anniversary date of the employee's appointment, promotion or reclassification to their current position.
- 36.6 When an employee moves into a regular full-time position in a higher classification, the employee's salary shall be placed at the salary rate in the new band that provides for a minimum of 4% salary increase over their previous hourly rate.
- 36.7 Where an employee is given notice of layoff and accepts a position in a lower pay band, they shall be placed at the year on the wage grid which corresponds to the year on the grid where they are currently placed.

## **ARTICLE 37 – JOB CLASSIFICATION AND RECLASSIFICATION**

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- 37.0 (a) If the Employer establishes a new job description or a new classification or changes the basic requirements of a job or classification, the Employer shall supply the Union with a copy of the same. The Employer shall set the pay level and discuss the particulars with the Union promptly.
- (b) Within two (2) weeks, the Union shall notify the Employer of its acceptance of the pay level, or its desire to meet and discuss the pay level. Lack of notification shall be construed as acceptance.
- (c) If following the procedure in paragraphs (a) and (b) of this Article, the Parties fail to agree on the pay level and provided notice is given within thirty (30) days of the Employer's final answer, the question may be referred to Arbitration. The Arbitrator shall use no criteria other than the classifications and pay levels in the Wage Schedules attached.



## **ARTICLE 38 – MILEAGE AND EXPENSE REIMBURSEMENT**

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38.0 Employees who are required to use their vehicle for Employer business shall be paid at a rate of fifty (50) cents per kilometre, effective April 1, 2019;

Effective April 1, 2021, a rate of fifty-one (51) cents per kilometre.

The Society reserves the right to specify the means and route of travel, which may include car-pooling, and the use of rental cars. The Union and the Society agree that staff will carry out their duties with respect to travel in the most efficient manner possible.

38.1 Allowable mileage and expenses will be paid by direct deposit.

38.2 Each employee who uses their car for Employer business shall carry a car insurance policy of at least one million dollars (\$1,000,000) public liability and property damage. Proof of such policy shall be furnished to the Employer upon request.

It is understood and agreed that employees in the Child Welfare (Investigation & Assessment, Ongoing Service, Child in Care, Foster Care Resources, Kinship, Family Finder and Adoption Worker), Family Enrichment Worker, New Outlooks and Beginnings Worker and Adult Protective Services classifications using their personal cars for Society business shall disclose work related usage to their personal insurance carrier. Upon submission of satisfactory proof of coverage and expense for business use insurance (annually), eligible employees will be paid a subsidy of up to twenty dollars (\$20.00) per month.

38.3 Public Liability Coverage

The Employer maintains Public Liability insurance coverage against Third Party Liability in the event of legal liability for bodily injury to or death of or damage to property of others. The insurance carried includes, as Additional Insureds, employees acting within the scope of their duties.

For the correct and detailed wording and contract specifications, reference must be made to the Master Policy of the insurance carrier.

38.4 Parking charges while on Employer business will be reimbursed by the Employer.

- 38.5 For safety purposes, the Employer agrees to make cell phones available to staff who are required to work in the field. The parties agree that advances in technology may affect the effectiveness of cell phones as a communication and safety tool and the agency reserves the right to periodically review the cost effectiveness of this technology.
- 38.6 Each employee required to carry an "F" class driver's licence as a condition of their employment shall be reimbursed up to a maximum of \$50.00 for the medical certificate required to maintain said licence.

## **ARTICLE 39 – GENERAL BENEFIT PROGRAM**

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39.0 (a) The Employer contributes towards premium payments for coverage for each regular full time employee under the following insurance plans:

**Item I - Employer's Health Tax - Ward Hospital Coverage**

**Item II- Supplementary Health Insurance Plan (Major Medical Benefits)**

Including vision care coverage of \$300.00 per twenty-four (24) month period.

Hearing Aid coverage to a maximum of \$800.00 every 48 months.

No coverage for "over the counter" prescription drugs.

**Item III - Group Life Insurance, Accidental Death and Dismemberment Insurance and Dependent Life Insurance.**

**Item IV - Dental Care Plan** - reimbursement will be based on a one (1) year lag in the ODA rates effective the date of ratification of this agreement and implemented on Jan. 1st of each year. Periodontal recall every nine (9) months.

Dental plan includes 50% of orthodontic services, for a maximum of \$750.00 per year and to a lifetime maximum of \$1,500.00 for dependant children 6-18 years of age.

(b) The above items are mandatory as a condition of employment for each employee residing in Ontario. However, where an employee is able to furnish proof of enrolment with spouse on Item I, II, III and IV, they shall so advise the Director of Human Resources and shall be exempt from such coverage.

(c) Employees are eligible for Items II, III and IV on the first of the month following a six (6) month waiting period.

(d) The Employer shall pay for each participating regular full time employee one hundred percent (100%) of the cost of items I, II, III and IV in Article 39.0 (a) above.

(e) The Employer shall provide the opportunity for an employee at their own option and at the employee's cost through payroll deduction to buy at group rates voluntary Personal Accident Insurance and Optional Term Group Life Insurance subject to the eligibility provisions of the applicable insurance plans (as permitted by the *Human Rights Code*).

(f) Employees must notify the agency in writing of any changes to their benefit status.

(g) The employer may change benefit carriers provided the benefits provided under

the new carrier are equal to or greater than the benefits described in Article 39.0 (a). The employer shall provide the Union with notice of intent and confirmation of benefit levels prior to the changeover in carriers.

A copy of the benefit plan booklet shall be provided to the Union within 30 days of ratification in any contract year. In the case of a changeover in carriers, the employer will provide a copy of the benefit plan booklet within 60 days of the actual date of changeover to a new carrier.

39.1 (a) In the case of absence for lay off or formal leave of absence, the Employer will continue to pay its share of the premiums of all items mentioned in Article 39.0 to a maximum of three (3) months from commencement of absence, except for educational leave of absence (Article 27.5) where such premiums will be paid for the duration of such leave.

(b) Where an employee is absent because of illness for which they are in receipt of sick leave pay under the terms of Article 41.1 of this Agreement, the Employer shall continue to pay its share of premiums of items mentioned in Article 39.0 until such time as the employee is no longer in receipt of basic sick leave pay under the terms of this Agreement.

39.2 In the case of absence for illness, injury compensable or not, or lay off and where the Employer has fulfilled its responsibilities as set out in Article 39.0, thereafter the employee may pay full premiums through the Employer if they so desire for a maximum period of twelve (12) months.

When an employee with ten (10) or more years of active service with the employer goes on long-term disability the employer will continue to pay its share of premiums for benefits under Article 39.0 of the Collective Agreement for as long as the employee is on long-term disability. When an employee with less than ten (10) years of service goes on long-term disability, the employer will continue to pay its share of premiums up to the length of the employee's active service with the employer.

39.3 The terms of the policies and the rules and requirements of the various carriers of this General Benefit Program shall govern. It is understood that the Employer's liability under this Article is limited to the payment of premiums as set out in this Article and that, by agreeing to make the group insurance plans set out in this Article available, the Employer does not assume the role of insurer and will not be liable as insurer.

39.4 The Employer will pay the premiums for coverage of the benefits listed in items II, III and IV in Article 39.0 (a) with Group Life and AD&D to a maximum of \$50,000 for any employee (who is otherwise eligible under the applicable insurance plans) with 20 or more years of continuous service who takes early retirement (i.e. Prior to age 65) pursuant to the Ontario Municipal Employees Retirement System ("OMERS"), and immediately upon taking such retirement, receives a pension from OMERS. Such coverage will be maintained until the employee reaches the normal retirement date, stops receiving an OMERS pension or dies, whichever occurs first. The parties

agree that the payment of premiums under this article does not create any rights under this agreement for retirees, save and except for the right of the Union to grieve the non-payment of such premiums.

### 39.5 Wellness Strategy

The parties are committed to creating a workplace culture that supports wellness of all individuals working within the child welfare sector and agree that nurturing and caring for ourselves and one another are fundamental to the creation of an environment that enables quality service to children, youth and families.

Therefore, a Health Spending Account will be provided subject to the following conditions:

Establish a Health Spending Account beginning January 1, 2019 for the calendar year in the amount of \$1000 and then on January 1<sup>st</sup> of each year for the term of this agreement and then each year thereafter subject to a renewal of this provision in the subsequent Collective Bargaining Agreement.

The account would pay for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

- (i) a one-year roll-over consistent with CRA rules may be accumulated in a health spending account
- (ii) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules
- (iii) be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans
- (iv) be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix A".

## **ARTICLE 40 - PENSIONS**

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40.0 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees Retirement System which becomes effective in the first (1<sup>st</sup>) month of employment for a new regular full time employee hired, and at the time of transfer for an employee transferring from another Employer and currently participating in OMERS. The employees and the Employer shall make contributions in accordance with the following schedule:

<b>PENSION PLAN</b>	<b>EMPLOYER CONTRIBUTION</b>	<b>EMPLOYEE CONTRIBUTION</b>
Canada Pension Plan	as per Government Schedule	as per Government Schedule
Ontario Municipal Employee Retirement System (OMERS)	as per contribution set out in OMERS Act	as per contribution set out in OMERS

40.1 Retirement options shall be consistent with the criteria specified in the OMERS plan at the time the employee elects to retire.

## **ARTICLE 41 – INCOME MAINTENANCE**

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### **41.0 Work Place Safety Insurance**

- (a) The Employer shall pay the premiums for accident insurance coverage for employees under the provisions of the Workplace Safety Insurance Board in the event of accidents occurring while engaged on Employer business.
- (b) All accidents and injuries shall be reported immediately to a Supervisor. The affected Employee and Supervisor will then advise Human Resources who will complete the required Form 7 and have the employee sign, if the employee is available. The Employer shall provide the Employee and the Union with a copy of the Form 7 and submit it to the W.S.I.B. (as required by the guidelines) in order to give the Employee an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide to the employee any return to work plan or any other prescribed information and/or correspondence between the Employer and the W.S.I.B., not copied to the employee.
- (c) An employee receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B. shall accumulate seniority and shall be entitled to all benefits from this Agreement during seventeen (17) weeks of absence. After seventeen (17) weeks of absence, entitlement to vacation and special leave days will be frozen and reinstated upon his/her return to work. Employees continue to accumulate seniority while on WSIB leave.
- (d) Subsequent to the day of injury, upon request employees shall receive a salary advance until approval of WSIB payment(s). Upon receipt of payment from WSIB, the employee will notify the employer and any advances received will be repaid by the employee. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

#### 41.1 Sick Leave Plan

- (a) For the purpose of this Agreement, "sick leave" means the period of time a full time employee is permitted to be absent from work with pay by virtue of being sick, quarantined or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- (b) The Employer may require an employee to produce a certificate from a qualified medical practitioner for any absence due to illness or injury. Where such certificates are requested, the Employer will reimburse the employee up to a maximum of fifty (50) dollars upon receipt of payment of the medical certificate.
- (c) Sick Leave Pay shall be provided by way of an employer funded Short Term Salary Continuance Plan payable for a maximum of 17 weeks according to the following table:

<b>Length of Service</b>	<b>Sick Leave Benefit</b>
Less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 15 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 13 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 11 weeks
5 years but less than 7 years	100% of income for 8 weeks 66 2/3% of income for 9 weeks
7 years but less than 9 years	100% of income for 10 weeks 66 2/3% of income for 7 weeks
9 years but less than 10 years	100% of income for 12 weeks 66 2/3% of income for 5 weeks
10 years and over	100% of income for 17 weeks

Such benefits will be reinstated after a one month return to work in the case of a new illness and three months in the case of a recurring matter.

Sick leave credits accumulated by employees prior to December 31, 1985 under the previous sick leave plan, shall be frozen and may be used to supplement the short term sick leave plan on an hour for hour basis.



- (d) Exceptional circumstances regarding a sick or injured employee may, at any time, be considered by the Executive Committee of the Board of Directors who shall present their recommendation to the Board of Directors for approval.
- (e) An employee who has 10 or more years of service prior to December 31, 1985 who terminates, or retires shall be entitled to a gratuity amounting to one-half ( $\frac{1}{2}$ ) the sick leave standing to their credit as at December 31, 1985 to a maximum of six (6) months earnings, at their salary rate current at December 31, 1985.

An employee hired prior to December 31, 1985 who has at date of retirement ten (10) or more years of service, shall be entitled to a gratuity amounting to one-half ( $\frac{1}{2}$ ) the sick leave standing to their credit as at December 31, 1985, to a maximum of six (6) months earnings, at their salary rate current at December 31, 1985.

- 41.2 (a) Long Term Salary Continuance: (as per terms of Master Policy underwritten by the Carrier)
- (b) The Employer shall pay one hundred percent (100%) of the premiums of the Long Term Salary Continuance Plan.
  - (c) Enrolment in this insurance plan is a condition of employment. Membership will commence on the first of the month following the six (6) month waiting period.
  - (d) The plan provides for a long term salary continuance plan subject to seventeen (17) weeks elimination period due to disability as a result of non-compensable accident or sickness.
  - (e) The income benefit is 66-2/3% of all normal earnings at time of cessation of employment to a maximum of twenty-five hundred dollars (\$2,500) with medical evidence of insurability.
  - (f) Employees continue to accumulate seniority while on Long Term Disability (LTD).
  - (g) An employee who returns to work from sick leave, long term disability (LTD) or WSIB leave will be returned to work in their former position where the period of absence was one (1) year or less. Where the period of absence exceeds one (1) year or where the employee's former position no longer exists, the employee shall be placed in a position as though being recalled to work following a layoff in accordance with Article 21.

41.3 Employment Insurance

Payment of Employment Insurance is, by law, a condition of employment.

## **ARTICLE 42 – EMPLOYEE PROTECTION**

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42.0 (a) Subject to the provisions outlined below, the Employer shall provide a legal counsel for employees and former employees in connection with interviews or investigations involving outside authorities or agencies (excluding internal reviews contracted by the Employer) where there is a potential that legal action(s) may be taken against such employees arising out of the performance of the employee's authorized duties and responsibilities. During internal reviews, employees may have the Union President or Union President's designate attend for support.

[Note: The provision of paid legal counsel for an employee is contingent upon the employee fully cooperating with the Employer in investigating any incident giving rise to the need for legal counsel and protection. This requirement is a condition of the terms of the insurance coverage for legal counsel.]

(b) The Employer shall provide a legal counsel for employees or former employees who are named as parties in civil proceedings or charged with criminal offences as a consequence of any action(s) taken in the performance of the employee's authorized duties and responsibilities as follows: The Employer shall pay premiums for insurance coverage, subject to availability, which insurance pays 100% of the legal costs (counsel fees and necessary disbursements) in defence of a charge laid under the Criminal Code of Canada or any Provincial Statute, not including the Highway Traffic Act or is named in a civil proceeding arising out of the performance of their duties, subject to the following limitations.

- (i) the selection of counsel for civil matters shall be assumed by the insurance company.
- (ii) the selection of counsel for criminal matters shall be assumed by the employee and the coverage applies until such time as there is
  - (a) a finding of guilt, or
  - (b) a pleading of guilt
- (iii) the maximum legal costs which will be paid will not exceed \$100,000 per individual claim and overall policy maximum in any one year for all claims will fall within the Employer's aggregate coverage.

- (c) The Employer agrees that in situations where criminal charges have been laid against an employee and, on review, the Employer is satisfied that the employee has carried out the Employer's mandate and/or service in good faith and in a professional manner; and provided that the employee has not committed a culpable breach or dereliction of said duties and/or responsibilities, the Employer may place the employee as follows:
- On a leave of absence with full pay and benefits (subject to the terms of the benefits plans); or
  - In another position which does not displace another employee and without change in pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.
- (d) This Article shall not be deemed to authorize or condone the commission of any unlawful act or activity not considered to be within the scope of the Employee's duties.
- (e) It is understood that payment under the terms of this Article does not prejudice the Employer's right to take disciplinary action against an employee.
- (f) The Employer shall provide pay for the reasonable fees and disbursements of a legal counsel for employees and former employees where action is taken against the employee before any administrative tribunal or disciplinary body alleging improper conduct by the employee while acting for the Society in the course of the employees authorized duties and responsibilities. The Employer will provide a list of at least 5 lawyers from whom the employee may choose the legal counsel. Such list shall only contain names of legal counsel that are mutually acceptable to the Employer and the Union.
- (g) In the event this article is triggered for any reason, the President of the local Union or their designate shall be notified immediately and the Employee will be reminded of their right to seek advice from the Union.
- (h) It is understood that if a conflict of interest between an employee and the Society arises with respect to an incident that triggers the provision of legal representation under this Article, the Employer shall discontinue payment for legal representation effective from the point the conflict is identified. Should this take place, the affected employee(s) would assume personal responsibility for legal fees (or make other suitable arrangements) until or unless the conflict is resolved. In the event the conflict is resolved the employer will reassume responsibility for legal fees. The president of the Local Union or their designate shall be kept fully apprised of this situation if it occurs.

42.1 In a situation where in the course of their duties a worker is assaulted, threatened, stalked or subjected to any action or activity falling under the criminal code and they exercise their right to lay charges, the employee shall immediately inform the employer. The employee shall be granted leave of absence without loss of regular pay to attend related court hearings.

42.2 The Employer and Union recognize that mental illness, alcohol and drug addiction and family problems are medical disorders or may lead to medical disorders that may have a negative effect on performance in the workplace.

They further recognize the social, personal and economic problems associated with them.

Accordingly, the Employer agrees to provide employees with an employer funded Employee Assistance Program as agreed upon by the Employer and the Union in consultation with the Employee Assistance Program Committee.

The Employee Assistance Program committee will consist of a representative from the Board of Directors, three (3) representatives of the Union, two (2) representatives of the employer and such direct service employee representation as to be determined by the committee. The committee will meet bi-monthly to monitor the progress of the E.A.P. Program, evaluate results and provide direction for educating employees and to make recommendations to the Board of Directors.

42.3 Any employee who has completed probation will have reasonable access to their personnel file.

## **ARTICLE 43 – PAYROLL DEDUCTION PLANS**

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### **43.0 Canada Savings Bonds**

Purchase of savings bonds may be arranged through the payroll deduction plan. Employees will be advised of all available issues.

### **43.1 United Way Contributions**

Employees contributing to the various United Way Agencies throughout the Niagara Region may arrange for payment of contributions through the payroll deduction plan.

## **ARTICLE 44 – EVALUATIONS**

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- 44.0 (a) All employees must receive a written evaluation two (2) weeks prior to the completion of the probationary period and every year thereafter.
- (b) When a formal evaluation of an employee's performance is made, the employee concerned must be given an opportunity to sign the evaluation form in question upon its completion to indicate that its contents have been read. A copy of the evaluation form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (c) An employee has the right to make written comments to be attached to the evaluation form.
- (d) Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.
- (e) With exception of the evaluation made during the probationary period, the content of such evaluations may be subject of a grievance by the employee.

## **ARTICLE 45 – JOINT HEALTH AND SAFETY**

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- 45.0 (a) The Employer will continue to make provision for the health and safety of its employees in accordance with the Occupational Health and Safety Act (OHSA) and its regulations. The standards prescribed under legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committees or as negotiated with the Union.

Joint Health and Safety Committees shall be established and maintained in accordance with the OHSA and its regulations. Both parties will endeavour to appoint committee representatives that are interested in establishing and maintaining a safe and healthy work environment.

- (b) The Employer and the Union jointly recognize the particular safety issues inherent in the provision of human services to some clients. All staff members are therefore encouraged to pro-actively identify safety risk situations to their supervisor so that steps may be taken to minimize risk. These steps may include pairing up of staff or police accompaniment.
- (c) A Joint Health and Safety Committee shall be maintained and composed of a minimum of two (2) representatives appointed by the Employer and five (5) representatives appointed by the union as agreed by the Joint Health and Safety Committee and laid out in the Terms of Reference.

The Joint Health and Safety Committee shall hold meetings quarterly and matters related to safety and health shall be dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the employer and to the union.

- (d) The parties recognize that accommodation of employees under the *Human Rights Code* is an obligation of both the Employer and the Union and, accordingly, when an employee is unable to perform the essential functions of their job without accommodation, a meeting with the employee, up to three representatives of the Employer and up to three representatives of the Union shall be held to discuss possible accommodations which may be made without undue hardship. Such a committee shall assist, as necessary, with any return to work issues that arise following a leave of absence due to disability or illness.
- 45.1 The Employer shall comply with all applicable federal, provincial and municipal Health and Safety Legislation and Regulations.
- 45.2 The Employer agrees to reimburse the cost of safety boots for the Courier Maintenance I and Courier-Maintenance II positions to a maximum cost of one hundred and twenty five dollars (\$125) each year provided that the employees wear the safety boots. In addition the employer will reimburse one hundred dollars (\$100) per year for industrial clothing.

## **ARTICLE 46 – JOB SHARING**

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- 46.0 Job sharing arrangements will not be used to eliminate full-time staff complement. When an employee wishes to share a job the following will apply:
- (a) Each job sharing arrangement will temporarily replace one full-time bargaining unit position. The job will be split into two (2) parts.
  - (b) Job sharing will be limited to one (1) full-time bargaining unit position per team or supervisor, unless otherwise agreed to by the parties.
  - (c) The employer may request at any time that an unsuccessfully posted position be shared under the terms of this Agreement.
  - (d) The request for job sharing will be made by two (2) current full-time bargaining employees who have completed their probationary periods. This request will be related to one particular bargaining unit position. The Supervisor of the position in question must be in agreement with the job sharing request. When considering a request for job sharing, the Employer shall take into account, among other things, its own service needs, the service needs of its clients and the community-at-large, the employee's ability to co-ordinate workload, and the impact of the job sharing arrangement on co-workers. Approval for job share arrangements will not be unreasonably denied. In the event of a dispute regarding the approval, the request may be reviewed by the Director of Human Resources whose decision will be final.
  - (e) When a job sharing arrangement is approved:
    - (i) in the case where two employees request the job share arrangement of one position, the provisions of Article 20 will not apply, and the Employer will allow those two employees to assume the job shared position;
    - (ii) in the case where only one (1) employee requests a job sharing arrangement for their current position, Article 20 will not apply to that part of the position that the employee wishes to assume, and the other part of the position will be filled in accordance with Article 20;
  - (f) When one or more vacancies arise as a result of employees assuming job shared position, Article 20 will not apply, and each vacancy will be filled on a contract basis for the duration of the job sharing arrangement, up to a maximum period of one (1) year.
  - (g) Seniority and Service will be prorated for all purposes during the job sharing period.
  - (h) All Seniority and Service related benefits will be prorated during the job sharing period.



- (i) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.
- (j) All benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the employer will only be required to contribute or pay premiums or provide benefits consistent with the Collective Agreement as if there was one employee in the full-time position rather than two. Premium payments required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deductions of premium payments must be provided to the employer as a condition precedent to their participation in the benefit program.
- (k) Benefit levels (i.e. Group Life Insurance, Accidental Death and Dismemberment, OMERS, and Long Term Disability) will be related to the gross income of the job sharing employee.
- (l) Hours and days of work and specifics of job duties will be established by the Supervisor in accordance with service needs after consultation with the employees involved.
- (m) For job sharing requests to be considered, the employees' ability to coordinate workload will be taken into account.
- (n) The employer will not be liable to make any payment in excess of what is required for a full-time employee performing all of the work of a full-time position under the Collective Agreement simply because two employees are sharing the single job. Payments will be shared, not duplicated.
- (o) Overtime for job sharing employees will be considered authorized hours worked in excess of the normal work week for the full-time position and will be compensated for as prescribed by Article 24 of this Collective Agreement. Overtime compensation or time in lieu will be shared by the job sharing employee in the same proportion as the overtime is worked by them and in no event will be greater than if the position was occupied by one (1) employee instead of two (2).
- (p) Employees involved in job sharing arrangements will continue to be members of the full-time Collective Agreement as modified by this Job Sharing Agreement.
- (q) In the event one employee transfers or their employment comes to an end before the end of the term of the job sharing arrangement, the remaining employee will:
  - (i) be assigned to the position full-time or;
  - (ii) continue in the job-sharing position if there is another employee requesting job sharing who meets the requirements as noted above.

- (r) When a job sharing arrangement comes to the end of its term, incumbents who are members of the bargaining unit will return to their previous bargaining unit positions. If during the term of the job share one of the incumbent's positions is made redundant, the provisions of Article 21.2 will apply.
  
- (s) Notwithstanding the above, or any other Article of the Collective Agreement a job sharing arrangement will be effective for a maximum period of one (1) year, subject to extension by mutual agreement and approval. This provision will not operate to preclude the Employer from ending the employment of either employee in a job sharing arrangement due to layoff, deemed termination, dismissal for just cause, or as otherwise permitted under the Collective Agreement.

## **ARTICLE 47 – DURATION AND RENEWAL**

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- 47.0 This Agreement shall go into effect on the day after the agreement has been ratified by both the Union and the Board of Directors and shall continue in effect until March 31, 2023 and thereafter shall continue from year to year unless not more than ninety (90) days prior to March 31, 2023, or any subsequent year either Party gives written notice to the other Party that it desires revision, modification or termination.
- 47.1 In the event of such notification being given as to the revision or modification of the Agreement, arrangements for negotiations shall be made within fifteen (15) days following such notification.
- 47.2 This Agreement is to remain in effect during all stages of negotiations and conciliation procedures as outlined in the Ontario Labour Relations Act, as amended from time to time.

## **ARTICLE 48 – PROVINCIAL DISCUSSION TABLE**

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### **48.0 Job Security**

#### **(a) Qualifications**

- (i) Should job qualifications be changed by the employers, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.
- (ii) Should job qualifications be changed as a result of legislation or government directives, MCYS shall work with the employers and the unions to develop a plan to mitigate any negative impact for staff.

#### **(b) Organizational Changes**

- (i) The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- (ii) The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.
- (iii) The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.

#### **(c) Restructuring, Mergers OR Amalgamation**

- (i) The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Appendix B", and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.
- (ii) HRAPs are intended to minimize adverse impacts during those integrations.
- (iii) An employee who is subject to permanent layoff shall have the following entitlements:
  - (a) be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
  - (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the applicable collective agreement.

#### 48.1 Recruitment and Retention – Mobility of Employees in the Child Welfare Sector

The parties to this agreement recognize the value of retaining experienced employees. In order to provide mobility and enhanced service-based rights for employees who may wish to relocate from one agency to another, the following measures are to be enacted:

- (a) All bargaining unit vacancies that occur at a participating Employer, where the Employer has exhausted their normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- (b) Employees hired from one agency into another will be required to complete a full probation period as per the collective agreement of the hiring Employer.
- (c) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the length of his/her most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

#### 48.2 Process of PDT Referral to Local Tables and Dispute

- (a) The Employers group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date.
- (b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms agreed to above by their local principals.
- (c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (d) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the PDT agreement the provisions of the local collective agreement shall be used to resolve such disputes.

- (e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that Part (d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
- (i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
  - (ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
  - (iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) If the parties are unable to agree on an arbitrator as per (e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

## **LETTER OF UNDERSTANDING #1 – WORKLOAD**

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### **WORKLOAD**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES And its LOCAL 2328**

### **PART I**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth of every employee. The Employer further recognizes that the issue of workload is a serious concern to bargaining unit members. The Employer and the Union recognize the responsibility to provide services through employees of Family and Children's Services Niagara in accordance with the Child, Youth and Family Services Act and to conform to current Ministry standards. It is also the responsibility of the Employer to manage the resources allocated to it by the Ministry of Children and Youth Services in order to establish and maintain an effective infrastructure to facilitate the employee's achievement of said standards.

Further, the Employer and the Union recognize that workload can fluctuate and should therefore be reviewed on a regular basis, with the goal of fair, reasonable and equitable distribution of workload. Employees cannot refuse to accept a case based on workload issues.

It is the goal of the Society to achieve the following caseload ranges:

- Investigation and Assessment 8 -11 (monthly assignments).
- Ongoing 14 – 18 (active cases).
- Child In Care 15 – 18 (active cases).
- Long Term Care 15 – 19 (active cases).
- Resources Department - Foster Home Support 25 – 30 (active cases).
- Kinship (pilot project) 18 – 21 (active cases)

In order to monitor individual caseload ranges, the employer will conduct regular reviews of workloads. A report that identifies the number and type of files for each employee in that sector shall be sent to the Union on a monthly basis.

## **PART II**

Accordingly, the Employer and the Union agree to review and monitor workload issues by the following means;

### **Workload Review Process for Investigation and Assessment, Ongoing and Child in Care Staff and Resources Staff:**

#### **Step 1**

The employee's supervisor on an individual and team basis will review issues relating to the fair distribution and volume of workload. The supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision or team meetings. Factors to be taken into consideration prior to assigning cases may include but are not limited to the following:

- Assignment to the training team as a new hire.
- Number of cases before the court.
- Number of designated high-risk cases.
- Number of supervised access visits.
- Number of workers on the team.
- Amount of driving time required.
- Team coverage.
- Leaves of absence, including vacation and sick leave.
- Complexity of cases affecting service needs.
- Agency related committee work and field instruction.
- Coaching and mentoring of new staff.
- Attendance at training sessions.
- High profile and /or contentious cases.
- Linguistic skills.
- New technology and systems or software.
- Other employment related duties or assignments.
- Initial assessment for kinship service.

#### **Step 2**

Where an employee identifies that their workload is becoming unmanageable, an employee may request a workload review by their immediate supervisor in accordance with this Letter of Understanding.

In order to distinguish between this review and an informal discussion regarding day-to-day workload matters between an employee and their supervisor, the request for a workload review must be in writing outlining specific issues.



In addition, a Supervisor will conduct a caseload review when an employee's caseload reaches any of the following levels:

- Investigation and Assessment – 10 monthly assignments or if a caseload exceeds 21 active cases.
- Ongoing – 16 (active cases).
- Child in Care – 17 (active cases).
- Long Term Care – 17 (active cases).
- Resources Department – Foster Home Support – 29 (active cases).
- Kinship (pilot project) – 20 (active cases).

### **Step 3**

A meeting between the supervisor and employee will be held within five (5) working days of the request or such period of time that the employee and supervisor agree to. The purpose of the meeting is to develop a plan to address workload issues including agreed upon solutions. These solutions will be in writing and signed by all parties with a copy to the appropriate Service Director. Remedies may include but are not limited to the following:

- Redirecting the cases.
- Protecting recording time.
- Deploying additional staff on a contract basis.
- Additional training to support skill development.
- Development of a workload management plan.
- Other remedies as may be appropriate.

### **Step 4**

If the issue is not resolved in Step 3, the supervisor will refer the matter to the appropriate Service Director who will determine an alternative resolution and provide a written response to both the Supervisor and employee within ten (10) working days. The Union shall receive a copy of the Service Director's response.

If the issue is not resolved the Service Director will refer the matter to the Director of Child Welfare Services who will provide a written response to all parties (including the union) within ten (10) working days.

(Note: Where it is determined that the solution to an issue identified in a Workload Review requires a broader scope or systemic action the Director of Child Welfare Services and relevant Senior Management will review the matter and notify the Union of its proposed course of corrective action.)

### **Part III**

Workload will be a recurring agenda item at Service Directors and Labour Management meetings.

A meeting that includes two members of the union executive, the Director of Child Welfare Services and two Service Directors will occur at least twice during the calendar year for the purpose of discussing workload issues in general. In the event a serious issue that impacts on workload is identified, either party may request a meeting be held to discuss that specific issue.

The Director of Child Welfare Services will advance any recommendations as appropriate and a response will be provided in writing (with a copy to the Union).

### **Part IV**

The Employer agrees that employees are entitled to request Workload Reviews and they will not be subject to discipline or performance reviews for doing so.

It is agreed and understood that any grievance arising out of this Letter of Understanding shall be limited to failure to comply with the undertakings specifically outlined in this Letter of Understanding.

Either party may request that this Letter of Understanding may be renegotiated in the event there is an impact in the operations of the Society as a result of changes to legislation or standards.

**LETTER OF UNDERSTANDING #2 – EMPLOYMENT STABILITY**

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**EMPLOYMENT STABILITY**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The Employer and Union agree that no regular full time employee hired prior to the implementation of Bill 76, The Social Work and Social Services Act, shall be dismissed, displaced, or have his/her regular hours reduced by the Employer because of a requirement to register with the College of Social Workers and Social Service Workers.

**LETTER OF UNDERSTANDING #3 – EMPLOYMENT INSURANCE REBATE**

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**EMPLOYMENT INSURANCE RATE**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The parties agree to redirect the annual Employment Insurance rebate for each employee to the General Benefit Program outlined in Article 40 of the Collective Bargaining Agreement.

**LETTER OF UNDERSTANDING #4 – TECHNOLOGICAL CHANGE**

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**TECHNOLOGICAL CHANGE**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

Both parties recognize the advantages of advancing and changing technology and will encourage and promote such change. To achieve this the Society agrees to meet with three elected members of the union, one of whom shall be the president or designate for the purposes of discussing the introduction of new and/or changing technology which may have an effect on bargaining unit employees.

At such meeting, the Society will provide the union with all necessary information regarding the changes and/or new technology and the date the Society proposed to commence such change. This meeting will provide no less than sixty (60) days notice of such proposed change and/or new technology.

When, as a result of these changes, the Society determines that an employee requires new skills or greater skills or new knowledge in order to perform the duties of the changed position, the Society will make every reasonable effort to provide the necessary training during the employee's regular working hours, without loss of pay. Such employees shall be given a period of no less than one year to acquire the necessary skills and/or knowledge to perform the duties of the changed position.

## **LETTER OF UNDERSTANDING #5 – USE OF E-MAIL SYSTEM**

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### **USE OF EMAIL SYSTEM**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

On condition that it is understood:

- 1) that the Employer is the owner of the Information Technology systems (including e-mail, computers, hardware and software) on and in its premises, including external access to such systems, and any devices which the Employer supplies to its employees,
- 2) that the Employer owns all the property rights in such Information Technology systems and devices, and
- 3) that it is understood and agreed that the Employer is not in any way ceding to the Union any of its property rights,

the Employer agrees to permit the Union to use its e-mail system for the purpose of exchanging correspondence between the members of its Executive and various Union representatives, referenced in Article 10.3 of the collective agreement, and the CUPE National Representative. Any expenses incurred in this regard shall be borne by the Union.

Further, the Employer agrees to permit the Union to use the Employer's electronic bulletin board to post notices to its membership, provided that no electronic notice will be posted without first being approved by the Director of Human Resources. Such approval will not be unreasonably withheld.

It is further agreed that use of the e-mail system will be restricted to legitimate union business involving negotiation, administration and enforcement of the collective agreement. It is agreed that misuse of the system shall entitle the Employer to deny any further use at its discretion.

The Union agrees to indemnify and save harmless the Employer with respect to any claims, fines, penalties or cause of actions involving the Employer arising as a result any e-mail communication by a member of the Executive, or any representative of the Union.

**LETTER OF UNDERSTANDING #6 – FULL-TIME LOCAL UNION PRESIDENT**

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**FULL-TIME LOCAL UNION PRESIDENT**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The parties agree to enter into this Letter of Understanding that provides for full-time leave for the employee elected by the Local Union as Local Union President provided that either party has the right to withdraw from this Letter of Understanding upon furnishing the other party with sixty (60) calendar days' notice in writing after a minimum of twelve (12) months have passed from the date of ratification and provided that the terms of this Letter of Understanding have been addressed by the parties. Such decision to withdraw from this letter of understanding shall not be made in an arbitrary manner.

This Letter of Understanding supersedes article 9.3 for the duration of this agreement.

Subject to the foregoing, the parties agree on the following terms:

- 1) The Local Union President shall be placed on a leave of absence for the period of time that they hold the post of Local Union President, provided that such leave of absence will not commence until the workload of the Local Union President has been transferred in an orderly manner and during the leave the Local Union President will be available to provide information about any of the files they worked on should this be required. The incumbent shall be returned to their regular full-time position following their leave of absence. If their position is no longer available, they shall be returned to a regular full-time position in the bargaining unit for which they are qualified, subject to seniority and the provisions of Article 21.
- 2) During the leave of absence provided for under this Letter of Understanding, the Local Union President shall continue to accrue seniority.
- 3) Short Term Disability and Long Term Disability for the Local Union President shall be the responsibility of the Union. The Union and the Local Union President shall indemnify and hold the Employer harmless in respect of any Short Term and Long Term Disability claims that occur during the Local Union President's period of elected office.

- 4) It is understood that Workplace Safety and Insurance Benefits coverage for the Local Union President while on leave under this Letter of Understanding shall be the responsibility of the Union. The Union and the Local Union President shall indemnify and hold the Employer harmless in respect of any W.S.I.B. claims that occur during the period of the Local Union President's leave of absence under this Letter of Understanding.
- 5) The Employer agrees to continue to pay to the Local Union President, during the period of the Local Union President's leave of absence under this letter, the regular straight time salary which they would otherwise be entitled to under the Collective Agreement were they not on a Leave of Absence (including salary increases). Such salary payments will be subject to requisite deductions. The Union shall reimburse the Employer for 100% of the total salary payments made to the Local President under this paragraph and 100% of any related payments made by the Employer (eg. employer's contribution amounts for E.I and C.P.P.). Such payment shall be transmitted to the Employer regularly within seven (7) working days following the receipt of an invoice.
- 6) Should the Union wish to remunerate the Local Union President at a rate higher than the salary rate to which the Local Union President is entitled under the Collective Agreement while the Local Union President is on leave under this Letter of Understanding, the Union shall notify the Employer and the Employer shall increase the salary amount paid to the Local Union President accordingly. The Union shall reimburse the Employer in full for the additional salary and/or requisite contribution amounts paid by the Employer under this paragraph.
- 7) During this leave, the Local Union President will work full time for the Union. The Employer agrees that any change in wages for the position that the President occupied in the bargaining unit, shall also be applied to the President's wages subject to the provisions of paragraph (5) above.
- 8) The Employer agrees to continue to pay premiums/make contributions towards the following benefit coverage for the Local Union President during the leave of absence provided for under this Letter of Understanding, subject to the terms and conditions of the plans and/or contracts under which such benefits are provided: Extended Health, Dental Plan, Life Insurance, OMERS (in accordance with OMERS regulations), and Employer Health Tax during the period of elected office. The Employer shall pay 100% of the costs for the provision of such benefits except OMERS. OMERS contributions shall be split equally between the Employer and the President as per OMERS regulations. The Union shall reimburse the Employer for 100% of the amounts paid by the Employer under this paragraph.
- 9) It is understood by the parties that during the period of the Local Union President's leave of absence under this Letter of Understanding, neither the Local Union President nor the Union will make any claim on the Employer for the following: overtime, work performed on Statutory Holidays, shift differential, meal allowance, standby and call-out pay, travel and business expense, mileage and car rental expense and cell phone allowance.



- 10) The Local Union President's vacation entitlement will continue during the leave of absence under the terms of this Letter of Understanding in accordance with the Collective Agreement. The Union shall reimburse the Employer for 100% of any cost incurred by the Employer in connection with any vacation earned during the leave of absence under this Letter of Understanding. The Union President will be expected to take their normal entitlement of vacation during the term of elected office and shall not carry over any vacation without the express consent of the Employer.
- 11) It is expressly understood that the Local Union President is an *ex-officio* member of all committees listed in the Collective Agreement. It is expected that the Local Union President will attend any and all committee meetings, as a matter of priority, except for those where a direct scheduling conflict could not reasonably be avoided.
- 12) It is expressly understood that circumstances may arise which require modification to this Letter of Understanding. Such modifications shall only be incorporated by mutual consent of the parties.
- 13) The Union agrees that it will provide the Employer with thirty (30) calendar days notice in writing of the Union President's return to their former position in the workplace and that no more than one leave of absence at a time will be taken by an employee under this Letter of Understanding.
- 14) A meeting shall occur between the parties as soon as reasonably possible following ratification to discuss the expectations and responsibilities of the parties with respect to establishing and maintaining mutually acceptable labour relations. Thereafter, the parties shall meet at least once bi-monthly for the express purpose of reviewing the following:
  - a) the role of the full-time union president and the effectiveness of the position;
  - b) the quality and nature of the workplace relationship or lack thereof; and
  - c) the issues which the union believes are inhibiting the effectiveness of the union president position.
- 15) Any disputes arising from the Letter of Understanding, including the termination of this Letter of Understanding prior to the conclusion of the collective agreement, shall be addressed through the grievance procedure in the Collective Agreement which, at the mutual agreement of the parties may include a mediation process.

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**LETTER OF UNDERSTANDING #7 – WORKPLACE VIOLENCE PREVENTION**

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**WORKPLACE VIOLENCE PREVENTION**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The Society and the Union are committed to creating and maintaining a respectful workplace that is free of violence.

The parties agree to establish a committee, in conjunction with the Joint Health & Safety Committee and consisting of equal representation from union and management, to develop a Workplace Violence Prevention policy.

The committee shall use the following framework as a guideline for its work:

- (a) Definition of Violence
- (b) Joint Health & Safety Committee Involvement
- (c) Violence Policies and Procedures
- (d) Violence Prevention
- (e) Training and Counselling
- (f) Risk Assessment
- (g) Violence Policy Maintenance Going Forward

**LETTER OF UNDERSTANDING #8 – CHANGES IN JOB CLASSIFICATION AND RECLASSIFICATION**

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**CHANGES IN JOB CLASSIFICATION AND RECLASSIFICATION**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

To facilitate the process under Article 38 – Job Classification and Reclassification the parties agree to the following:

- a) The parties agree to establish and maintain a Joint Committee for the purpose of maintaining internal equity between classification wage rates within the bargaining unit.
- b) The committee shall consist of three (3) representatives from the Union and three (3) representatives from the Employer.
- c) The Employer shall release without loss of pay, benefits or seniority, the representatives named by the Union to attend sessions of the Committee including job evaluation training.
- d) Whenever a new position is created or the Employer changes the basic duties and responsibilities of a job or classification, the Employer shall establish a draft job description and the Joint Committee shall be engaged to evaluate the position in question using the existing CUPE Job Analysis Questionnaire (2000) and the jointly developed Gender Neutral Comparison System (March 1994) unless the parties jointly agree in writing, to an alternative system and or as altered herein.
- e) In the event that the Committee is unable to reach agreement on the evaluation of a job class and the corresponding rate of pay, pursuant to Article 38.0 (c) the parties may within thirty (30) days seek the assistance of their respective advisors in an attempt to resolve the issue(s) in dispute. If no agreement is reached the matter may be referred to binding arbitration pursuant to the collective agreement. The Arbitrator shall be limited to ruling on the specific matter in dispute as submitted by the parties and with regard to the other classifications and pay levels in the Wage Schedules attached to the collective agreement.

- f) If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "red-circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
- g) If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent shall retain the same place on any increment grid.

In addition to the foregoing, to ensure a common understanding between the Employer and the Union with respect to existing positions, the Committee shall evaluate all bargaining unit positions that have been created and all positions for which the basic duties and responsibilities of the job or classification have been significantly altered by the Employer since April 1, 2006, using the tools set out under paragraph (d) above. Any payments owed shall be retroactive to the commencement of this collective agreement (April 1, 2009). In the event that the Committee is unable to reach an agreement regarding these positions, the process under paragraph (e) above shall be available.

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**LETTER OF UNDERSTANDING #9 – BENEFITS SAVINGS**

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**BENEFITS SAVINGS**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS ea and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, if, during the life of this agreement, employers examine options for cost savings through the provision of common benefits providers and drug costs, it is understood that no benefit coverage shall be reduced as a result of moving to a common benefits provider.

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**LETTER OF UNDERSTANDING #10 – PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES**

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**PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS ea and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, the parties to this agreement shall support the establishment of the following provincial groups:

- Provincial Discussion Table (PDT)
- PDT – Sub-Committee – Worker Safety Group
- PDT – Sub Committee – Workload Measurement Group

This letter of understanding does not form part of the collective agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew at the expiry of the collective agreement except by express agreement of the parties.

**SCHEDULE A – PAY GRIDS**

<b>April 1, 2019 to March 31, 2020</b>							
		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Band 9B</b>	CPW	36.36	37.81	39.33	40.9	42.53	44.24
<b>Band 9A</b>	FCC Therapist	34.97	36.37	37.83	39.34	40.91	42.55
<b>Band 8</b>	Vacant	32.92	34.23	35.6	37.03	38.51	40.05
<b>Band 7</b>	APSW	30.9	32.14	33.42	34.76	36.15	37.6
<b>Band 6</b>	Vacant	28.87	30.02	31.22	32.47	33.77	35.12
<b>Band 5</b>	NOB Worker	26.84	27.92	29.03	30.19	31.4	32.66
	Family Enrichment Worker	26.84	27.92	29.03	30.19	31.4	32.66
	Daycare ECE	26.84	27.92	29.03	30.19	31.4	32.66
	Network Administrator	26.84	27.92	29.03	30.19	31.4	32.66
	CQI Senior Clerk	26.84	27.92	29.03	30.19	31.4	32.66
	FCC - Telephone Intake Secretary	26.84	27.92	29.03	30.19	31.4	32.66
	OEYC Lead ECE	26.84	27.92	29.03	30.19	31.4	32.66
	Resource Consultant *	26.84	27.92	29.03	30.19	31.4	32.66
	CQI Analyst	26.84	27.92	29.03	30.19	31.4	32.66
	Law Clerk	26.84	27.92	29.03	30.19	31.4	32.66
Senior Finance Clerk II	26.84	27.92	29.03	30.19	31.4	32.66	
<b>Band 4</b>	CQI Representative	24.82	25.81	26.84	27.92	29.03	30.19
	Business Administrator	24.82	25.81	26.84	27.92	29.03	30.19
	Customer Service Representative	24.82	25.81	26.84	27.92	29.03	30.19
	Computer Technician	24.82	25.81	26.84	27.92	29.03	30.19
	Legal Administrator	24.82	25.81	26.84	27.92	29.03	30.19
	Courier Maintenance II **	24.82	25.81	26.84	27.92	29.03	30.19
	Senior Finance Clerk I	24.82	25.81	26.84	27.92	29.03	30.19
	OEYC ECE	24.82	25.81	26.84	27.92	29.03	30.19
	OEYC Bilingual ECE	24.82	25.81	26.84	27.92	29.03	30.19
	OEYC ECE Relief	24.82	25.81	26.84	27.92	29.03	30.19
<b>Band 3</b>	OEYC - Receptionist/Secretary	22.79	23.7	24.65	25.64	26.66	27.73
<b>Band 2</b>	Courier Maintenance I **	20.76	21.59	22.45	23.35	24.28	25.25
	CQI Imaging Clerk	20.76	21.59	22.45	23.35	24.28	25.25
	Daycare Program Assistant	20.76	21.59	22.45	23.35	24.28	25.25
<b>Band 1</b>	Legal Filing Clerk	18.76	19.51	20.29	21.1	21.95	22.83

33.75 hours per week - 1755 hours per year

\* 35.00 hours per week - 1820 hours per year

\*\*40.00 hours per week - 2080 hours per year

**SCHEDULE A – PAY GRIDS**

<b>April 1, 2020 to March 31, 2021</b>							
		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Band 9B</b>	CPW	37.74	39.24	40.82	42.45	44.14	45.91
<b>Band 9A</b>	FCC Therapist	36.29	37.75	39.26	40.83	42.46	44.16
<b>Band 8</b>	Vacant	34.17	35.53	36.95	38.43	39.97	41.57
<b>Band 7</b>	APSW	32.07	33.36	34.68	36.08	37.52	39.02
<b>Band 6</b>	Vacant	29.96	31.16	32.40	33.70	35.05	36.45
<b>Band 5</b>	NOB Worker	27.86	28.98	30.13	31.33	32.59	33.90
	Family Enrichment Worker	27.86	28.98	30.13	31.33	32.59	33.90
	Daycare ECE	27.86	28.98	30.13	31.33	32.59	33.90
	Network Administrator	27.86	28.98	30.13	31.33	32.59	33.90
	CQI Senior Clerk	27.86	28.98	30.13	31.33	32.59	33.90
	FCC - Telephone Intake Secretary	27.86	28.98	30.13	31.33	32.59	33.90
	OEYC Lead ECE	27.86	28.98	30.13	31.33	32.59	33.90
	Resource Consultant *	27.86	28.98	30.13	31.33	32.59	33.90
	CQI Analyst	27.86	28.98	30.13	31.33	32.59	33.90
	Law Clerk	27.86	28.98	30.13	31.33	32.59	33.90
Senior Finance Clerk II	27.86	28.98	30.13	31.33	32.59	33.90	
<b>Band 4</b>	CQI Representative	25.76	26.79	27.86	28.98	30.13	31.33
	Business Administrator	25.76	26.79	27.86	28.98	30.13	31.33
	Customer Service Representative	25.76	26.79	27.86	28.98	30.13	31.33
	Computer Technician	25.76	26.79	27.86	28.98	30.13	31.33
	Legal Administrator	25.76	26.79	27.86	28.98	30.13	31.33
	Courier Maintenance II **	25.76	26.79	27.86	28.98	30.13	31.33
	Senior Finance Clerk I	25.76	26.79	27.86	28.98	30.13	31.33
	OEYC ECE	25.76	26.79	27.86	28.98	30.13	31.33
	OEYC Bilingual ECE	25.76	26.79	27.86	28.98	30.13	31.33
	OEYC ECE Relief	25.76	26.79	27.86	28.98	30.13	31.33
<b>Band 3</b>	OEYC - Receptionist/Secretary	23.65	24.60	25.58	26.61	27.67	28.78
<b>Band 2</b>	Courier Maintenance I **	21.55	22.41	23.30	24.23	25.20	26.21
	CQI Imaging Clerk	21.55	22.41	23.30	24.23	25.20	26.21
	Daycare Program Assistant	21.55	22.41	23.30	24.23	25.20	26.21
<b>Band 1</b>	Legal Filing Clerk	19.47	20.25	21.06	21.90	22.78	23.69

33.75 hours per week - 1755 hours per year

\* 35.00 hours per week - 1820 hours per year

\*\*40.00 hours per week - 2080 hours per year



**SCHEDULE A – PAY GRIDS**

<b>April 1, 2021 to March 31, 2022</b>							
		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Band 9B</b>	CPW	38.31	39.83	41.43	43.09	44.80	46.60
<b>Band 9A</b>	FCC Therapist	36.83	38.32	39.85	41.44	43.10	44.82
<b>Band 8</b>	Vacant	34.68	36.06	37.50	39.01	40.57	42.19
<b>Band 7</b>	APSW	32.55	33.86	35.20	36.62	38.08	39.61
<b>Band 6</b>	Vacant	30.41	31.63	32.89	34.21	35.58	37.00
<b>Band 5</b>	NOB Worker	28.28	29.41	30.58	31.80	33.08	34.41
	Family Enrichment Worker	28.28	29.41	30.58	31.80	33.08	34.41
	Daycare ECE	28.28	29.41	30.58	31.80	33.08	34.41
	Network Administrator	28.28	29.41	30.58	31.80	33.08	34.41
	CQI Senior Clerk	28.28	29.41	30.58	31.80	33.08	34.41
	FCC - Telephone Intake Secretary	28.28	29.41	30.58	31.80	33.08	34.41
	OEYC Lead ECE	28.28	29.41	30.58	31.80	33.08	34.41
	Resource Consultant *	28.28	29.41	30.58	31.80	33.08	34.41
	CQI Analyst	28.28	29.41	30.58	31.80	33.08	34.41
	Law Clerk	28.28	29.41	30.58	31.80	33.08	34.41
Senior Finance Clerk II	28.28	29.41	30.58	31.80	33.08	34.41	
<b>Band 4</b>	CQI Representative	26.15	27.19	28.28	29.41	30.58	31.80
	Business Administrator	26.15	27.19	28.28	29.41	30.58	31.80
	Customer Service Representative	26.15	27.19	28.28	29.41	30.58	31.80
	Computer Technician	26.15	27.19	28.28	29.41	30.58	31.80
	Legal Administrator	26.15	27.19	28.28	29.41	30.58	31.80
	Courier Maintenance II **	26.15	27.19	28.28	29.41	30.58	31.80
	Senior Finance Clerk I	26.15	27.19	28.28	29.41	30.58	31.80
	OEYC ECE	26.15	27.19	28.28	29.41	30.58	31.80
	OEYC Bilingual ECE	26.15	27.19	28.28	29.41	30.58	31.80
	OEYC ECE Relief	26.15	27.19	28.28	29.41	30.58	31.80
<b>Band 3</b>	OEYC - Receptionist/Secretary	24.00	24.97	25.96	27.01	28.09	29.21
<b>Band 2</b>	Courier Maintenance I **	21.87	22.75	23.65	24.59	25.58	26.60
	CQI Imaging Clerk	21.87	22.75	23.65	24.59	25.58	26.60
	Daycare Program Assistant	21.87	22.75	23.65	24.59	25.58	26.60
<b>Band 1</b>	Legal Filing Clerk	19.76	20.55	21.38	22.23	23.12	24.05

33.75 hours per week - 1755 hours per year

\* 35.00 hours per week - 1820 hours per year

\*\*40.00 hours per week - 2080 hours per year

**SCHEDULE A – PAY GRIDS**

<b>April 1, 2022 to March 31, 2023</b>							
		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Band 9B</b>	CPW	38.98	40.53	42.16	43.84	45.58	47.42
<b>Band 9A</b>	FCC Therapist	37.47	38.99	40.55	42.17	43.85	45.60
<b>Band 8</b>	Vacant	35.29	36.69	38.16	39.69	41.28	42.93
<b>Band 7</b>	APSW	33.12	34.45	35.82	37.26	38.75	40.30
<b>Band 6</b>	Vacant	30.94	32.18	33.47	34.81	36.20	37.65
<b>Band 5</b>	NOB Worker	28.77	29.92	31.12	32.36	33.66	35.01
	Family Enrichment Worker	28.77	29.92	31.12	32.36	33.66	35.01
	Daycare ECE	28.77	29.92	31.12	32.36	33.66	35.01
	Network Administrator	28.77	29.92	31.12	32.36	33.66	35.01
	CQI Senior Clerk	28.77	29.92	31.12	32.36	33.66	35.01
	FCC - Telephone Intake Secretary	28.77	29.92	31.12	32.36	33.66	35.01
	OEYC Lead ECE	28.77	29.92	31.12	32.36	33.66	35.01
	Resource Consultant *	28.77	29.92	31.12	32.36	33.66	35.01
	CQI Analyst	28.77	29.92	31.12	32.36	33.66	35.01
	Law Clerk	28.77	29.92	31.12	32.36	33.66	35.01
Senior Finance Clerk II	28.77	29.92	31.12	32.36	33.66	35.01	
<b>Band 4</b>	CQI Representative	26.61	27.67	28.77	29.92	31.12	32.36
	Business Administrator	26.61	27.67	28.77	29.92	31.12	32.36
	Customer Service Representative	26.61	27.67	28.77	29.92	31.12	32.36
	Computer Technician	26.61	27.67	28.77	29.92	31.12	32.36
	Legal Administrator	26.61	27.67	28.77	29.92	31.12	32.36
	Courier Maintenance II **	26.61	27.67	28.77	29.92	31.12	32.36
	Senior Finance Clerk I	26.61	27.67	28.77	29.92	31.12	32.36
	OEYC ECE	26.61	27.67	28.77	29.92	31.12	32.36
	OEYC Bilingual ECE	26.61	27.67	28.77	29.92	31.12	32.36
	OEYC ECE Relief	26.61	27.67	28.77	29.92	31.12	32.36
<b>Band 3</b>	OEYC - Receptionist/Secretary	24.42	25.41	26.41	27.48	28.58	29.72
<b>Band 2</b>	Courier Maintenance I **	22.25	23.15	24.06	25.02	26.03	27.07
	CQI Imaging Clerk	22.25	23.15	24.06	25.02	26.03	27.07
	Daycare Program Assistant	22.25	23.15	24.06	25.02	26.03	27.07
<b>Band 1</b>	Legal Filing Clerk	20.11	20.91	21.75	22.62	23.52	24.47

33.75 hours per week - 1755 hours per year

\* 35.00 hours per week - 1820 hours per year

\*\*40.00 hours per week - 2080 hours per year

## APPENDIX A – HEALTH SPENDING ACCOUNT

### HEALTH SPENDING ACCOUNT

You can use your Health Spending Account to cover expenses that are eligible **medical and dental** expenses under the Income Tax Act (Canada) and that are not paid (or not paid in full) by any other private or government plan. These include eligible expenses incurred outside your province of residence.

Eligible expenses include (but are not limited to) the items listed below. To be sure your expense meets the conditions necessary to qualify under the Income Tax Act, you should visit the Canada Revenue Agency website for more details.

#### Health Spending Account list of eligible expenses

A Health Spending Account can cover the portion of expenses not covered by a health or dental benefits plan. This includes your deductible, co-insurance (portion not covered if your plan covers less than 100%), or amounts that are over your plan maximums. You can also claim expenses not covered under your spouse's plan.

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen; needles and syringes); does NOT include over the counter drugs (even if prescribed)
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)
  - Acupuncturists
  - Chiropractors
  - Christian Science Practitioners
  - Dental hygienists
  - Dentists
  - Dieticians
  - Naturopaths
  - Nurses
  - Occupational Therapists
  - Optometrists
  - Osteopaths
  - Pharmacists
  - Physicians
  - Physiotherapists
  - Podiatrists
  - Psychoanalysts
  - Psychologists
  - Social Workers
  - Speech Therapists
  - Theraputists
- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
  - Artificial eyes
  - Artificial limbs
  - Crutches
  - Hearing Aid Devices
  - Orthopedic Shoes
  - Ileostomy or colostomy pads
  - Breast prosthesis
  - Laryngeal speaking aids
  - Limb braces
  - Oxygen tent or equipment
  - Incontinence supplies
  - Hospital bed
  - Walkers
  - Wheelchairs
  - Wigs
- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
  - Ambulance fees for transportation
  - Laboratory, radiological or other diagnostic procedures or services
  - Cosmetic surgery if necessary for medical or reconstructive purposes
  - Cost of arranging and having a bone marrow or organ transplant
  - Costs of medical services and supplies outside of the province of residence
  - Electrolysis or hair removal performed by a licensed technician
  - Hearing expenses including hearing aids and hearing ear dogs
  - Modifications to a home for person confined to a wheelchair
  - Preventive diagnostic, laboratory and radiological procedures
  - Surgical heart transplants performed by a physician
  - Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
  - Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
  - Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

*Under an HSA you have two years within which to use your credits. If you do not use your credits, they will be forfeited as required by the Canada Revenue Agency.*

**APPENDIX B – HUMAN RESOURCES ADJUSTMENT PLAN**

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**CASPD T Human Resources Adjustment Plans ("HRAP(s)")**

**PROVINCIAL DISCUSSION TABLE (PDT)**

CONSENSUS AGREEMENT

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

(hereinafter referred to as "CUPE")

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

(hereinafter referred to as "OPSEU")

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA**

(hereinafter referred to as "CEP")

and

**SIMCOE CAS EMPLOYEE ASSOCIATION**

(hereinafter referred to as "SIMCOE CAS ea")

and

**CHILDREN'S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP**

(hereinafter referred to as "THE EMPLOYERS")

**June 3rd, 2011**

## **PREAMBLE**

The Ministry of Children and Youth Services has made application for a regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PSLRTA. The parties herein agree to use their best efforts to effect a smooth transition in the best interests of clients and staff in the event of mergers during the life of this consensus agreement.

## **ARTICLE 1 – SCOPE AND PURPOSE**

- 1.01 This document is intended to set out general guidelines and principles regarding child welfare sector integrations during the term of this agreement which are mandated by the Ministry and for which local Human Resources Adjustment Plans (HRAP) are required to be negotiated. Subject to the following terms, these principles will serve as the framework for the treatment of bargaining unit employees and will apply to subsequent negotiations with unions, as may be required, as part of an integration arising within the context of the Ontario Labour Relations Act (OLRA) or PSLRTA, whichever is applicable.
- 1.02 Employees who may be impacted by an integration are valued and are to be treated fairly and respectfully. The parties agree that they will make reasonable efforts to reduce any negative affect on employees as a result of an integration in accordance with the following.

## **ARTICLE 2 – GENERAL**

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 "Predecessor Employer" is defined as an agency designated as a Children's Aid Society by the MCYS that is merged, amalgamated, transferred or discontinued in the course of an integration such that PSLRTA or the OLRA, if applicable to Children's Aid Societies, would apply to it.
- 3.02 "Successor Employer" is defined as the merged or amalgamated Children's Aid Society designated by the MCYS that results from integration and employs employees of a Predecessor Employer such that PSLRTA or the OLRA, if applicable to Children's Aid Societies, would apply to it.
- 3.03 "Integration" is defined as the creation of a new agency designated as a Children's Aid Society from a process which would give rise to the application of PSLRTA or the OLRA, if applicable to Children's Aid Societies, including but not limited to the merger, amalgamation or transfer of existing child welfare employers.
- 3.04 "Local parties" is defined as the local trade union(s) and employers directly impacted by an integration.

### **ARTICLE 4 – SENIORITY**

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
  - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
  - (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date)

## **ARTICLE 5 – ACCESS TO WORK**

- 5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:
- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
  - (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
  - (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
  - (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
  - (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
  - (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
  - (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.
- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.
- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

## **ARTICLE 6 – BARGAINING UNIT REPRESENTATION**

6.01 Upon an integration, Union representation rights with the Successor Employer will be determined in accordance with the processes set out in OLRA or PSLRTA, whichever is applicable.

## **ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS**

7.01 In the event of layoff due to an integration, the employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications, skills and ability to perform the work.

7.02 An employee who is subject to permanent layoff shall have the following entitlements:

- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the applicable collective agreement.

## **ARTICLE 8 – TERMS OF EMPLOYMENT**

8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.

8.02 The Local HRAP shall may include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.



### **ARTICLE 9 – DISPUTE RESOLUTION PROCESS**

- 9.01 Disputes between an employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:
- (a) An arbitrator will be selected by mutual agreement of the parties within 30 days of the initial event giving rise to the dispute, failing which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.
  - (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
  - (c) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
  - (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable collective agreements.
  - (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
  - (f) Time limits may be extended in writing by mutual agreement.

### **ARTICLE 10 – TERM AND APPLICATION**

- 10.01 The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.
- 10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.
- 10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e. Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT agreement.