

COLLECTIVE AGREEMENT

Between

**FAMILY AND CHILDREN'S SERVICES
OF ST. THOMAS AND ELGIN**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 841.5**

APRIL 1, 2022 – MARCH 31, 2025

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This Agreement is made and entered into this 16th day of May 2022.

Between

FAMILY AND CHILDREN'S SERVICES OF ST. THOMAS AND ELGIN

Hereinafter referred to as the "Agency"

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 841.5

Hereinafter referred to as the "Union"

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Agency and its employees by:

- a) Establishing and maintaining mutually acceptable wages, benefits, and working conditions for the employees affected by this Agreement;
- b) Promoting means of employee participation in the operation of the Agency in accordance with the *Child, Youth and Family Services Act, 2017* and amendments and other related regulations and policy;
- c) Promoting means of employee participation in the development of programs and policies which further the object of Family and Children's Services; and;
- d) Providing an orderly and amicable process for the resolution of grievances that may arise from both the Agency and employee from time-to-time.

ARTICLE 2 – RECOGNITION & CHECK-OFF OF UNION DUES

2.01

- a) The Agency recognizes the Canadian Union of Public Employees and its Local 841.5 as the sole and exclusive bargaining agent for all employees except the following positions:

- (i) Manager and positions above the rank of Manager;
- (ii) Manager of Finance and Administration, and Manager of Human Resources Manager of Information Systems and the Manager of Quality Assurance and Projects;
- (iii) Human Resources Coordinator, IT Coordinator, Bookkeeper, Payroll and Benefits Administrator;
- (iv) Manager of Administrative Support Services;
- (v) Director of Services and Human Resources Team Assistant;
- (vi) Contract employees as defined in this Agreement;
- (vii) Students on placement with the Agency, or employed during the summer period; and
- (viii) Legal Council.

b) The term “permanent employees” applies to employees who are considered part of the permanent establishment and have satisfactorily completed their probationary period.

c) “Contract employees” are defined as employees hired by the Agency to temporarily replace unionized employees, or to perform duties other than those performed by unionized employees. Contract employees may be either full time or part time employees, but shall not be employed for more than twelve continuous months.

d) Should a contract employee be employed for more than twelve continuous months, the employee shall be deemed to be a permanent employee, and as applicable, a member of the Bargaining Unit. The employee’s seniority shall be backdated to the first date of continuous employment.

e) “Casual Employees” are defined as employees that work on an irregular and infrequent basis with no regularly scheduled hours of work.

2.02 The Agency agrees, during the lifetime of this Agreement, to deduct from the pay of all employees who are covered by this Agreement on the first pay day of each calendar month, the duly authorized monthly Union dues, and shall remit same, prior to the end of such month, to the Secretary of the Union. The said sum shall be accepted by the Union as the regular monthly dues of those employees who are, or shall become, members of the Union.

2.03 The Agency will acquaint new employees with the fact that a Collective Agreement is in effect, and provide the employee with the necessary access to information, to be able to view or download the Agreement from the Agency’s internal information computer system. New employees shall be introduced to a representative of the Union on their first working day. The representative of the

Union shall be granted up to thirty (30) minutes to advise new employees of their rights and obligations under the Collective Agreement.

- 2.04 No employee shall be required or authorized to make a written or verbal agreement that may conflict with the terms of the Collective Agreement.
- 2.05 The Agency shall advise the Union, in writing, of all hiring and the classification and employment status of the employee at the time of hire, as well as the change in status of employees thereafter, as applicable. The Agency shall also inform the Union, in writing, of the rate of pay of any employee within the Bargaining Unit upon request.
- 2.06 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment. The Union will be given notice of any type of Leave lasting longer than ten (10) days.

ARTICLE 3 – RELATIONSHIP

- 3.01 The parties hereto mutually agree that any employee covered by this Agreement may become a member of the Union if they wish to do so and may refrain from becoming a member of the Union if they so desire.
- 3.02 The Agency and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained, or influenced by reason of any of the grounds of discrimination in accordance with the Ontario Human Rights Code or by reason of membership or non membership in any labour organization.
- 3.03 Unless otherwise mutually agreed upon, the Union will not engage in Union activities during working hours. The foregoing shall not apply to the processing of a grievance in any department where the approval of the Manager has first been obtained. Such approval will not be unreasonably withheld.
- 3.04 Members of the Union Executive Committee shall be allowed reasonable time, without loss of pay during working hours, to investigate grievances, provided approvals are obtained as previously outlined in this section, subject to the right of the Agency to limit such time if it deems it to be excessive.

ARTICLE 4 – SAFE AND HEALTHY WORKPLACE

- 4.01 The Employer and the Union recognize their joint obligation to:
 - Provide and maintain a safe and healthy workplace that promotes employee personal safety and respect and dignity within the workplace;

- Support and promote an environment that is free of disruptive workplace conflict, significant incidents and disrespectful behaviour, and;
- Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

ARTICLE 5 – REPRESENTATION

- 5.01 The representative committees of the Union are as follows:
- a) Executive Committee;
 - b) Union Bargaining Committee; and
 - c) Stewards.
- 5.02 The Executive Committee shall be composed of members from the Union. One member of the Executive Committee will be designated as the liaison between the Union and the Executive Director of the Agency. The Executive Director will be given in writing the name of the Liaison by January 1st of each year, or within ten (10) days of a change.
- 5.03 Correspondence between the Agency and the Union will be directed between the Executive Director and the Secretary of the Union Executive Committee. The Executive Director will be given in writing the name of the Secretary by January 1st of each year, or within ten (10) days of a change.
- 5.04 The Union Bargaining Committee shall be composed of no more than three representatives plus a Canadian Union of Public Employees representative. The role of this committee shall be to engage in contract negotiations. The names of the members of the Bargaining Committee shall be given to the Executive Director in writing prior to the initial meeting. The Agency shall not be required to recognize the members of the Committee until it has been notified in writing of the names of the committee members.
- 5.05 The stewards shall administer on behalf of the Union any alleged violation of the Collective Agreement. The Union shall, in writing, give the Executive Director the names of the stewards within ten (10) days of any change.
- 5.06 When the Agency has reason to meet with an employee for the purpose of an Investigation related to the performance of their duties, that may result in discipline, or to impose discipline, the Agency will inform the employee of their right to be represented by a Union Steward, who shall be present at the meeting.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Agency to hire, promote, demote, transfer, suspend, discipline or discharge any employee for just cause. An employee who has acquired seniority and claims that there has been a violation of this Agreement may file a grievance and have it dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Agency to operate in all respects in accordance with its commitments, obligations and responsibilities under *the Child, Youth and Family Services Act, 2017*, as amended, or any other Act of the Government of Canada or Province of Ontario, or to serve the needs of the public at large. The right to decide on the number of employees needed by the Agency at any time, the right to decide job content, including working hours for the productive service, the right to make assignments, and transfer assignments of any employees are solely and exclusively the responsibility of the Agency. The Agency also has the right to make and alter, from time-to-time, rules and regulations to be observed by the employees. The Agency agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

- a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- b) A policy grievance shall be defined as a dispute involving a question of general application or interpretation of the Agreement or a grievance involving a group of employees or the Union. Policy grievances shall be dealt with beginning at Step 2 of the grievance process.
- c) No grievance shall be considered where the circumstances giving rise to it originated more than five (5) working days before the filing of the grievance.

7.02 Complaint Stage

Employees must make a verbal complaint to their Manager within five (5) working days of the alleged violation. The Manager shall have five (5) working days to respond to the complaint in writing. Should the Parties not resolve the issue at the Complaint Stage, then a formal grievance may be submitted.

Grievances shall be processed as follows:

STEP 1

Within three (3) working days of receiving the written response from the Manager, the Union may submit a written grievance on behalf of the employee to the Director of Services. The parties shall meet to resolve the grievance within five (5) working days, or any other period of time which may be mutually agreed upon. The Director of Services shall summarize, in writing, the terms of any settlement reached, or where there is no settlement, render a written decision, and distribute it to the aggrieved employee and the Union.

STEP 2

If the Director of Services' answer is not satisfactory, the Union may submit a written grievance to the Executive Director, who will convene a meeting within five (5) working days, or any other time agreed to between the parties. This meeting shall include the Local Union and the National Representative if so desired. The Executive Director shall provide a written response to the Union within five (5) working days.

STEP 3

If the Executive Director's decision is not satisfactory to the Union, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be referred by either part to Arbitration as provided in Article 9 of this Agreement at any time within ten (10) working days after the decision of the Executive Director has been communicated to the grievor and the Union.

7.03 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual consent of the parties in writing before the applicable timeline expires.

ARTICLE 8 – MANAGEMENT GRIEVANCES

- 8.01 A Manager of the Agency may file a grievance with the Unit Chair regarding an alleged violation of the Collective Agreement by the Union or one of its members within five (5) working days of the alleged violation. The grievance shall first be discussed, informally, between the Manager and the Chair and/or designate. Should there be no resolution at this level, the Executive Director shall file a written grievance with the National Representative assigned to the local.
- 8.02 The National Representative shall set up a meeting with the Executive Director and the Unit Chair to discuss the grievance, with the National Representative

sending a written response to the grievance within ten (10) working days of the meeting.

- 8.03 Should there be no satisfactory resolution of the grievance, the matter may be referred to Arbitration in accordance with the provisions of Article 9 of this Agreement.

ARTICLE 9 – ARBITRATION

- 9.01 No matter may be referred to Arbitration unless it has been properly carried through all previous steps of the Grievance Procedure referred to in Article 7.

- 9.02 The parties agree to a single Arbitrator.

9.03

a) When either party requests that a grievance be submitted to Arbitration, the request shall be made to the other party in writing. Within ten (10) days thereafter, the other party shall answer by registered mail or courier.

b) If the Parties fail to agree upon an Arbitrator within seven (7) days, the appointment shall be made by the Minister of Labour upon request of either party.

- 9.04 Arbitration Procedure

A grievance or arbitration shall not be deemed invalid by reason of a defect form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities, or errors of procedure on just and reasonable terms.

- 9.05 Decision of Arbitration

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any provisions, or make any decisions contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties, or dispose of a grievance within the term of the Collective Agreement.

- 9.06 Disagreement with Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

- 9.07 Expense of Arbitrator

The expense of the Arbitrator shall be paid as follows:

- The Union and Employer shall pay half of the fees and expenses of the Arbitrator

9.08 The parties may agree to utilize the services of a grievance mediator prior to proceeding to Arbitration. The cost will be borne equally by both parties.

ARTICLE 10 – SENIORITY

10.01 Seniority is defined as the length of service with the Agency in the Bargaining Unit and shall be used in determining preferences or priorities for transfer, promotions, demotions, layoffs, and recalls.

Seniority shall be based on paid hours with each 1,550 hours worked or portion thereof equalling one year of seniority or portion thereof. No employee shall accumulate more than 1,550 paid hours in any twelve (12) month period.

10.02

- a) Should a contract employee be given a permanent position in the Bargaining Unit, the employee's seniority shall be backdated to the employee's original date of uninterrupted employment.
- b) Should a casual employee be given a permanent position in the permanent bargaining unit, such employee shall be credited with all seniority attained as a casual employee, with each 1,550 hours or portion thereof equalling one year of seniority or portion thereof.

10.03 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) When in receipt of sick leave benefits under the Salary Continuation Plan or Long Term Disability benefits;
- b) When on an approved leave of absence, with or without pay to a maximum of twelve (12) months;
- c) When in receipt of Workplace Safety and Insurance Act benefits;
- d) When on service for the Canadian Armed Forces;
- e) When on layoff for up to fifteen (15) weeks;
- f) When on any leave in accordance with, and subject to, the provisions of the Employment Standards Act, 2000.

10.04 Seniority shall terminate and an employee shall cease to be employed by the Agency when the employee:

- a) Resigns for any reason;

- b) Is discharged for just cause and is not reinstated;
- c) Has been on Long Term Disability Benefits for more than twenty-four (24) continuous months.

10.05 The probation period for newly hired employees shall be for a period of six (6) months from the date of hire. For child protection workers, the probation period shall be for a period of six (6) months from the date that the employee has been authorized as a child protection worker.

The probationary period for casual employees shall consist of 775 actual, straight-time hours worked to acceptable standards to the Agency, within a period of not less than 6 months and not exceeding 9 months.

10.06 During the probationary period, employees shall not be entitled to any rights or privileges of this Agreement concerning seniority or discharge. The employment of new employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.07 A successful internal appointment to a position shall be placed on a trial period for six (6) months. Conditional on satisfactory service, the trial appointment shall become permanent once the trial period is completed.

10.08 Should an employee prove to be unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority, wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, wage or salary.

10.09

- a) A bargaining unit member who assumes an acting Management position shall not accrue seniority in the bargaining unit during the acting assignment. Such employees shall maintain their bargaining unit seniority for a period of one (1) year. By mutual agreement only, seniority may be maintained further for a period of up to six (6) months maximum. At the end of the foregoing time period, the employee shall either be confirmed in the management position or returned to the bargaining unit, but not thereafter.
- b) The Society shall submit, in writing, to the Unit Secretary, notification of all acting Management appointments and the effective dates of such appointments.

ARTICLE 11 – POSTING

11.01

- a) When vacancies which are expected to last more than four (4) months occur, or new jobs are created, the Agency shall not fill these positions unless they are first posted for a period of five working days. For clarity, there is no requirement to post temporary vacancies or contracts that are expected to last less than four (4) months. Subsequent vacancies for contracts arising out of filling the first temporary vacancy or contract are also not required to be posted. The Agency and Union may, from time to time, mutually agree to shorten the length of a posting, or waive the posting requirement altogether. The successful applicant shall be decided within fifteen (15) working days of the closing of the posting and the Employer shall, in consultation with the respective Manager(s) place the employee in the posted position expeditiously.

No new permanent employee may bid on a job posting during the first year of employment.

- b) 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:
- (i) 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.
 - (ii) 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.
 - (iii) 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 their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

11.02 For purposes of posting positions,

- a) A vacancy occurs when an employee resigns or is dismissed from their position, or when an employee is absent or is expected to be absent from work for an extended period of time due to illness or leave; and

- b) "new jobs" shall mean new or revised positions where there is no incumbent occupying the position.
- c) Vacancies arising under 11.02 (a) and (b) shall be limited to one (1) successful "lateral" job bid per six (6) months.
- d) When the Agency decides not to fill a vacancy it will notify the Union within one (1) week of such decision and such notification shall be in writing.

11.03 Employees who apply for posted positions, including contract and casual employees, shall be considered for vacancies or new positions prior to the Agency pursuing outside applicants.

11.04 Should an employee applicant not be offered a vacancy or new position, the employee may request and shall be given written reasons for not being offered the position.

11.05 All cases of filling vacancies shall be based on the following factors:

- (i) Skill, qualifications and ability; and
- (ii) Seniority

Where the qualifications in factor (i) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 A layoff shall be defined as a reduction in the work force, or a reduction in the regular hours of work outlined in this agreement.

12.02

- a) The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined a reduction in the 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.
- b) 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.
- c) The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.

- 12.03 In the event of a proposed layoff, the Executive Director shall give written notice of layoff to the least senior employee(s) in the job classification where the layoff has been deemed necessary. A copy of any notices of layoff shall be given to the Secretary of the Union Executive Committee.
- 12.04 For purposes of this Agreement, "job classification" shall be defined as a position for which there is a unique job description and salary scale.
- 12.05 Within five (5) working days or issuing a notice of layoff, the Agency and Union, including the National Representative if required, shall meet to discuss the proposed layoff, and to investigate alternative measures such as how to realize savings and generate revenues. If no mutually agreeable alternatives can be reached within ten (10) days of the meeting, the Executive Director shall confirm with the employee and the Union, in writing, the actual date of the layoff.
- 12.06 Contract, probationary, and casual employees shall be laid off prior to any employees with seniority. Employees with seniority shall be laid off in reverse order of their seniority.
- 12.07 Displacement occurs when an employee assumes the job of the least senior employee in another job classification. An employee with seniority who has been given a notice of layoff may displace another employee provided that the displacing employee:
- a) Has more seniority than the employee who is to be displaced, and
 - b) Is qualified to do the work required in the other job classification.
- 12.08 An employee who intends to displace another employee shall give the Executive Director written notice of such intent within five working days of receiving confirmation of the layoff, including the name and job classification of the employee who is to be displaced.
- 12.09 In determining if an employee is qualified to displace another employee, the Executive Director shall consider skill and ability. The Agency shall not set qualifications in an arbitrary or discriminatory manner.
- 12.10
- a) All employees shall be given no less than two months' notice of a layoff, or pay in lieu thereof.
 - b) An employee who is subject to permanent layoff shall have the following entitlements:
 - (i) Be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or

- (ii) 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.

12.11 No new employees shall be hired until those on layoff are given the first opportunity of re-employment. The employee on layoff must accept or reject the recall within five (5) working days of being notified that a vacancy exists. An employee on layoff shall be notified by registered letter at their last known residence.

12.12 Grievances concerning layoffs shall be initiated at STEP 2 of the Grievance Procedure.

12.13 Redeployment

At such time identified in 12.02 (a), a Redeployment Committee shall be established consisting of two (2) Union representatives and two (2) Employer representatives. This committee shall meet within ten (10) working days of the notice, and as needed thereafter. Time spent attending such meetings shall be considered work time.

The parties shall make every effort to find alternatives to layoffs by:

- (i) Identifying, proposing and exploring alternatives to the proposed layoff(s) or elimination of position(s);
- (ii) Investigating alternatives measures;
- (iii) Identifying vacant positions, or positions which may become vacant, within a twelve (12) month period.

ARTICLE 13 – JOB SECURITY

13.01 Qualifications

- a) 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.

- b) 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.

13.02 Restructuring, Mergers and Amalgamation

- a) 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 HRAP's and ratify them during the term of this agreement.
- b) HRAP's are intended to minimize adverse impacts during those integrations.

ARTICLE 14 – RESIGNATIONS AND DISMISSALS

- 14.01 Employees who resign their position shall do so in writing, and shall give as much notice as possible to the Agency.
- 14.02 An employee with seniority may be dismissed by the Agency without notice for just cause. The employee may oppose the dismissal by filing a written grievance with the Executive Director within five (5) working days after being notified in writing of the dismissal, or within five (5) working days after the employee ceases to work for the Agency, whichever is the earlier.
- 14.03 A grievance filed arising out of a dismissal shall be dealt with at Step 2 of the Grievance Procedure, and failing a satisfactory resolution, at Step 3.
- 14.04 A grievance arising out of a dismissal shall be taken up within five (5) working days and disposed of within ten (10) working days, or such longer period as may be mutually agreed upon, of the date of the employee is notified in writing of their discharge, except where the case is taken to Arbitration.
- 14.05 A grievance arising out of a dismissal may be settled by confirming the Agency's action in dismissing the employee, or by reinstating the employee with full compensation for the time lost or by another arrangement that is just and equitable in the opinion of the conferring parties.
- 14.06 Should they so wish, employees who have resigned or have been laid-off shall receive a letter of confirmation of employment within seven (7) calendar days following their termination of employment.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Maternity/Parental Leave

- a) An employee who leaves the Agency because of a pregnancy or adoption placement, and has indicated a desire to return, shall be considered on a leave of absence without pay for a period of up to eighteen (18) months from the time of the separation in accordance with the *Employment Standards Act, 2000*.
- b) During the period of Pregnancy/Parental/Adoption Leave, employees shall continue to be in receipt of employee benefits. Specific benefit entitlement and the responsibility for premium payments are in accordance with the provisions of this Agreement.
- c) An employee intending to request Pregnancy/Parental/Adoption Leave shall notify the Agency of such intent in writing at the earliest possible time, and at least two (2) weeks in advance of the expected commencement of the leave.
- d) An employee wishing a variation of a leave, once approved, shall give written notice of at least two weeks prior to the anticipated variation taking effect.
- e) Vacation entitlement that has accrued to the employee, prior to the commencement of the Pregnancy/Parental/Adoption Leave, may be added to the maternity leave period if the employee so requests.
- f) An employee shall give at least four (4) weeks written notice to the Agency of their intent to return to work, or not return to work, prior to the expiry of the agreed upon Pregnancy/Parental/Adoption Leave.
- g) On return from Pregnancy/Parental/Adoption Leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position at the salary rate no less than the employee's salary rate, at the commencement of the leave.
- h) Notwithstanding other provisions within this Article, the Agency shall grant three (3) days leave to an employee upon the birth of the employee's partner's child regardless of the gender of the employee's partner.
- i) During either pregnancy, parental or adoption leave, when the employee qualifies for Employment Insurance, the Employer will pay the employee an amount equal to the difference between seventy-five (75%) of their regular salary and the amount they receive from Employment Insurance upon receipt of the employee's Employment Insurance cheque stub, for a maximum of fifteen (15) weeks.

The top-up shall not exceed the difference between 75% of the employee's normal weekly earnings that they were receiving on the last day worked prior

to the start of the leave, and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act, 1996*.

15.02 Bereavement Leave

- a) In the event of the death of an employee's spouse or partner, or a child, step-child or foster child, the employee will be granted a leave of absence with pay up to a maximum of five (5) working days.
- b) In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay up to a maximum of three (3) consecutive working days. This includes when an employee, or employee's spouse or partner has suffered a miscarriage during pregnancy.

The term "member of an employee's family" means a parent, step-parent or foster parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, step-grandparent or grandparent-in-law, grandchild, guardian or former guardian, or someone who has resided with the employee for more than one year in a close relationship.

15.03 Education Leave

- a) An employee with not less than two years of continuous employment with the Agency may be granted an educational leave for up to one (1) year, subject to one of the following criteria:
 - (i) To participate in studies which will enable the employee to improve themselves in their field, or
 - (ii) Upgrade and/or prepare the employee for advancement with the Agency, or
 - (iii) Prepare the employee for a new altered services which the Agency plans to provide in the future.
- b) In order to obtain an educational leave, the employee shall, make a written request to the Executive Director. If required by the Agency, the employee shall enter into a written contract specifying the conditions of the leave, including all applicable costs such as wages, benefits, books, tuition, etc. and the anticipated duration of the leave. The contract maybe renewed upon mutual agreement between the Agency and employee.
- c) Unless otherwise permitted by the Agency, the aforementioned costs or portion thereof, as specified by the Agency, shall be returned to the Agency as applicable if the employee:
 - (i) Fails to successfully complete the course; or

(ii) Does not resume employment with the Agency upon completion of the course; or,

(iii) Ceases to be employed before termination of the period they have undertaken to serve after completion of the course

15.04 Paid Leaves

Leaves of absence with pay for special purposes such as extended vacation, marriage, etc., may be granted on an individual basis on the approval of the Executive Director for periods of time not to exceed one (1) work week. Such leaves of absence for special purposes in excess of one week maybe granted as unpaid leaves of absence, subject to the staffing needs of the Agency.

15.05 Union Leave

The Agency shall grant an unpaid leave of absence to three (3) employees selected by the Union to attend Union Conventions or Conferences, providing that they do not interfere with the efficient operation of the Agency's work. These conferences may be for a period or periods not exceeding fifteen (15) working days in the aggregate of any calendar year. Such leaves of absences will not be unreasonably withheld. In such case, the Agency shall pay the employee(s) and bill the union for the wages involved.

15.06 Representatives of the Union shall not suffer any loss of pay if required to leave their employment temporarily in order to carry on negotiations with the Agency, or with respect to a grievance, provided they request permission from their Manager in advance to do so.

15.07 Jury Duty

If an employee is absent due to a summons to serve as a juror or a subpoena as a witness, the employee shall treat the absence as a leave with pay, and shall surrender applicable witness fees, if any, to the Agency when received.

15.08 Personal Leave

An employee shall be entitled to up to three (3) days of paid leave of absence per year to deal with matters of a personal nature. The entitlement for employees who have worked less than one full calendar year shall be prorated. The employee must notify the Agency as soon as possible when applying for the paid leave and such leave shall not be unduly denied.

15.09 Unpaid Leave

The employee may apply in writing to the Executive Director for an unpaid leave of absence of up to one year without loss of seniority. The Executive Director shall approve the request unless the organizations service mandate may be impaired.

15.10 Statutory Leaves of Absence

All Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

15.11 Self-Funded Deferred Salary Leave Plan

The parties agree to implement a Self-Funded Deferred Salary Leave Plan subject to the following terms and conditions:

- a) The Self-Funded Deferred Salary Leave Plan provides for permanent employees of the Agency who have at least two (2) years of seniority to self-fund a paid leave of absence by deferring a proportion of the employee's salary, and paying it to the employee during the period of the leave. The Plan is offered at no cost to Family and Children's Services.
- b) An employee may take a leave of absence of between six (6) to twelve (12) months once in a period of five years. The length of time of the Leave shall be negotiated between the employee and their Manager, and subject to final approval by the Executive Director.
- c) Participation in the Plan is voluntary.

Financial Procedures

- d) The rate of deferred salary may be negotiated, but must be between 20% to 33% of the employee's gross annual salary per year. The employee may commence the Leave portion of the Plan once the employee has deferred sufficient salary to cover the length of the Leave.
- e) The Plan is established in accordance with the regulations of the Canada Customs and Revenue Agency.
- f) If a Leave is for less than six (6) months the employee will have no interruption in receiving a salary increment. If the employee is on leave for more than six (6) months, the employee will forfeit the increment for that year.
- g) During the period of salary deferral, the proportion of salary withheld for the employee shall be deposited into a joint trust account in the employee's and Agency's name. All interest accrued in the account shall be credited to the employee. Payment of income tax shall be delayed until the year that the money is withdrawn. However, CPP, EI and any other deductions may be made during the period of deferment but not the Leave itself.
- h) Contributions to OMERS during the period of deferment are based on 100% of the employee's salary. No contributions are required during the Leave. The Leave is considered by the OMERS Plan to be broken service but may be purchased back by the employee subject to the regulations of the Plan.

Operational Procedures

- i) No more than one person per work team may be on a Leave under this plan at any one time.
- j) Upon returning from a Leave the employee shall return to the same or similar position held prior to the Leave. The employee shall return to work for a minimum period of time equal to the length of the Leave once it has expired.
- k) Persons returning from a Leave may reapply for a further Leave after a period of twelve continuous months of employment following the previous Leave.
- l) If there is a lay-off during a Leave the employee will be subject to the lay-off provisions of the Collective Agreement including notification procedures.
- m) The Agency may hire a replacement for the employee while the employee is on Leave.
- n) During the Leave, the employee may not accrue vacation or sick leave credits, but will continue to accrue seniority in the Bargaining Unit. The employee may not be eligible for Long Term Disability benefits while on leave unless explicitly permitted by the carrier.
- o) An employee may not withdraw from a Leave prematurely without the permission of the Executive Director.
- p) During the Leave the employee may pay Union dues if required by the Union.
- q) During the period of deferment the employee shall have no reduction in benefit entitlements. During the Leave, the employee may continue to receive Extended Health Care and Group Insurance Plan Benefits through the Agency's group. The premium costs shall be paid entirely by the employee. The employee shall remit premium costs to the Agency business office on or before the first of each month in which the premium is due.
- r) The Leave may not commence until the period has been fully funded.
- s) In the event of the employee's death while participating in the Plan, all monies accumulated plus interest shall be paid to the employee's estate.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 The Agency shall provide a sick leave plan for all permanent employees, subject to terms and conditions contained in this Agreement. The benefit schedule is as follows:

Length of Service	Sick Leave Credit
Less than three (3) months	100% of income for one (1) week
Three (3) months, but less than one (1) year	100% of income for two (2) weeks, plus 66 2/3% of income for thirteen (13) weeks
One (1) year, but less than three (3) years	100% of income for four (4) weeks, plus 66 2/3% of income for eleven (11) weeks
Three (3) years, but less than seven (7) years	100% of income for eight (8) weeks, plus 66 2/3% of income for seven (7) weeks
Seven (7) years, but less than nine (9) years	100% of income for ten (10) weeks, plus 66 2/3% of income for five (5) weeks
Nine (9) years, but less than ten (10) years	100% of income for twelve (12) weeks, plus 66 2/3% of income for three (3) weeks
Ten (10) years and over	100% of income for fifteen (15) weeks

16.02 Subject to the renewal dates and current coverage and regulations governing each plan and carrier policies, the Agency shall provide on behalf of each permanent employee the following benefits and cost-sharing ratios:

a) Extended Health Care

Dispensing fees for prescription drugs shall be capped at \$10.00 per prescription. Coverage includes prescription drugs, semi-private hospital, medicines, serums, private nursing services, vision care (\$350.00/24 months) and \$100.00/24 months for eye examinations and Deluxe Out-of-Province coverage. Premium is 100% Agency paid. A combined paramedical maximum of \$1,000.00 per year including Naturopath. Hearing Aids — Coverage of \$300.00/24 months. Premium 100% Employer paid.

Employer agrees to include a CGM (Continuous Glucose Monitor) under extended health care as per the limits and requirements of the plan. To be outlined in the benefits booklet.

b) Employee Assistance Plan

Employee Family Assistance counselling to agency employees and eligible dependents. The Employer selects the provider and is obligated to provide a service. Cost is 100% Agency paid.

c) Ontario Health Insurance Plan

As provided for by the provincial Agency Health Tax.

d) Group Life and A.D.D. Insurance

Benefits for each item is two (2) times annual salary, to a maximum of \$200,000.00 coverage on a full twenty-four (24) hour basis. Premium is 100% Agency paid.

e) Optional Life Insurance

The Benefit is optional for an employee to purchase additional insurance in increments of \$10,000.00 to a maximum of \$150,000.00 coverage for the employee and/or spouse in accordance with the regulations and costs of the plan carrier. Premium is 100% employee paid.

f) Long Term Disability

Employees who become totally disabled may be eligible for Long Term Disability benefits under the terms of the group insurance policy after satisfying a 105 day waiting period and be eligible to receive 60% of their net, monthly earnings, excluding overtime earnings to a maximum of \$5,000.00 per month. The Benefit will be directly reduced by any payments received by employees from WSIB, CPP/QPP, a motor vehicle automobile insurance plan or any other wage loss income plan so that employees' income, from all sources, does not exceed 85% of pre-disability, net earnings. Premium is 100% Employee paid.

g) O.M.E.R.S. Pension Plan

Participation is mandatory for all full-time permanent employees. Benefits are in accordance with the plan, providing pension benefits for employee and survivor's benefits for spouse and/or children. Premiums are paid by both Agency and employee or according to current regulations in effect.

h) Dental Plan

Benefits are in accordance with the current plan. The coverage is for listed services with no less than a one (1) year lag from current Ontario Dental Association Rates. The Agency shall reimburse the employee for any out of pocket costs arising out of the lags in implementing this practice. Coverage includes check ups every 9 months, fillings, extractions, denture work,

periodontics, endodontics, and oral surgery. Eighty percent (80%) of the cost of major restorative work such as crowns and bridges is insured to a maximum of \$2,500.00 per year per eligible insured person. Premium is cost-shared — 85% Agency and 15% employee. The Employer shall pay 100% of the cost of Orthodontic coverage for adults and dependents at 50% co-insurance to a \$1,500.00 lifetime maximum per eligible member.

i) Employment Insurance

Provisions of the Act require contributions by all employees at legislated cost ratios. In the case of sickness, this would be integrated with the Agency's Sick Leave Plan and the Long-Term Disability Plan.

j) Canada Pension Plan

The Agency continues to provide pension benefits in accordance with the Canada Pension Plan. All employees must contribute to C.P.P at legislated costs.

k) Liability and Fidelity Insurance

The Agency will carry and maintain insurance policies that will include provisions in respect of malpractice, bonding of employees, and non-owned automobile insurance coverage.

l) Workplace Safety and Insurance Act Benefits

- (i) This benefit is provided under the Workplace Safety and Insurance Act.
- (ii) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or Collective Agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. 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.

16.03 Employees who have been hired to permanent bargaining unit position, after 90 days, shall be entitled to all employee benefits in this Agreement during their probationary period.

16.04 An employee who is on extended leave of absence without pay or on lay-off shall, where the regulations of the Plan in effect permit, have the right to continue Extended Health Care and Group Insurance Plan Benefits through the Agency's

group. Except for employees on Pregnancy, Adoption or Parental Leave, or in receipt of W.S.I.B. benefits, the premium costs shall be paid entirely by the employee. The employee shall remit premium costs to the Agency business office on or before the first of each month in which the premium is due.

- 16.05 Permanent part-time employees who work at least 17.5 hours per week, shall be entitled to the following employee benefits:
- a) Extended Health Care, Employee Assistance, OHIP, Optional Life Insurance, and dental Plan shall be provided as per the Collective Agreement;
 - b) Vacation, personal leave days and sick leave shall be as for a full-time entitlement, but prorated to the number of hours worked by the employee relative to full time hours, and in no case less than what is provided by legislation;
 - c) Public Holidays as outlined in Article 18 shall be granted, but the amount of paid time off for a Public Holiday shall be proportionate to the employee's full time equivalency, and in no instance less than what is provided by legislation;
 - d) Group Life and ADD Insurance, Long Term Disability, OMERS Pension, Employment Insurance and Canada Pension benefits shall be proportionate to the employee's annual salary.
- 16.06 If an employee is off work due to illness or disability, the employee has up to fifteen weeks benefit at full or part salary in accordance with the provisions in Section 16.01. Each illness or disability has the full benefit subject to the following terms:
- a) For a new illness, if the employee has worked for at least one month prior to the illness without taking any sick leave;
 - b) For a re-occurring illness, if the employee has worked for at least three months without taking any sick leave.
- If the appropriate condition has not been met, the full sick leave entitlement of fifteen (15) weeks shall be reduced by the number of sick leave days taken previously.
- 16.07 Should an employee be unable to return to work after being off work for a total of fifteen (15) weeks, the employee shall be entitled to apply for Long Term Disability Benefits as set out by the carrier.
- 16.08 The Agency may require that an employee provide a medical certificate as a proof of absence. Costs, if any, will be paid by the Agency.
- 16.09 The Employer shall provide employees, who have reached at least age 55, and have ten (10) years of service, and who retire, \$1,750.00 per year reimbursement towards the retiree's billed premium for benefits, up to age 65. If the employee

retires between May and March 31 of the following year, the foregoing amount shall be prorated.

16.10 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, the following annual amounts will be provided in a Health Care Spending Account:

- April 1, 2022: \$545
- April 1, 2023: \$595
- April 1, 2024: \$640

The Health Care Spending Account is subject to the following conditions:

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

- (i) Have 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 definition regarding eligible expenses, attached hereto as "Appendix A".

ARTICLE 17 – VACATIONS

17.01

a) Full time employees shall be entitled to the following paid vacation:

After one (1) year	20 days
After five (5) years	22 days
After ten (10) years	25 days
After fifteen (15) years	27 days
After twenty (20) years	30 days

After twenty-five (25) years 32 days

After thirty (30) years 35 days

- b) Part-time employees shall receive paid vacation proportional to their full time equivalency. The annual entitlement shall be calculated as follows and expressed in hours:

$$\frac{\text{Average no. hrs. worked per week} \times \text{full time entitlement} \times 7 \text{ hrs.}}{35}$$

- c) Where service with the Agency terminates within less than one year, the employee's vacation entitlement will be proportionate to the length of service.
The Agency will be reimbursed for any unearned vacation that may have been taken before completion of a full year's service.
- d) Casual employees shall be entitled to vacation as per E.S.A. Earned vacations will be paid out in the last week of June.

17.02 All vacation periods are to be arranged with the approval of the employees' Manager.

17.03

- a) Vacation requests shall be submitted March 1st of each year for those employees wishing to use their seniority for preference of vacation between April 1st and September 30th. The Employer shall approve such vacation requests no later than the 5th business day following the submission deadline referred to above.
- b) Vacation requests shall be submitted by September 1st for those employees wishing to use their seniority for preference of vacation between October 1st to March 31st. The Employer shall approve such vacation requests no later than the 5th business day of the request following the submission deadline referred to above.
- c) Vacation requests shall not be unreasonably denied, and once a vacation request has been granted the time shall not be altered unless by mutual consent. Vacations shall commence immediately following the employee's regularly scheduled day off.

17.04 Seniority of service shall be a factor in allotting vacation time. In the case of a dispute between two or more employees with conflicting vacation requests, the request of the employee with the greater seniority shall take precedence. Vacation requests after the dates required in Article 17.03(a) and (b) shall be on a first come first granted basis within the team.

- 17.05 An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee concerned and the Agency provided no more than three (3) consecutive weeks are taken in summer months (i.e. between June 15th and September 15th annually), unless otherwise approved by the Executive Director. Effective for the 2020-2021 vacation year.
- 17.06 For the purposes of computation of vacations, the vacation year shall be the calendar year. Employees who are entitled to vacation, but have served less than a full calendar year, shall receive vacation that is prorated to their length of service for that year.
- 17.07 Vacation must be taken during the year for which it is allowed. However, an employee may carry up to seven (7) vacation days to the following calendar year upon mutual agreement with the employee's immediate Manager or designate, such agreement shall not be unreasonably withheld, of which two (2) days are to be used by February 15th and the remaining days to be used by March 31st.
- 17.08
- a) If an employee during an annual vacation is hospitalized due to injury or illness, the time spent in hospital shall be considered sick leave, and vacation time shall be reinstated and used at a mutually agreeable time. The employee must provide proof of the hospitalization.
 - b) If an employee during an annual vacation suffers the loss of a family member outlined in Article 15.02, the time spent shall be considered bereavement leave, and vacation time shall be reinstated and used at a mutually agreeable time.
- 17.09 Despite the provisions of any other Article in the Collective Agreement:
- a) Employees who are in receipt of short term sick leave (Salary Continuation Plan) or Worker's Compensation shall continue to accrue vacation credits if the total leave does not exceed 15 weeks;
 - b) Employees on Maternity/Parental Leave shall continue to accrue vacation credits in accordance with the provisions of the *Employment Standards Act*;
 - c) Employees who are on long-term disability benefits or an unpaid leave of absence shall not accrue vacation benefits;
 - d) Employees who are working part time and receiving a part time benefit, shall accrue vacation credits for the portion of time worked, and for the portion of time on benefits if the benefit is sick leave or Maternity/Parental Leave.
- 17.10 Employees who are returning from any leave with unused vacation credits shall, within a month of their return, make arrangements with their Manager to use the

vacation or carry it over in accordance with the provisions of the Collective Agreement.

ARTICLE 18 – PUBLIC HOLIDAYS

18.01 The Agency recognizes the following public holidays as paid holidays for its employees:

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

Employees will be eligible to observe three (3) floating holidays by mutual agreement with the respective Manager(s).

18.02 The employer may require 50% coverage to be observed throughout the year.

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

18.04 If a public holiday falls on, or is observed during an employee's vacation period, the employee shall be granted an extension of an additional day's vacation for such holiday, in addition to their regular vacation time.

18.05 When any of the public holidays mentioned in this Section falls on an employee's day off, such employee shall receive another day off with pay to be mutually arranged between the Agency and employee.

18.06 Except as otherwise provided for in this Agreement, if an employee is required to work on any of the public holidays mentioned in this Section, the employee shall receive another day off with pay, to be mutually arranged between the employee and their Manager.

18.07 If a public holiday falls when an employee is on an unpaid leave or thing term disability, the employee shall not be entitled to a substitute day off with pay.

ARTICLE 19 – BUSINESS EXPENSES

19.01 Where an employee drives a private car on Agency business, they shall be reimbursed a flat rate of \$0.56 per kilometer.

The Agency shall provide employees with a vehicle for return business trips to one destination in excess of 300 km. Should the employee choose to use their own vehicle for business trips in which the Agency normally provides a vehicle, employees shall be reimbursed at a fixed rate equal to the Agency's costs in providing a vehicle for that particular trip. In all other instances where employees are required to use their own vehicles for business trips on behalf of the Agency, and where the Agency cannot provide a vehicle for the employee, a reimbursement to employees shall be made for all kilometers travelled on behalf of the Agency at the rate of forty-eight (48) cents per kilometre.

- 19.02 The Agency shall reimburse \$200.00 per year towards the costs of automobile insurance for any employee who is required to operate an automobile as a condition of employment.
- 19.03 Travel costs for all approved conventions and staff training shall be authorized by the employee's Manager prior to the employee's departure.
- 19.04
- a) The Agency shall reimburse the employee for all overnight accommodation costs for all business trips, conventions, or staff training provided that the trip and the costs have been authorized by the employee's Manager prior to departure.
 - b) The Agency shall reimburse the employee for any meals purchased while travelling beyond Elgin County boundaries on a business trip, convention or staff training. Upon presentation of receipts, the employee shall be reimbursed up to \$10.00 for breakfast \$15.00 for lunch and \$25.00 for supper.
- 19.05 When an Agency issued cell phone is not provided, the Employer shall reimburse employees who are required to use their own personal cell phone in the performance of their duties, thirty (\$30.00) dollars per month toward the cost of receipted cellular telephone costs in addition to employment related long distance charges.

ARTICLE 20 – HOURS OF WORK AND OVERTIME AND WORKLOAD

- 20.01 The normal work week for all employees except permanent part time employees and subject to Article 18.02 shall be 8:30 a.m. to 4:30 p.m., Monday to Friday. The normal work day shall consist of seven working hours.

Casual employees are defined as employees who work on an irregular, occasional and infrequent basis with no regularly scheduled hours of work. If the Casual Supervised Access employee is compensated for mileage, then the driving time is considered work time.

20.02

- a) Flexible working hours may be required of an employee where the requirements of the job cannot be met within the normally scheduled hours.
- b) The adjustment may be on a one-time basis, for one or more days per week, or for a specified length of time.
- c) Flexible working hours will be discussed between the employee and the employee's Manager, and require the Manager's approval. The decision to use flexible working hours should take into account the employee's personal commitments.
- d) If an adjustment in working hours is for one day only, the employee should try to obtain the Manager's approval in advance. If the adjustment is for more than one day, it shall be arranged in advance, and approved in writing by the Manager.

20.03

- a) All time in excess of the normally scheduled workweek shall be considered overtime subject to the following:
 - (i) Employees who attend conventions or staff training sessions may not claim as overtime the time spent at a convention or training session which, in combination with travel time, exceeds seven hours in any given day. For clarity, it is agreed that:
 - "Conventions" include network meetings, sector specific, special meetings (i.e. ARE), conventions and conferences that occur at regular and predictable intervals (i.e. quarterly);
 - Time spent travelling to and from conventions and training should be considered time worked;
 - Time spent at conventions and training sessions, which in combination with travel time, exceeds seven hours in any given day, should be treated as "flex time" and shall be thoroughly considered by the Manager and discussed with the employee before approval is given as per Article 20.20(c).
 - (ii) A Manager shall not approve an overtime request unless the Manager is satisfied that the overtime was necessary to effect appropriate service delivery, and that the employee claiming the overtime has made effective use of their time available during the regular work day or week;
 - (iii) The employee must notify their Manager as soon as possible but not later than 30 days of having worked beyond the normal work week;

(iv) Approved overtime shall include all work necessary to perform the employee's assigned duties.

- b) Employees who have approved overtime shall be entitled to take compensatory time off. The scheduling of compensatory time off shall be negotiated between the employee and the Manager, and shall be at the rate of time and one half. Neither the employee nor the Manager shall be unreasonable in scheduling the time off.
- c) If compensatory time off cannot be arranged between the employee and Manager, the employee shall be paid for the overtime at the rate of time and a half of the employee's normal rate of pay at the time the overtime was accumulated, but if the compensatory time cannot be taken off within sixty (60) days, the employee shall be paid appropriately for such time. Review of such compensatory time for each employee shall be done by the employee and Manager on a monthly basis.
- d) Neither the employee nor the Manager shall be unreasonable in scheduling compensatory time off.

20.04 Full-time employees shall be entitled to a paid 15 minute rest period in the morning and afternoon of each working day. Part time employees shall receive the foregoing as applicable.

20.05

- a) It is mutually agreed and understood between the parties that workload is a joint responsibility and therefore:

The Employer recognizes its role in the management of workload on an ongoing basis.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload. The Employer acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

- b) The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include, but will not be limited to the following:
 - 1. Assign cases based on equitable distribution of workload, the needs of the Society, the individual skill level and experience, current workload and anticipated workload fluctuations. The following factors will be considered:
 - 1. Individual and team workload
 - 2. Number of cases before the court

3. Number of high risk cases
 4. Status of individual recording
 5. Number of supervised visits
 6. Amount of required driving
 7. Team coverage issues beyond the norm
 8. Linguistic skills
 9. Committee work
 10. Introduction of new technology
 11. Worker's attendance at training
 12. Complexity of cases
2. Ensure that employees know what is expected of them by: providing ongoing performance feedback through regular supervision; identifying developmental objectives through the annual performance evaluation process.
- c) In order to meet service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times, within the time frames specified within the CSFA, and Ministry standards and regulations.
- d) The Employer agrees that individual teams of Family Service, Intake, Resource, Team Assistant Staff and Children's Services (which include the Managers) can determine how to most effectively manage coverage for one another when team members use up to one (1) "protected case documentation day" per month.
- e) It is understood that an employee with a workload concern may request a review by their Manager of their workload. It is mutually agreed and understood between the parties that they shall adhere to the following process:
1. The Manager and the employee will meet within five (5) business days of the workload review request to discuss the employee's concerns.
 2. The Manager will conduct a Workload Assessment of the individual's caseload in consideration of the factors listed above (Article 20.05(b)(i)) and jointly with the employee develop a plan to resolve the workload concerns.
 3. If the individual worker is not satisfied with the resolution the request for assessment may be referred to the Labour Management Committee for resolution and/or recommendations. The Committee shall convene a meeting of all persons necessary

to address the individual worker's request for a workload assessment within ten (10) working days of the filing of the issue.

4. The Committee shall have five (5) working days after such meeting to provide the individual with a written decision as to how the claim of unmanageable workload will be addressed.
 5. Should the individual worker not be satisfied with the written decision, the matter may be referred to the final step of the grievance procedure as defined within the Collective Agreement.
- f) Once the employee has taken all reasonable efforts to ensure coverage, the employee will alert the Manager to any outstanding coverage issues requiring attention during their absence. The Manager shall then be responsible for ensuring coverage for assigned duties that are required to be met during the employee's absence.
- 20.06 An employee shall receive not less than two and one-half (2.5) hours pay where a scheduled access visit is cancelled by the client with less than three (3) hours advanced notice.
- 20.07 When a casual employee is required to attend a meeting, they shall be paid for all the time in the meeting but in no case shall they receive less than two and one-half (2.5) hours pay for the meeting.

ARTICLE 21 – WAGE RATES AND SALARY CLASSIFICATIONS

21.01 The wage rates and salary classifications are set forth as follows and remain in effect for the duration of this agreement. Casual employees shall be placed on the grid consistent with seniority.

The parties agree that the following increases shall be applied to all base wage rates in the following manner:

- Year 1: 1.0%
- Year 2: 1.0%
- Year 3: 1.0%

UNION SALARY GRID								
Effective Date:	April 1, 2022							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Percentage Increase
Child Protection Worker	63,909	66,572	69,346	72,235	75,245	78,380	81,646	1.0%
Children's Services / Alternative Care Worker	63,909	66,572	69,346	72,235	75,245	78,380	81,646	1.0%
Child and Family Support Worker	50,862	52,982	55,189	57,489	59,884	62,379		1.0%
Youth in Transition Worker	50,862	52,982	55,189	57,489	59,884	62,379		1.0%
Volunteer Coordinator	49,229	51,280	53,417	55,643	57,961	60,376		1.0%
Family Visiting Coordinator	42,777	44,559	46,416	48,350	50,365	52,463		1.0%
Team Assistant	44,396	46,246	48,173	50,180	52,271	54,449		1.0%
Receptionist	41,961	43,710	45,531	47,428	49,404	51,463		1.0%
Legal Assistant	45,776	47,683	49,670	51,740	53,895	56,141		1.0%
Family Access Worker	41,961	43,709	45,531	47,428	49,404	51,462		1.0%

UNION SALARY GRID								
Effective Date:	April 1, 2023							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Percentage Increase
Child Protection Worker	64,548	67,238	70,039	72,958	75,997	79,164	82,463	1.0%
Children's Services / Alternative Care Worker	64,548	67,238	70,039	72,958	75,997	79,164	82,463	1.0%
Child and Family Support Worker	51,371	53,511	55,741	58,064	60,483	63,003		1.0%
Youth in Transition Worker	51,371	53,511	55,741	58,064	60,483	63,003		1.0%
Volunteer Coordinator	49,721	51,793	53,951	56,199	58,541	60,980		1.0%
Family Visiting Coordinator	43,205	45,005	46,880	48,833	50,868	52,988		1.0%
Team Assistant	44,840	46,709	48,655	50,682	52,794	54,994		1.0%
Receptionist	42,381	44,147	45,986	47,902	49,898	51,977		1.0%
Legal Assistant	46,234	48,160	50,167	52,257	54,434	56,702		1.0%
Family Access Worker	42,381	44,147	45,986	47,902	49,898	51,977		1.0%

UNION SALARY GRID								
Effective Date:	April 1, 2024							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Percentage Increase
Child Protection Worker	65,194	67,910	70,740	73,687	76,757	79,956	83,287	1.0%
Children's Services / Alternative Care Worker	65,194	67,910	70,740	73,687	76,757	79,956	83,287	1.0%
Child and Family Support Worker	51,885	54,046	56,298	58,644	61,088	63,633		1.0%
Youth in Transition Worker	51,885	54,046	56,298	58,644	61,088	63,633		1.0%
Volunteer Coordinator	50,218	52,311	54,491	56,761	59,126	61,590		1.0%
Family Visiting Coordinator	43,637	45,455	47,349	49,322	51,377	53,518		1.0%
Team Assistant	45,289	47,176	49,141	51,189	53,322	55,543		1.0%
Receptionist	42,805	44,588	46,446	48,381	50,397	52,497		1.0%
Legal Assistant	46,696	48,642	50,668	52,780	54,979	57,269		1.0%
Family Access Worker	42,805	44,588	46,446	48,381	50,397	52,497		1.0%

21.02

- a) Employees shall be placed on the revised salary scale according to their accredited experience. If an employee's placement on the new scale results in a loss of salary, the employee shall be advanced to the next highest rate of pay where there is no loss.
- b) Child Protection Workers shall be paid at 96% of their rate of pay until such time as they can be designated as Child Protection Workers. New employees who have not passed the ACE exam and are not authorized Child Protection Workers shall be paid at 96% of their rate of pay until such time as they become authorized.
- c) Should the Ministry of Community and Social Services revise Funding Framework salary benchmarks prior to the expiry of this Agreement, the Agency agrees to re-open negotiations with the union regarding the wage rates for the affected job classifications.

21.03

- a) The Agency agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply for only newly created positions or the revision of present positions where there has been a significant change in responsibilities.
- b) The rates for such new or revised positions in the bargaining unit shall be consistent with the Pay Equity Plan Maintenance. If, due to time restraints, a negotiated wage rate cannot be reached at the time of implementation of the new or revised position, the Agency shall be free to establish an interim rate for the position, with negotiations to follow as soon as possible. If the negotiated wage rate resulted in an increase in salary, such increase shall be paid retroactive to the date when the position was filled.

21.04

- a) Employees shall be paid by the Agency every second Thursday based on the rates set out in this Section. On each payday, each employee shall be provided with an itemized statement of their salary and deductions.
- b) For new employees, working experience accrued in prior work settings may be considered by the Agency in placing the employee on the salary grid. However, such experience shall not be credited in determining seniority within the Bargaining Unit.
- c) The Agency shall give full credit for identical work experience with other Agencies, and partial credit for similar work experience.

d) Where the Employer has underpaid an employee as a result of Employer error, the Employer shall, as expeditiously as possible provide the employee with a cheque for the difference owing upon verification of the error.

21.05 If an employee is required to perform the duties of a higher classified position, either inside or outside the Bargaining Unit for a period in excess of one (1) working day, the employee shall be paid the rate in the higher classified position which corresponds to the experience and qualifications of the employee, but shall not be lower than the start rate for the higher classification, and in no instance less than 5% greater than the employee's present rate of pay for all time worked in the higher classification.

21.06 Casual employees shall receive a premium of eight percent (8%) in lieu of the benefits described in Articles 16.01, 16.02(a), (d), (e), (f) and (h).

ARTICLE 22 – NO STRIKES, NO LOCKOUTS

22.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, picketing of the Agency's premises, slow-down or stoppage of work, either complete or partial, and the Agency agrees that there will be no lockout.

22.02 The Union further agrees that it will not involve any employee of the Agency, or the Agency itself, in any disputes which may arise between any other Agency and the employees of such other Agency.

22.03 Provided that every precaution has been taken by the Agency to assure that personal safety of the employee concerned, the Agency shall have the right to discharge or otherwise discipline employees who refuse to cross picket lines of other Unions where the welfare of a child is jeopardized by such refusal. A claim of unjust discharge may be the subject of a grievance and shall be dealt with, in accordance with the provisions of Article 14 herein.

ARTICLE 23 – BULLETIN BOARD

23.01 The Agency shall provide a bulletin board that shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the employees.

ARTICLE 24 – GENERAL

24.01 In keeping with the current practice for liability coverage the Agency shall provide comprehensive liability coverage and/or legal counsel, where necessary, to protect an employee against any action initiated against the employee while in the performance of their assigned duties. No employee shall lose any wages or benefits, and shall be granted paid leave(s) of absence(s) for all necessary time required to prepare for and attend such proceedings. Where an employee is named as a defendant in a civil matter, the Employer agrees to provide the employee with periodic reports on the progress of the case.

24.02 The Agency and the Union may each appoint not more than two (2) members and (1) alternate to a Labour Management Cooperation Committee for the purpose of discussing suggestions that may improve the delivery of the service programs of the Agency to the public, workload, or matters of mutual concern between the parties. It is understood that this committee is not for the purposes of hearing or discussing grievances or any matter specifically covered by this Agreement. This committee shall meet on a quarterly basis or upon the request of either party.

24.03 All users must demonstrate reasonable physical security measures and ensure electronic devices are not left unprotected in public areas. Employees are expected to use discretion regarding the use of client information in public areas.

Whenever a company owned electronic device is damaged, lost, or stolen, such incidents must be reported, immediately, to the employee's Manager and the IT Department.

24.04 This Agreement shall not provide any benefit which is less than that provided by any statute.

24.05 Subject to applicable legislation, the parties shall, when necessary, jointly administer return to work accommodation for employees who have been ill or injured to ensure that the interests and responsibilities of all concerned have been addressed. Any considerations for accommodation must be done in writing and in compliance with applicable functional abilities requirements and medical directions. Follow up and amendments to the accommodation will be done in a similar manner.

24.06 Professional Affiliation

There will be no requirement for any bargaining unit member to become a member of a regulating body unless required by directive, regulation or legislation.

Membership and/or non-membership in a regulating body will not be a matter in discipline, promotion or transfer.

Where the Employer makes a report to the regulating body related to an employee, a copy of the report shall be immediately forwarded to the employee and the Union.

Unless required by law, the Employer agrees that it will not file a report with the regulating body on any bargaining unit employee if there is an outstanding grievance involving such employee.

24.07 An employee may request in writing, by providing ten (10) working days notice of their intent to review and make copies of their personnel file in the presence of a designated Human Resources official.

24.08 The disciplinary record of an employee shall not be used against them at any time after eighteen (18) months following the disciplinary action.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 This Agreement shall become effective as of the first (1st) day of April, 2022 and shall remain in full force and effect until the thirty-first (31st) day of March, 2025 and from year-to-year thereafter, unless notice of intention to terminate or amend this Agreement is given by either party, not more than ninety (90) days before the termination of the said Agreement.

25.02 Proposals shall be submitted by either party upon commencement of negotiations, subject to the right of either party to delete, and/or amend any and/or all proposals during the negotiation process.

Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:



Brian Flint (May 18, 2022 12:36 EDT)

Brian Flint



Shelley Wright (May 17, 2022 10:07 EDT)

Shelley Wright



Barry Westman (May 30, 2022 09:37 EDT)

Barry Westman

Signed on Behalf of The Canadian Union of Public Employees and its Local 841.5:



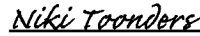
Janice Oldham (May 17, 2022 14:45 EDT)

Janice Oldham



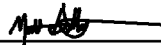
Susan Eddy (May 16, 2022 16:26 EDT)

Susan Eddy



Niki Toonders (May 20, 2022 09:43 EDT)

Nikila Toonders



Matthew Alloway (May 16, 2022 15:10 EDT)

Matthew Alloway

LETTER OF UNDERSTANDING #1

BETWEEN

FAMILY AND CHILDREN'S SERVICES OF ST. THOMAS AND ELGIN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841.5

Re: Coverage for Christmas and New Year's


The status quo for coverage of services between Christmas and New Year will be kept the same as it is now for as long as is feasible, as determined by the Agency.

When the status quo is no longer feasible, the Union will be informed and will be consulted in determining the level of coverage required.


The Agency will be closed over the Christmas and New Year holiday period for five (5) consecutive days, which period shall include all applicable statutory holidays and three (3) staff float days. The Agency will consult with the union as to the period to be closed annually.

Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:


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Brian Flint


Shelley Wright (May 17, 2022 10:07 EDT)

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Susan Eddy


Niki Toonders (May 20, 2022 09:43 EDT)

Nikila Toonders


Matt Alloway (May 16, 2022 15:10 EDT)

Matthew Alloway

LETTER OF UNDERSTANDING #2
BETWEEN
FAMILY AND CHILDREN'S SERVICES OF ST. THOMAS AND ELGIN
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841.5


Re: Float Day

The Employer agrees to provide an additional float day to employees for the duration of this Collective Agreement.

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 April 1, 2019 — March 31, 2022 Collective Agreement except by express agreement of the Parties.


Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:



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Brian Flint



Shelley Wright (May 17, 2022 10:07 EDT)

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Barry Westman (May 30, 2022 09:37 EDT)

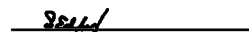
Barry Westman

Signed on Behalf of The Canadian Union of Public Employees and its Local 841.5:




Janice Oldham (May 17, 2022 14:45 EDT)

Janice Oldham



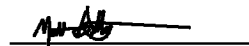
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Niki Toonders (May 20, 2022 09:43 EDT)

Nikila Toonders



Matt Alloway (May 16, 2022 15:10 EDT)

Matthew Alloway

LETTER OF UNDERSTANDING #3

BETWEEN

FAMILY AND CHILDREN'S SERVICES OF ST. THOMAS AND ELGIN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841.5

Re: Bill 124

The wage rates outlined in Article 21.01 reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, An Act to implement moderation measures in respect of compensation in Ontario's public sector. Under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1%/1%/1% over three years.

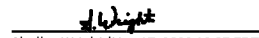
Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, by way of final order of a court following exhaustion of all appeals, the parties agree to reopen the Agreement with respect to rate of pay under Article 21.01 for the remainder of the Agreement.

Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:



Brian Flint (May 18, 2022 12:36 EDT)
Brian Flint




Shelley Wright (May 17, 2022 10:07 EDT)
Shelley Wright



Barry Westman (May 30, 2022 09:37 EDT)
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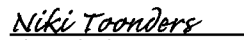
Signed on Behalf of The Canadian Union of Public Employees and its Local 841.5:



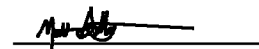
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LETTER OF UNDERSTANDING #4
BETWEEN
FAMILY AND CHILDREN'S SERVICES OF ST. THOMAS AND ELGIN
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841.5

Re: Remote Work

The parties agree that the Labour Management Committee will include "Remote Work" on its agenda within three months of the ratification of this agreement. Remote work issues may thereafter be added to the Labour Management Committee meetings as necessary.

Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:

Brian Flint
Brian Flint (May 18, 2022 12:36 EDT)

Brian Flint

Shelley Wright
Shelley Wright (May 17, 2022 10:07 EDT)

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Barry Westman
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Nikila Toonders

Matthew Alloway
Matt Alloway (May 16, 2022 15:10 EDT)

Matthew Alloway

APPENDIX A – CASPDT CONSENSUS AGREEMENT

Health Spending Account Details

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
 - Naturopaths
 - Physiotherapists
 - Chiropodists
 - Nurses
 - Podiatrists
 - Christian Science Practitioners
 - Occupational Therapists
 - Psychoanalysts
 - Psychologists
 - Dental Hygienists
 - Optometrists

- Social Workers
- Dentists
- Osteopaths
- Speech Therapists
- Dieticians
- Pharmacists
- Theraputists
- Physicians
- 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
 - Cost 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 travelling 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 requested by the Canada Revenue Agency.

APPENDIX B

CASPDT 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, ENERGR 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 interest of clients and staff in the event of mergers, amalgamations or through shared services during the life of this Agreement.

ARTICLE 1 – SCOPE AND PURPOSE

- 1.01 This document is intended to set out general guidelines and principles regarding child welfare 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 effects 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 Agreement, 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 designed 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 the 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 list.
- 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 layoff 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 EMPLOYEMENT

- 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 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 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) The 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.

Signed in the Municipality of Central Elgin in the County of Elgin this, 16th day of May 2022.

Signed on Behalf of Family & Children's Services of St. Thomas and Elgin:



Brian Flint (May 18, 2022 12:36 EDT)

Brian Flint



Shelley Wright (May 17, 2022 10:07 EDT)

Shelley Wright



Barry Westman (May 30, 2022 09:37 EDT)

Barry Westman

Signed on Behalf of The Canadian Union of Public Employees and its Local 841.5:



Janice Oldham (May 17, 2022 14:45 EDT)

Janice Oldham



Susan Eddy (May 16, 2022 16:26 EDT)

Susan Eddy



Niki Toonders (May 20, 2022 09:43 EDT)

Nikila Toonders



Matt Alloway (May 16, 2022 15:10 EDT)

Matthew Alloway