

**THE CHILDREN'S AID SOCIETY OF THE NIAGARA
REGION
&
CUPE LOCAL 2328.1
COLLECTIVE AGREEMENT**

April 1, 2021 to March 31, 2025



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 2328.1
("Union")

WHEREAS the parties have met to negotiate a renewal collective agreement which will commence April 1, 2021;

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

THE PARTIES AGREE AS FOLLOWS:

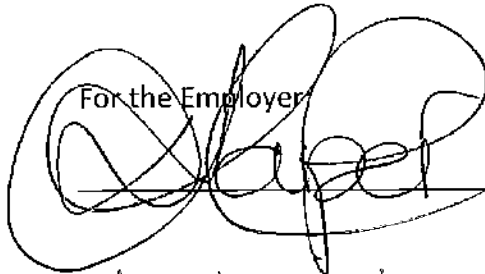
1. The terms of the new Collective Agreement between the parties will be comprised of the terms of the collective agreement which expired March 31, 2021, except as amended by the terms specifically agreed to by the signatories which are hereto attached to this Memorandum of Settlement. These attachments shall form part of this Memorandum of Settlement.
2. The term of the collective agreement will be for four (4) years from April 1, 2021 to March 31, 2025.

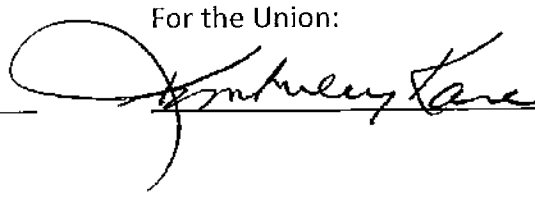
3. The wage increases under Schedule "A" shall be as follows:

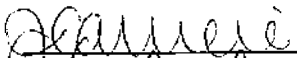
April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
1% increase	1% increase	1% increase	1.75% increase


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 14th day of June, 2021.

For the Employer


For the Union:






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ARTICLE 1 – PURPOSE OF THE AGREEMENT

- 1.1 Whereas, it is the desire of the Employer and the Union to promote efficient 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.
- 1.2 The Shared Services Program (SSP) through OACAS is working toward developing services planned for After Hours Services. FACS Niagara has signed their intent to participate in the Shared Services Agreement which includes providing support with After Hours Services. To that end, this proposal is submitted conditional that it is not in conflict with the final terms and conditions of the Shared Services Agreement with OACAS. FACS Niagara reserves its right to modify any of its proposals.

ARTICLE 2 – DEFINITION

- 2.1 After Hours Workers perform an emergency service after regular hours of business or when deemed necessary by the Society.
The scope of responsibility of an After Hours Worker is to respond to child protection concerns under the direct supervision and with consultation from the Child Welfare Supervisor.

After Hours Workers are not recognized as Authorized Child Protection Workers, as they do not carry caseloads or provide clinical interventions.

ARTICLE 3 – RECOGNITION

- 3.1 The Society recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees known as "After Hours Workers" employed by Family and Children's Services Niagara, save and except supervisors, and those above rank of Supervisor.
- 3.2 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours or on the Society's premises except as specifically permitted by this Agreement or in writing by the Society.
- 3.3 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 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.
- 3.4 Such deductions will be made only after any and all other claims against the employee's pay have been satisfied.
- 3.5 The Local 2328.1 shall inform the Employer of the amount of such dues to be deducted.
- 3.6 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 After Hours Worker employee for such year.
- 3.7 The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 4 - NON-DISCRIMINATION

4.1 (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.

4.2 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*.

4.3 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 5 - NO STRIKE, NO LOCK OUT

- 5.1 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 6 – MANAGEMENT RIGHTS

- 6.1 The Union acknowledges that it is the exclusive function of management to:
- (a) 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, in order to maintain order, discipline and efficiency;
 - (b) hire, classify, assign, promote, layoff, recall;
 - (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) make and enforce from time to time such reasonable rules and regulations as management considers necessary or advisable for the efficient and orderly conduct of its business and require workers to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of this Agreement;
 - (e) manage the Society and without restricting the generality of the foregoing to determine, modify, discontinue, add or decrease occupational classifications, departments, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

ARTICLE 7 – USE OF EMPLOYER FACILITIES

- 7.1 The Union may hold meetings on the Employer's premises provided such meetings are outside working hours and permission for such meetings is first obtained from the Chief HR Officer and Senior Director of Organizational Effectiveness or their Designate. The Employer reserves the right to limit the use of the said premises. The Employer will apply an agreed in advance financial cost.

ARTICLE 8 – GRIEVANCES

8.1 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 Union President or elected union designate. 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.

8.2 **Step 1**

In the first instance, an employee shall take up any such grievance in writing directly with the Supervisor of the After Hours program, 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 grievor will notify the union. The Supervisor will give their decision in writing within two (2) working days.

8.3 **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. The Service Director shall investigate the grievance and may discuss it with the employee or employees involved, and with the Union President or elected union designate. The Service Director shall give their decision in writing to such Union President or elected union designate within a further three (3) working days following receipt of the grievance.

8.4 **Step 3**

If not settled in Step 2, the grievance may, within three (3) working days, be submitted in writing to the Executive 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 Executive Director or their representative within five (5) working days of submission of the grievance. The Executive 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.

- 8.5 (a) In determining the time within which any action is to be taken under the Grievance and Arbitration Procedure as set out in Articles 8 and 10, 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 8, 9 and 10 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) All grievance proceedings with the employer will be at the Society's office and the employee shall be paid at the meeting/training rate of pay when attending a grievance meeting with the employer.

ARTICLE 9 – POLICY GRIEVANCES

- 9.1 It is understood that the Employer may submit to the Union's President any complaint with respect to the conduct of Union 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.
- 9.2 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.
- 9.3 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.

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

ARTICLE 10 – ARBITRATION

- 10.1 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 Article 6 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.
- 10.2 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.
- 10.3 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.4 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 CUPE Local 2328.1 will bear the expense of all unionized employees and witnesses during arbitration.

- 10.9 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*.
- 10.10 Upon mutual agreement by both parties, a single arbitrator may be appointed in lieu of an Arbitration Board.
- 10.11 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 11 – PROBATIONARY PERIOD

- 11.1 New After Hours Worker employees shall be on probation for nine (9) months (must have completed a minimum of 55 paid shifts in the field, failing which the probationary period shall continue until said shifts in the field are completed). During this probationary period, an employee shall not be covered by any of the terms of this Agreement, and shall not have grievance rights as provided in this Agreement.
- 11.2 It is expressly understood by both parties that a probationary employee, after being apprised of his or her right to union support, may be disciplined or discharged by the Employer at its sole discretion, and in no event shall the discipline or discharge be the subject of a grievance unless the discharge is in bad faith or contrary to the Human Rights Code.
- 11.3 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 12 – SENIORITY

12.1 Current employees shall be ranked in order of seniority based on their date of hire with the Society. New hires post ratification shall accumulate seniority based on their date of hire into this bargaining unit upon successful completion of probation. At such time, the Union shall place After Hours Workers on the seniority list which will rank employees by decreasing order of seniority.

12.2 Seniority dates shall only be amended as required in other provisions of this agreement or by law. Seniority is used to establish protection from layoff 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. Service shall be deemed to accrue in the following circumstances only:

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

12.3

- (a) The Union shall provide the updated seniority list to the Employer on January 15th and July 15th. 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 weekdays 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 elected designate.

- (d) An employee who is absent from work or on an approved leave of absence for any reason for sixty (60) continuous calendar days will not accumulate seniority for any period after the first sixty (60) calendar days 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 sixty (60) calendar days of leave but will not accumulate any further seniority (unless they are on an authorized unpaid medical leave) 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.

ARTICLE 13 – LEAVES OF ABSENCE

- 13.1 Any employee requesting a leave of absence without pay for personal reasons for one (1) month up to three (3) months must submit their request to their supervisor in writing three (3) months in advance. Such requests will be approved or denied at the discretion of the Employer, based on the Society's service requirements.
- 13.2 Any employee requesting a leave of absence pursuant to the *Employment Standards Act, 2000* must submit their request to their supervisor in writing.

ARTICLE 14 – SCHEDULING AND HOURS OF WORK

14. The After Hours supervisor or designate will create a four (4) month After Hours schedule based on calendar months. Scheduling periods are as follows: July – October, November – February, March – June. The schedule will be provided at least two (2) weeks prior to the start of the schedule.
- (a) Assignment of the After Hours shifts shall be based on seniority.
 - (b) The After Hours workers shall submit their shift selections which must include a maximum of up to ten (10) shifts and a minimum of four (4) shifts per calendar month. The shift selections must include one (1) overnight shift and two (2) weekend shifts per calendar month.
 - (c) After Hours workers shall have twenty-four (24) hours after receiving notification from the After Hours supervisor or designated to select shifts, otherwise their shifts will be assigned by management.
 - (d) Unfilled shifts will be distributed based on availability and seniority. Shifts will be assigned on a one (1) by one (1) basis, based on seniority.
 - (e) Every After Hours worker must work a minimum of four (4) shifts per calendar month. After Hours workers who fail to work four (4) shifts per calendar month will be deemed terminated unless on approved leave by the employer.
 - (f) In the event that an After Hours worker resigns or is terminated, their assigned shifts will be distributed as per Article 14 (d) for the remainder of the four (4) month schedule.
 - (g) After Hours Workers may request to split shifts on unfilled days, holidays or in exceptional circumstances. Subject to approval of supervisor, this request will not be unreasonably denied.
 - (h) Summer hours will commence July 1 until Labour Day. The hours of work will be 8:30 a.m. – 4:00 p.m. The summer hours will not apply to weekends, which will remain 8:30 a.m. – 4:30 p.m.

ARTICLE 15 – TRANSPORTATION

- 15.1 It is recognized that employees covered by this Agreement are required to have and maintain a valid G drivers' licence and must be able to have access to a reliable vehicle with four seats at all times while working. Employees will ensure they have appropriate liability insurance of a minimum of \$1,000,000.
- 15.2 After Hours Workers shall be reimbursed for travel effective July 1, 2021, a rate of fifty-one (51) cents per kilometre and thereafter the same rate of pay per kilometer as the CUPE Local 2328 employees. Mileage is paid from the employee's home provided they live within the Niagara Region.

ARTICLE 16 – LAYOFF AND RECALL

- 16.1 In the event that the Employer is required to reduce its complement of After Hours Workers, the Employer agrees to provide at least thirty (30) days notice to affected After Hours Workers and shall meet with the Union prior to issuing such notice.
- 16.2 Layoffs shall be given in reverse order of seniority. Any affected After Hours Workers will be given the following two options:
- (a) accept the layoff and receive notice and severance in accordance with the Employment Standards Act; or
 - (b) elect to be placed on a recall list for a period of twelve (12) months from the date of last work. Employees on the recall list will be recalled to an After Hours Worker position in order of seniority.
- 16.3 After Hours Workers will have five (5) calendar days to notify the Employer in writing of which of the two (2) options above they select.
- 16.4 Upon notification of recall, the After Hours Worker must provide availability to their supervisor within ninety-six (96) hours, of receiving the notification of recall. The After Hours Worker is required to be available a minimum of eight (8) shifts per pay period in all After Hours functions.

ARTICLE 17 – WORKPLACE SAFETY

- 17.1 The Employer shall ensure that all After Hours Workers shall be covered by the Workplace Safety and Insurance Act.
- 17.2 The parties acknowledge that the Occupational Health and Safety Act applies.
- 17.3 At any time an After Hours Worker feels unsafe to respond to a call during their working shift they must immediately contact the supervisor on duty to discuss the potential probable risks and determine a safety response plan, which may involve the police.

ARTICLE 18 – EMPLOYEE FILES

- 18.1 After Hours Workers shall participate in annual performance appraisals. Such appraisal shall be kept within the personnel file after it has been shared with the After Hours Worker.
- 18.2 After Hours Workers shall submit a request in writing to Human Resources with two (2) working days notice (between Monday and Friday), to view their personnel file while currently employed.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

19.1 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 an elected designate identified by the Union and agreed upon by the Employer. 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, which shall be during regular business hours. 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.

19.2 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 Union President or elected designate at the time it is issued to the Employee.

19.3 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 Executive Director or their representative at Step 3 within three (3) regular business days after the discharge or suspension, or within three (3) regular business 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.

- 19.4 Provided that an employee's record has been free from discipline for similar grounds during the preceding eighteen (18) month period of active working time, any letter of reprimand, letter of suspension, counselling letter or other disciplinary notation which predates the eighteen (18) month period (during which the employee was actively working) 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 20 – PUBLIC HOLIDAYS

20.1 After Hours Workers who worked between 12:00 a.m. to 11:59 p.m. on the following public holidays shall be provided pay at the rate of 1.5 times their hourly working rate in accordance with the shift duties and responsibilities as recorded and approved by their supervisor on their time sheet.

The public holidays include:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Christmas Day
11. Boxing Day

ARTICLE 21 – VACATION PAY

- 21.1 After Hours Workers will earn vacation pay in accordance with the Employment Standards Act which may be accrued or paid out each pay period. After Hours Workers may identify their preference in writing of whether they will accrue vacation pay to have it paid out when taking scheduled time off, or have the amount paid out on each pay and take the scheduled time off unpaid.

ARTICLE 22 – PENSION PLAN

- 22.1 After Hours Workers shall be permitted to participate in the Ontario Municipal Employees Retirement System (OMERS) pension plan, subject to the terms and conditions of the OMERS pension plan.

ARTICLE 23 – LEGAL LIABILITY

- 23.1 The Employer shall provide legal counsel for After Hours Workers relating to criminal charges except the Highway Traffic Act and civil law suit arising directly out of or during the performance of duties provided that:
- a. A child protection investigation deemed that the After Hours Worker was not responsible for maltreatment, or leaving a child at risk;
 - b. The employee is acquitted/exonerated of the criminal charges;
 - c. The limit of the legal expense liability is one hundred thousand dollars (\$100,000) per person;
 - d. The employee has carried out the Employer's mandate to provide child welfare and/or service in good faith and in a professional manner; and following relevant statutes, standards and/or the direction of the Employer; and
 - e. The employee has not committed a serious breach of dereliction of said duties and/or responsibilities.

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 After Hours Worker duties.

It is understood that payment under the terms of this article does not prejudice the Employer's right to take disciplinary action against the After Hours Worker.

ARTICLE 24 – INTERNET REIMBURSEMENT

- 24.1 An After Hours Worker shall receive a one dollar and fifty cent (\$1.50) internet reimbursement for each shift worked to a maximum amount of thirty dollars (\$30) per month.

ARTICLE 25 – CRITICAL INCIDENT

- 25.1 In the event that an After Hours Worker is involved in a critical or traumatic event during the course of their duties, they will have access to Critical Incident Response support, provided by the Agency. In addition, the After Hours Worker will be able to access the Agency Employee Assistance Program (EAP), as per the Agency Critical Incident Policy.

The Critical Incident Policy can be found in the Human Resources Manual.

ARTICLE 26 – EVALUATIONS

- 26.1 (a) All employees must receive a written evaluation 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 27 – DURATION AND RENEWAL

- 27.1 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, 2025 and therefore shall continue from year to year unless not more than ninety (90) days prior to March 31, 2025.
- 27.2 This Agreement is to remain in effect during all stages in negotiations and conciliation procedures as outlined in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 28 – COPIES OF AGREEMENT

- 28.1 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.

SCHEDULE A – PAY GRIDS

Year 1 – 1%

Year 2 – 1%

Year 3 – 1%

Year 4 – 1.75%

April 2021 - March 31, 2025				
Position	Starting Rate (April 1, 2021)	Year 2 (April 1, 2022)	Year 3 (April 1, 2023)	Year 4 (April 1, 2024)
Telephone Response	\$27.81	\$28.09	\$28.37	\$28.87
Community Response	\$27.81	\$28.09	\$28.37	\$28.87
On Call	Minimum wage rate as per ESA	Minimum wage rate as per ESA	Minimum wage rate as per ESA	Minimum wage rate as per ESA
Training/ Meeting/ Supervision	\$18.41	\$18.59	\$18.78	\$19.11

*Position titles reflect payroll compensation titles.

*New hires in After Hours will receive the rate of the role they are shadowing.

*All After Hours workers will receive 0.5 hours per week worked for administration at the meeting rate effective the date of ratification.

LETTER OF UNDERSTANDING # 1 – JOINT HEALTH AND SAFETY COMMITTEE

JOINT HEALTH AND SAFETY COMMITTEE

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328.1

The Employer and Union agree that one employee from the After Hours Unit shall sit on the Joint Health and Safety Committee. The member shall be appointed by the Union