

**Canadian Union of Public Employees Local 5058**

**&**

**Bruce Grey Child and Family Services**

# **Collective Agreement**

**April 1, 2022 – March 31, 2025**



# Table of Contents

<b>Preamble.....</b>	<b>4</b>
<b>Article 1 - Recognition and Definitions.....</b>	<b>5</b>
<b>Article 2 - No Discrimination/Harassment.....</b>	<b>7</b>
<b>Article 3 - Union Membership.....</b>	<b>9</b>
<b>Article 4 – Union Representation.....</b>	<b>10</b>
<b>Article 5 – Reservation of Management Rights.....</b>	<b>13</b>
<b>Article 6 – No Strike or Lock-Outs.....</b>	<b>15</b>
<b>Article 7 – Grievance Procedure.....</b>	<b>16</b>
<b>Article 8 - Arbitration.....</b>	<b>19</b>
<b>Article 9 – Discipline, Suspension, and Discharge.....</b>	<b>21</b>
<b>Article 10 - Seniority.....</b>	<b>22</b>
<b>Article 11 – Organizational Change, Redeployment, Layoff and Recall.....</b>	<b>25</b>
<b>Article 12 – Job Postings.....</b>	<b>31</b>
<b>Article 13 – Hours of Work.....</b>	<b>32</b>
<b>Article 14 - Training and Conferences.....</b>	<b>34</b>
<b>Article 15 – Paid Holidays.....</b>	<b>35</b>
<b>Article 16 – Vacation.....</b>	<b>37</b>
<b>Article 17 – Workload.....</b>	<b>39</b>
<b>Article 18 – Leave of Absence.....</b>	<b>40</b>
<b>Article 19 – Pregnancy, Parental and Adoption Leave.....</b>	<b>48</b>
<b>Article 20 – Sick Leaves.....</b>	<b>51</b>
<b>Article 21 - Long Term Disability.....</b>	<b>53</b>
<b>Article 22 – Salaries.....</b>	<b>54</b>
<b>Article 23 – Health Benefits.....</b>	<b>56</b>
<b>Article 24 - Reimbursables.....</b>	<b>59</b>
<b>Article 25 – Protection of Employees.....</b>	<b>61</b>
<b>Article 26 – Health and Safety.....</b>	<b>63</b>
<b>Article 27 – Contracting Out.....</b>	<b>66</b>
<b>Article 28 - Duration.....</b>	<b>67</b>
<b>Letter of Understanding #1 Paid Holidays/ Float at Christmas.....</b>	<b>70</b>
<b>Letter of Understanding #2 Working Remotely and Work Schedules.....</b>	<b>71</b>
<b>Letter of Understanding #3 Workload.....</b>	<b>72</b>

**Letter of Understanding #4 Paperwork.....78**  
**Letter of Understanding #5 Temporary and Contract Employee’s Entitlements .....79**  
**Letter of Understanding #6 Union Activity on the Employer Premises .....81**

## **Preamble**

Whereas, it is the desire of the Union and the Employer to provide efficient and economical administration and services, both parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote cooperation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions while fulfilling the objectives of the Employer to provide service to the public in accordance with the *Child, Youth and Family Services Act, Ontario (2017)*, as well as any applicable legislation for Bruce Grey Child and Family Services.

## **Article 1 - Recognition and Definitions**

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees save and except Supervisors, persons above the rank of Supervisor, students, Payroll and Benefit Coordinator, Human Resources Coordinator and the Executive Assistants, in all matters pertaining to salaries, dismissals, working conditions and seniority.
- 1.02 The term “employee” or “employees” as used in this Agreement, unless clearly specified as otherwise, shall mean only those employees who are included in the Bargaining Unit as defined in Article 1.01 above.
- 1.03 The term “permanent full-time employee” and “permanent part-time employee” and “job share employee” as used in this Agreement, shall be defined as a Bargaining Unit employee who is not a “temporary” or “contract” employee.
- 1.04 The term “temporary employee” as used in the Agreement, shall be defined as an employee hired to replace an employee who is on vacation, an approved leave of absence, or a compensable or non-compensable sickness or accident.
- 1.05 The term “contract employee”, as used in this Agreement, shall be defined as an employee hired for a specific period or specific task for a period not to exceed six (6) months, or for such further period as may be mutually agreed upon by the parties.
- 1.06 An employee hired as a temporary or contract employee shall be advised at the time of hiring of temporary or contract status, as well as the estimated duration of their employment. The Union shall be advised of all such hiring.
- 1.07 The term “part-time employee” shall refer to an employee who is not a job share employee and who is regularly employed for not more than twenty-eight (28) hours per week.
- 1.08 The term “job-share employee” as it is used in this Agreement shall refer to one of two individuals sharing the responsibilities of one Bargaining Unit position. Job-sharing exists to meet the need of staff and a vacancy in that position does not automatically imply a job-sharing arrangement. Creation of a job-share position will only be done upon mutual agreement, in writing, between the Employer, the employee and the Union.
- 1.09 Recruitment and Retention - Mobility of Employees in the Child Welfare Sector: The parties to this Agreement recognize the value of retaining experienced employees. In order to provide mobility and enhanced service-based rights for employees who may wish to relocate from one Organization 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 Organization 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.

## Article 2 - No Discrimination/Harassment

- 2.01 The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual. The Employer and the Union agree to promote and support an environment that is free of discrimination, harassment, disruptive workplace conflict and disrespectful behaviour (as defined in article 2.02).
- 2.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason (as defined under the *Ontario Human Rights Code, 1990*) except where it relates to a bona fide qualification because of the nature of employment), nor by reason of Union activities.

### Prohibited Grounds:

- Age
  - Ancestry, colour, race
  - Citizenship
  - Ethnic origin
  - Place of origin
  - Creed
  - Disability
  - Family status
  - Marital status (including single status)
  - Gender identity, gender expression
  - Sex (including pregnancy and breastfeeding)
  - Sexual orientation.
- 2.03 The Employer and Union recognize the responsibility and legal obligation under the *Ontario Human Rights Code, 1990*, to accommodate persons with disabilities and re-integrate employees back into the workplace who have suffered a permanent or partial injury or illness.

The Employer and the Union agree that there shall be no form of sexual harassment exercised or practiced with respect to any employee or any applicant seeking to become an employee. Sexual harassment shall be defined as:

- a) unwanted attention of a sexually oriented nature;
- b) implied or expressed promise of reward for complying with a sexually oriented request;
- c) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or,
- d) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

2.04 The Employer and the Union affirm that every employee is entitled to a respectful work environment and an environment free from psychological harassment including bullying. Therefore, the Employer and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that interfere with work relationships and isolates, alienates or demeans any employee.

The Employer and the Union agree that there shall be no psychological harassment in the workplace by any of their respective representatives or members. The Employer will take every reasonable action to eliminate such behaviour and provide redress.

Psychological harassment means any vexatious behaviour that is repetitive in the form of hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that result in a harmful work environment for the employee.

Notwithstanding this, psychological harassment must not be confused with the normal exercise of the Employer's management rights, in particular the Employer's right to assign tasks, and the right to take disciplinary action. Insofar as the Employer does not exercise these rights in a manner that is inconsistent with the Discipline Policy, these actions do not constitute psychological harassment.

2.05 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union



## **Article 3 - Union Membership**

### **3.01 Union Security**

As a condition of employment, all Bargaining Unit employees identified in Article 1.01, shall become and remain members in good standing of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments as determined by the Union.

### **3.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages, said deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Union.

The Union shall indemnify and save the Employer harmless from any and all claims for amount deducted from pay and remitted to the Union under the terms of this Article.

## **Article 4 – Union Representation**

4.01 The Union may select from among the employees of the Employer eight (8) Stewards, two (2) alternate stewards, plus the Chief Steward. The Union agrees to exercise reasonable and efficient geographic Steward assignment across locations.

4.02 An employee shall not be eligible to serve as a Steward or to represent employees in the processing of a grievance arising under this Agreement unless such employee has completed their probationary period.

4.03 The Union shall keep the Employer notified in writing of the name of its Stewards and the alternates, the name or names of authorized representatives, other representatives and the respective effective dates of their appointment. The Employer shall recognize the Steward or alternate once such notification has been received from the Union.

4.04 a) The Union acknowledges that the Steward or their alternates has their regular duties to perform on behalf of the Employer and that such employee shall not leave their regular duties without first receiving permission from their Supervisor or the Supervisor's designate, but such permission shall not be unreasonably withheld.

b) Except as otherwise provided in this Agreement, the Stewards shall conduct their activities outside regular working hours. It is understood that employees having grievances may discuss said grievances with a Steward during regular working hours.

c) The Steward or their alternate shall advise their Supervisor or designate upon their return to duty.

All time spent by the Union representatives meeting with the Employer shall be paid for by the Employer at the employee's regular straight time rate of pay.

d) **Representatives of the Union**

An Employee shall have the right for union representation at the following meetings:

- Return to Work
- Accommodation
- Grievance
- Investigation of Employee

- Discipline and other meetings as agreed to by the Union and the Employer

It is understood that the Employer acknowledges that under the *Ontario Labour Relations Act, 1995*, the Union has a duty to represent.

- e) Union representatives shall not attend regular supervision meetings unless mutually agreed between the Union and the Employer.
- f) If a member is required to attend a disciplinary or Human Resources investigation meeting with the Employer, the member will be informed beforehand of the nature of the meeting and will be advised that he has the right to require the presence of a Union Steward at such meeting.

4.05 The Union may request the use of the Employer's facilities to hold its meetings. Such meetings shall not be considered work time and permission for the use of the facilities will be granted in advance. Such permission will not be unreasonably denied.

4.06 The Employer agrees to recognize a Negotiating Committee consisting of up to four (4) employees who have completed their probationary period. The function of this committee shall be to negotiate renewal of this Agreement as provided in Article 28. The Employer agrees that the members of this committee shall suffer no loss of earning for time spent during the regular scheduled working hours while attending meetings with the Employer up to but not including mediation and/or conciliation.

The Union shall notify the Employer in writing of the names of the Negotiating Committee members. The Employer shall not recognize any committee member until notification from the Union has been received.

The Employer shall notify the Union in writing of its Negotiating Team members. The Union shall not recognize any Negotiating Team member until notification from the Employer has been received.

Union Negotiating Committee members shall not suffer loss of regular pay at straight time earnings up to a maximum of seven (7) hours per day per person for time spent during direct negotiations up to, but not including conciliation or mediation.

4.07 The Employer will provide an unpaid union leave of absence with salary continuance for the Union members, provided 60% coverage remains on each

team or the Employer deems adequate coverage for service delivery. The Union shall provide the Employer with a minimum two (2) weeks' notice. The Employer will pay the employee's regular earnings and shall invoice the CUPE Local for all compensation including wages and benefits.

#### 4.08 LABOUR MANAGEMENT

The parties agree to form a Labour Management Committee which shall have equal representation of four (4) members from each party. The parties may agree to extend the membership to have equal representation from each party.

The Committee shall meet monthly, except during July and August, providing that the Committee may meet more or less frequently where matters warrant and both parties agree.

Meetings shall be scheduled in length to allow sufficient time for the conducting of business. All time spent by Union representatives at the Labour Management meeting shall be paid for by the Employer at the employee's regular straight time rate of pay.

The Committee shall not deal with matters under grievance nor with matters under negotiation between the parties.

The positions of Chairperson shall alternate between the parties, and minutes of each committee meeting shall be provided to the members of the Committee.

The Employer will provide administrative support to the Committee including receiving agenda items, generating the agenda, preparing and maintaining minutes.

The agenda for each meeting shall be set in advance and may be finalized before the start of each meeting where that is agreeable to the parties at the time.

## **Article 5 – Reservation of Management Rights**

5.01 The Union recognizes and acknowledges that the management of the operations and direction of the work force are fixed exclusively by the Employer and without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline, efficiency and in connection therewith to make, alter and enforce from time to time:
  - rules and regulations, policies and practices to be observed by its employees;
  - discharge employees for just cause provided that a claim by a Bargaining Unit employee who has acquired seniority, that they have been unjustly discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
- b) select, hire, direct, transfer, assign to shifts, promote, demote, classify, lay off, recall employees and select employees for positions excluded from the Bargaining Unit;
- c) operate and manage BGCFS in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right:
  - to determine the number and location of the Employer's establishments and their expansion or curtailment,
  - the direction of the work force,
  - the schedules of operations,
  - the number of shifts,
  - the services to be rendered, the methods, processes and work procedures,
  - the types and locations of equipment and machinery to be used, the selection and use of materials required by the Employer, determine the job content,
  - the establishment of work or job assignments, change, combine or abolish the job classifications,
  - the qualifications of an employee to perform any particular job;
  - decide the number and type of hours to be worked;
  - the starting and quitting times, when overtime shall be worked;
  - determine financial policies, including general accounting procedures; and,
  - customer relations.

5.02 The Employer may discipline or discharge a probationary employee in its sole discretion for any reason satisfactory to the Employer at any time during the probationary period. The discharge of a temporary, contract or probationary employee shall not be the subject matter of a grievance or arbitration pursuant to

this Agreement, excluding those which violate human rights including discrimination. Those temporary and/or contract employees who pay Union dues shall have the right to grieve all matters relating to the contract with the exception of termination of employment.

- 5.03 The foregoing enumeration of Management's Rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically and expressly covered in this Agreement.
- 5.04 The Employer agrees that it will exercise its authority in a fair manner and it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.
- 5.05 Failure by the Employer to exercise any of its Management Rights at any time shall not be considered to be an abandonment of such rights.

## **Article 6 – No Strike or Lock-Outs**

In view of the orderly procedures established by this Agreement and the provisions of the *Ontario Labour Relations Act, 1995*, as amended from time to time, the Union agrees that there will be no strike, slowdown, work stoppage (either complete or partial) or other interruptions or interference with the operations during the term of this Agreement. The Union further agrees that if any such strike takes place, it will repudiate it forthwith and require its members to return to work.

## **Article 7 – Grievance Procedure**

7.01 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances. It is the mutual desire of the parties hereto, that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.

### **VERBAL COMPLAINT:**

It is understood that any member with a complaint shall, where appropriate, speak with their immediate supervisor or designate, as an opportunity to address the complaint prior to filing a grievance.

### **WRITTEN GRIEVANCE:**

A grievance shall be defined as a complaint in writing regarding the interpretation, application or alleged violation of the terms of this Agreement, or in the case of a Bargaining Unit employee who has acquired seniority under this Agreement, a complaint that the Bargaining Unit employee has been discharged without just cause, provided such complaint is presented within ten (10) working days after the alleged circumstances giving rise to the complaint has occurred.

Saturdays, Sundays, holidays or other days on which the Employer's offices are closed for regular business, shall not be counted in determining the time within which any action is or may be taken or completed under the grievance and arbitration procedures.

The grievance shall be processed in the following manner and sequence:

### **STEP 1**

The employee shall, with the assistance of a Steward or alternate Steward, if the employee so desires, submit a signed, dated, written statement of such grievance (on a form supplied by the Union) to their immediate supervisor or designate. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance.

A meeting will be scheduled within 10 days of receiving the written grievance. The grievor and Steward will meet with the Supervisor and HR Supervisor. The immediate Supervisor or designate shall deliver their decision in writing within ten (10) working days following the day on which the grievance was presented to the immediate supervisor or designate. Failing settlement, then;

### **STEP 2**

Within ten (10) working days following the decision under Step 1, the employee may, with the assistance of the Steward or alternate Steward if so desired, present the written grievance to the Department Director or designate. It is agreed that



should the Department Director's designate be the Supervisor that was first given the complaint, the complaint shall then be given to another individual who will act in the capacity of the Department Director's designate. The Department Director or designate shall arrange a meeting with the Steward and the grievor to discuss the grievance within ten (10) working days following the day on which the grievance was presented to the Department Director or designate to discuss the grievance. It is understood that a staff representative of the Union and representatives from management may also be present at the meeting, at the request of either party. The Department Director or designate decision shall be given in writing within ten (10) working days from the date of the meeting.

### STEP 3

Within ten (10) working days following the decision under Step 2, the employee may, with the assistance of the Steward or the alternate Steward if so desired, present the written grievance to the Executive Director. The Executive Director shall arrange a meeting with the Steward and the grievor to discuss the grievance within ten (10) working days following the day on which the grievance was presented to the Executive Director to discuss the grievance. It is understood that a staff representative of the Union and representatives from Management may also be present at the meeting, at the request of either party. The Executive Director shall give the decision in writing within ten (10) working days from the date of the meeting.

### STEP 4

If final settlement of the grievance is not reached at Step 3, then the grievance may be referred in writing by either party to arbitration as provided in Article 8 - Arbitration, at any time within twenty (20) working days after the final decision is given in Step 3 or:

- a) use the services of an agreed upon mediator. The parties agree to share the costs of the agreed upon mediator.

And/or

- b) Failing a satisfactory settlement being reached in Step 3 or mediation, the parties may refer the dispute to arbitration.

- 7.02 The Union may file a "Policy Grievance" at Step 3 of the Grievance Procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure.

A Policy Grievance is defined as one which alleges a misinterpretation, or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days after the complaint first occurred or originated. The grievance must be signed by the President or designate.

7.03 The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance procedure. The grievance shall be filed in writing with the Union by the Executive Director or designate within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within ten (10) working days of filing the grievance. The grievance shall be answered in writing by the Union within ten (10) working days from the date of such meeting.

7.04 An employee, claiming they have been discharged or suspended from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the Grievance Procedure providing such grievance is lodged with the Executive Director or designate within thirty (30) days of the discharge or suspension.

The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a temporary or contract Employee or a probationary Employee as defined in Article 1, and Article 10 - Seniority.

7.05 Any complaint or grievance, which is not commenced or processed through the next stage of the Grievance Procedure within the time specified, shall be deemed to have been abandoned. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer, the Employee and the Union.

If final settlement of the grievance is not reached at Step 3, then the grievance may be referred in writing by either party to arbitration as provided in Article 8- Arbitration, at any time within twenty (20) working days after the final decision is given in Step 3.

## **Article 8 - Arbitration**

- 8.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 7 - Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 7 and which has not been settled or abandoned, may be referred to a single Arbitration, at the written request of either of the parties hereto.
- 8.02 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of three (3) Arbitrators. If the other party does not agree to at least one of the Arbitrators proposed, the recipient of the notice shall, within ten (10) working days, submit a further list of three (3) Arbitrators. The parties may continue to propose Arbitrators until agreement is reached.
- 8.03 Should the parties fail to agree on an Arbitrator, either party may request the Ministry of Labour of the Province of Ontario nominate a person to act as a single Arbitrator in accordance with the provisions of the *Ontario Labour Relations Act, 1995*.
- 8.04 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 8.05 The decision of the Arbitrator, including any decision as to whether the matter is arbitral, shall be final and binding upon the parties and upon any employee affected by it.
- 8.06 The Arbitrator shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator shall not have jurisdiction to adjudicate any matter not covered by this Agreement or specifically assigned to it by the written grievance as specified in Article 7.
- 8.07 Each of the parties hereto will equally share the fee and expenses of the Arbitrator.
- 8.08 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

8.09 Where both parties agree, a Board of Arbitration with the same limitations and powers as a single Arbitrator may be substituted for a single Arbitrator. In such case, the parties shall each appoint a nominee and those nominees will appoint a 3<sup>rd</sup> Arbitrator to act as a Chairperson. In the event the nominees are unable to appoint a Chairperson, the parties will nominate and agree to a 3<sup>rd</sup> Arbitrator to act as a Chairperson. If the parties agree to the use of a Board of Arbitration then the parties shall share the cost of such equally.

## **Article 9 – Discipline, Suspension, and Discharge**

9.01 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

Discipline letters shall be issued to employees in the presence of a Union Steward

9.02 The performance record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there is no recurrence of disciplinary action within the twenty-four (24) month period, actively working.

9.03 When an employee is discharged or suspended, the employee and the Union shall be advised in writing promptly as to the reasons for such discharge or suspension.

9.04 An employee shall have the right to review their employee file in the presence of the Employer.

9.05 If the Employer is investigating allegations made against an employee, the employee shall be advised of the nature of the allegations at the start of the meeting with the employee. If the employee is suspended during the investigation the employee will be suspended with pay until such time that the investigation is concluded.

The Employer agrees to keep the Union updated as to what stage of the investigation has been reached and to inform the Union of the expected timelines.

The Employer shall make reasonable efforts to conclude the investigation in a timely manner.

## Article 10 - Seniority

10.01 Seniority for a permanent part-time or permanent full-time employee is based on the length of continuous service since the last date of hire by the Employer minus time whereby seniority was not earned as per the Collective Agreement.

Seniority for a permanent part-time employee shall be calculated based on eighteen hundred and twenty (1820) hours per year pro-rated for hours paid.

In the event two or more employees are hired on the same date; or have the same seniority date; Seniority will be determined first by the seniority date and then alphabetically by the Employee's Last Name and then First Name.

- 10.02 a) The Employer, Employee and the Union recognize that, subject to the provisions of the *Employment Standards Act, 2000* the purpose of probation is for the Employer to ascertain that the employee in question is in fact capable of performing the duties for which the employee was hired. During the probation period, an employee will receive in writing notification about their performance. Accordingly, it is expressly understood by all parties that an employee on probation may be discharged at any time at the sole discretion of the Employer with the exception the Employer has acted arbitrarily, discriminatorily or in bad faith as set out in the *Ontario Labour Relations Act, 1995*.
- b) Direct service staff who are permanent full time or permanent part time employees shall be considered on probation until they have worked a total of thirteen hundred and seventy five (1375) hours. During the probation period, they shall have no seniority rights.
- c) A permanent full-time employee or a permanent part-time employee on support staff shall be on probation and shall not acquire seniority until he has worked for the Employer for a period of nine hundred and ten (910) hours or for a further period of nine hundred hours if mutually agreed upon by the parties.
- d) The probationary period may be extended or waived by mutual agreement between the Employer and the Union.
- e) On successful completion of the probationary period, a full-time employee or a part-time employee shall be deemed to be a permanent employee. At that time, their name shall be placed on the Seniority List and their seniority shall be calculated as commencing from their last date of hire by the Employer.
- 10.03 a) Temporary and contract employees shall not acquire seniority under the terms of this Agreement except as set out in Article 10.03 (b).

- b) In the event a temporary or contract employee is hired and moves directly from this temporary or contract position to a permanent full-time or permanent part-time position and successfully completes the probationary period, all continuous service since the last date of hire shall be credited on a pro rated basis towards the calculation of seniority.

10.04 An employee's seniority shall be forfeited and employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- a) Employee voluntarily resigns or quits. An employee shall be deemed terminated when:
  - i. The employee gives written notice and does not withdraw their decision in writing within five (5) working days.
  - ii. The employee is absent for more than three (3) days without having applied for and obtained a leave of absence for a definite period from their immediate supervisor, or designate, or in case of provable accident or sickness, unless the immediate supervisor or designate is properly notified of such condition by the employee or the employee's agent within the third day of such absence.
  - iii. The employee fails to report for work at the expiration of a leave of absence without reasonable justification satisfactory to the Employer.
  - iv. The employee used a leave of absence for a purpose other than that for which it was granted; and the Employer can demonstrate that the employee had intentionally misled the Employer. It is agreed and understood that should the reasons an employee was granted a leave of absence in the first place change significantly, it is the responsibility of the employee to notify the Employer of such change.
- b) The employee retires or is retired; or
- c) The employee is discharged and not reinstated through the Grievance Procedure or arbitration; or
- d) The employee fails to respond to a recall to work in accordance with paragraph 11.04(d); or
- e) Subject to the provision of the *Ontario Human Rights Code, 1990* the employee is on disability for twenty four (24) months. In this case, the Employer will continue all existing benefits, if the employee pays, for a further period of twenty four (24) months, provided such coverage is available under applicable plans.

#### 10.05 Transfers and Seniority Outside the Bargaining Unit:

When an employee applies for a position or requests a transfer out of the bargaining unit:

- a) **An Employee temporarily promoted or seconded to a supervisory position:** In the event an employee is temporarily promoted or seconded to a supervisory position or is completing a probationary period as a supervisor outside of the Bargaining Unit and is transferred back to the Bargaining Unit prior to having worked eighteen hundred and twenty (1820) hours the employee shall retain only the seniority acquired prior to the employee's promotion or secondment. It is understood that if temporarily promoted or seconded to a supervisory position they will not continue to pay union dues.
  
- b) **Effective upon ratification - An Employee who is temporarily seconded to a non-supervisory or non-management position:** In the event an employee is temporarily seconded to a non-supervisory or non-management position outside of the bargaining unit, the Employee will continue to accrue all seniority. It is understood that the seconded employee will continue to pay union dues.



## **Article 11 – Organizational Change, Redeployment, Layoff and Recall**

### **11.01 Qualifications**

- a) Should job qualifications be changed by the Employer, 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, the Employer shall work with the Ministry of Child and Youth Services and the Union to develop a plan to mitigate any negative impact for staff.

### **11.02 Organizational Change**

- a) The Employer shall give the Union a minimum of two (2) month's notice in the event the Employer has determined a reduction in Bargaining Unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative, including technology change 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.

### **11.03 Redeployment Process**

In the event an employee or employees need to be redeployed from one location to another or from one function to another the redeployment principles will be applied:

- a) Posting process as set out in Article 12 must be completed and then move to redeployment process.
- b) The Employer will determine the number of positions and employees to be redeployed.
- c) Employees affected by the decision will be informed in writing.
- d) The Employer will ask for volunteer(s) from the affected group of employees to be redeployed only.

- e) Each employee impacted will complete an election form indicating options available for volunteering for redeployment.
- f) If more volunteers than positions, the decision is based on the most senior employee(s) first.
- g) If fewer volunteers than positions, the decision is based on the least senior employee(s) first.
- h) Should the Employer declare that a vacancy exists in a unit from which an employee has been redeployed, the employee shall have the first opportunity to have the option to return to this position, provided this occurs within a twenty- four (24) month period following the date of their redeployment, if there is more than one person redeployed from the position, it shall be filled by seniority.
- i) The employer will attempt to provide 60 days notice if an employee is required to report to a new location. If 60 days is not possible the Employee will be entitled to claim travel expenses for the 60 day period.

#### 11.04 Layoff

- a) A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of one (1) or more permanent full-time, permanent part-time, or contract employees as defined in this Agreement. An exception will occur in the event that all hours of work in a classification are reduced equally, with no decrease in the amount of salary.
- b) When layoffs are necessary, temporary employees, then contract employees, in the affected classification, shall be laid off prior to permanent part-time and permanent full-time employees.
- c) The Employer shall provide to employees who are the subject of a layoff, prior to the effective date of layoff, notice equal to that of two (2) weeks for each year of service the employee has been in the employ of the Employer, to a maximum of sixteen (16) weeks notice. It is agreed the minimum notice given to a permanent full time or permanent part time employee will be thirty (30) working days. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available.
- d) In determining which employees are to be laid off per classification and recalled from layoff, the Employer shall layoff in the reverse order of seniority and recall from layoff in the order of seniority.

- e) A permanent full time or permanent part time employee who is subject to permanent layoff shall have the following entitlements: Bargaining Unit
- i. In the event of a layoff, the employee(s) may, at their discretion, retain eligible group health benefits for six (6) months after the actual date of layoff. It is understood that the premiums for these benefits during any period of layoff, will be cost shared on a 50/50 percent basis between the employee and Employer. Employees may retain eligibility for group benefits, at their discretion for an additional six (6) months, by incurring 100% of costs associated with these benefits.
  - ii. Be placed on a recall list for twenty four (24) months from the date the actual layoff begins; or,
  - iii. 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) week's pay inclusive of obligations under the Employment Standards Act, 2000.
  - iv. In the event of a permanent layoff, employee(s) shall be entitled to ten (10) working days off with pay prior to the layoff date to engage in a job search, or to make arrangements that have become necessary as a result of the layoff. In making a request for this time, the employee(s) shall give reasonable notice to all individuals impacted by their request.
  - v. Should additional time away from the workplace be required, no reasonable request shall be denied.
  - vi. Recognizing the emotional and financial impact a permanent layoff has on permanent employees and their families, it is agreed that permanent employees upon permanent layoff will be eligible for reimbursement of the following expenses up to a maximum of twenty-five hundred dollars (\$2,500) after exhausting all other supports available to the individual:
    - Financial counselling/planning expenses
    - Personal/family counseling costs
    - Career/Vocational counseling expenses
    - Immediate relocation of home and personal belongings.

The Employer will reimburse receipts for these direct services from the notice date of layoff up to six (6) months from the date of termination.

The choice or combination of supports will be determined by the laid off employee's personal needs.

In accordance with this clause, reimbursement of costs to all permanent employees shall be to a maximum of twenty five hundred dollars (\$2,500) following submission of receipts.

- f) In the event the employer is required to reduce positions or number of employees, the employer will issue the lay-off notice to the affected employee(s).
- i. Notice Period: The employer is required to provide a notice in accordance with the Collective Agreement. During the notice period, the affected employees have the following rights, if qualified:
    - Bump an employee with lower seniority within the same classification
    - Bump an employee with lower seniority within a higher classification
    - Bump an employee with lower seniority within a lower classification;
    - Apply for any vacancy posted within other classifications.
  - ii. If the employee bumps or posts into a position with a lower rate of pay the employer will:
    - Pay the employee at the higher/ current rate of pay for the eligible notice period plus;
    - Pay a lump sum equaling the difference between the higher/current rate of pay and the new salary for a period of 2 weeks for each year of service to a maximum of 26 weeks inclusive of obligations under the ESA.
    - Commence with a new rate of pay at the start date of the new position.
  - iii. If the employee bumps or posts into a position with a higher rate of pay the employer will:
    - Commence the higher rate of pay at the start date of the new position.
    - Honour any other provisions set out in Article 11.04 e).
  - iv. During a period of Layoff the affected employees have the following rights:
    - Accept a permanent layoff, waive the right to recall, resign and receive termination and severance pay of two weeks for each year of service to a maximum of 26 weeks and any other eligible benefits as set out in Article 11.04e).
    - Be recalled based on seniority for any position within the same classification laid off from;

- Apply for any vacancy posted within other classifications where qualified.

Within the two year recall period, It is understood that the employee who has exercised their rights to bump, must accept recall to the position that they were originally laid off from.

- v. If the employee applies and is the successful candidate in a competition for a position with a lower rate of pay the employer will:
  - Pay a lump sum equaling the difference between the higher/current rate of pay and the new salary for a period of 2 weeks for each year of service to a maximum of 26 weeks inclusive of obligations under the ESA.
  - Commence with a new rate of pay at the start date of the new position.
- vi. If the employee applies for and is the successful candidate in a competition for a position with a higher rate of pay the employer will:
  - Commence the higher rate of pay at the start date of the new position.

- 11.05 a) No new employee shall be hired into a classification in which a layoff has occurred until the employee(s) having been subject to layoff, are given the opportunity to return to work. In the event a new job position is created during a period of layoff, the employee(s) on layoff will be given first consideration towards the newly created position, in accordance with 11.04 d).
- b) It shall be the employee's responsibility to keep the Employer informed of the Employee's address, telephone number and email.
- c) When recalling an employee after layoff, the employee shall be notified by personal registered mail sent to the last address of the employee known to the Employer. The Employee shall then be allowed fifteen (15) working days, upon receipt of notification, to report for work. Should the employee wish for the Employer to hold the position open for the full fifteen (15) working days, the employee must advise the Employer within five (5) working days of the receipt of notification to return to work.
- 11.06 a) In the event the Union and any employee(s) receive notification of layoffs, proposed layoffs, or elimination of position(s), a Redeployment Committee, herein referred to as the Committee, will be established within ten (10) working days of notice of layoff, proposed layoff, or elimination of any position.

- b) The mandate of the Committee shall be to:
  - i. Identify and propose alternatives to layoff(s), or elimination of position(s).
  - ii. Identify work that could otherwise be Bargaining Unit work, but is being contracted outside the Bargaining Unit, by the Employer.
  - iii. Identify vacant positions, or positions which will become vacant within the next twelve (12) months.
  - iv. Identify retraining needs of workers being subject to layoff, and to facilitate such training.
- c) The Committee shall be comprised of equal numbers of representatives from the Union and the Employer.
- d) The Union and the Employer will each appoint a Co-Chair to the Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda for Committee meetings, preparing minutes, and writing such correspondence as the Committee may direct.
- e) Meeting times shall be considered as normal hours of work completed.

The Employer shall provide the Committee with all pertinent staffing, work organization, and financial information.

## Article 12 – Job Postings

12.01 When a vacancy occurs which comes within the scope of this Agreement, and is one which the Employer wishes to fill, notice of such vacancy shall be posted electronically on the Intranet for a period of ten (10) calendar days and notification shall occur through BGCFS email to all staff. Employees who have successfully completed probation shall have the opportunity to apply for any such vacancies. The notice shall include the nature of the position, the knowledge and qualifications required for the position, ability and skills required, “home” office location as well as the salary rate. In order to be eligible for the posted vacancy, an employee must apply, in writing, within the ten (10) calendar day period. The Employer and the Union may waive the ten (10) day posting period upon agreement.

12.02 If there is no internal applicant with the skill and abilities to do the job for which they have applied, the Employer will consider outside applicants. Whenever possible, unsuccessful applicants shall be advised of the disposition of their application prior to the announcement of the successful applicant.

Should the Union and Employer mutually agree that the Employer’s operations may be compromised due to a delay in filling this vacancy, the parties may agree to simultaneous internal and external postings.

12.03 In selecting internal candidates to fill such posted vacancies, the Employer shall consider:

- i. Skill, qualifications, and experience; and,
- ii. Seniority

When the factors in (i) are considered to be relatively equal, then factor (ii) shall be the determining factor.

- iii. Should another vacancy for the same job occur within (6) months of the closing date or the previous competition of which the employee was not the successful applicant, but wishes to re-apply, they may choose to rely on the results from the previous competition. It is understood that the employee must notify the Employer in writing at the time of applying for such position if they wish to rely upon the results of their previous competition. The Employer agrees to notify the employee if the interview questions have changed since the last competition.

## **Article 13 – Hours of Work**

13.01 a) The following paragraphs are intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee to provide work for the normal hours in a day or in a week, or over any period whatsoever.

b) All office locations will be open from 8:30 a.m. to 4:30 p.m.

c) (i) Permanent full-time staff at all locations will work flexible time totaling thirty five (35) hours per week between Monday and Friday inclusive. Permanent part-time staff will work flexible time normally totaling not more than twenty eight (28) hours per week between Monday and Friday. Each employee may choose to make an annual election in December for the following calendar year to work flexible hours totaling seventy (70) hours over a two (2) week period. If an employee changes jobs, is the successful candidate in a job posting, or fills in for a leave of absence, the flexible working hours shall be thirty-five (35) hours per week unless mutually agreed between the employee and the employee's supervisor to work up to seventy (70) hours over a two (2) week period. This article does not apply to after hours duty, temporary staff or contract staff.

(ii) Employees may be required to perform specific tasks on a Saturday, Sunday or paid holiday or in addition to their regular scheduled hours:

- All hours of work on Saturday, Sunday or a paid holiday must be authorized in advance by a supervisor.
- All hours of work performed on a Saturday will be compensated at a rate of one and one half (1.5) times the regular rate of pay.
- All hours of work performed on a Sunday or paid holiday will be compensated at a rate of two (2) times the regular rate of pay.
- For employees that elect to work a flexible schedule over a one week period; all authorized hours worked over thirty five (35) hours in one week will be compensated at a rate of one and one half (1.5) times the regular rate of pay.
- For all employees that elect to work a flexible schedule over a two (2) week period; all authorized hours worked over seventy (70) hours in a two week period will be compensated at a rate of one and one half (1.5) times the regular rate of pay.

Upon mutual agreement between an employee and the Employer, an employee may opt to substitute regular work hours during the week to complete a specific task on a Saturday, Sunday or paid holiday.



- (iii) The Supervisor, in consultation with the worker, will develop the work schedule as appropriate.
- (d) It is hereby expressly understood that the provisions of this section shall not be, nor be construed to be, a guarantee of employment with the Employer.
- (e) Should it be deemed advisable by the Employer to reduce the number of hours in the standard work week specified above, and payment therefore, for the total number of employees under Schedule "A", the Employer will notify and discuss the change with the Union one (1) month before putting the reduction into effect. Any reduction in the standard hours of work of one (1) or more employees shall be implemented in accordance with the provisions in Article 11.04 herein.
- (f) Employees shall be granted a rest period of ten (10) minutes duration, once in the morning and once in the afternoon of each working day.

13.02 All authorized overtime will be paid out on each pay.

13.03 When the assigned employee is unavailable, or an insufficient number of employees are available for required overtime, the overtime shall be offered by seniority and assigned by reverse seniority within the job classification.

13.04 Authorized Child Protection Workers (ACPW) are required to provide on call after hours services. The on-call rate is \$10.00 dollars per hour. If the Employee is required to actively work for more than 15 minutes at home or leave their home to perform services, the Authorized Child Protection Worker will be paid at the regular rate of pay (Class 5-Schedule A) for the hours worked including any follow up documentation resulting from the work outside their home. The on-call rate will not be paid during any regular hours of work. ACPW will have the opportunity to sign up for After Hours on call shifts. Any shift not covered, the Employer will assign the shifts to the ACPW beginning with the most recently hired, qualified ACPW and then working up the date of hire list.

- a) On Call rate is \$10 (select time type "After Hours Duty" on the timecard)
- b) On Call rate on a paid holiday or float day will be paid at 2 times the On Call rate. (select time type "After Hours Duty Stat" on the timecard)
- c) All regular hours of work performed during a duty shift will be recorded as a separate entry on the timecard by selecting the appropriate time type ("Regular" or "Hours worked on Saturday" or "Hours Worked on Sunday") **AND** select TASK TYPE "Hours worked on Duty"

- d) In the Event of an office closure, the scheduled ACPW and After Hours Supervisor shall be deemed to be on duty effective from the time the office is closed until such time as it re-opens.

## **Article 14 - Training and Conferences**

- 14.01
- a) Employee training and conferences should be seen as an opportunity for professional development and growth.
  - b) When an employee's participation is voluntary, and at the employee's discretion, upon approval by the employee's supervisor or designate, overtime for travel or participation at such voluntary training or conferences shall not be compensated beyond the normal work day of seven (7) hours.
  - c) Time spent travelling to, from and attending mandatory training shall be calculated on an hourly basis for all time spent in attendance and travelling.
  - d) All mandatory training expenses shall be paid by the Employer within the expenditure guidelines for meals and mileage.

## **Article 15 – Paid Holidays**

15.01 (a) Subject to the paragraphs of this Article, the following holidays shall be observed as Paid Holidays and no work shall be scheduled for these days:

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Boxing Day
Christmas Day	National Day for Truth and Reconciliation
Remembrance Day	

The Employer and Union agree that three (3) additional paid days shall be reserved for the Christmas office closure between Christmas and New Year's Day.

(b) In the event that the Federal or Provincial Government proclaims any of the above paid holidays as a Statutory Holiday, that holiday shall be observed on the date proclaimed by the Federal or Provincial Government and the holiday will be deleted and replaced by the day so proclaimed. In addition to the present paid holidays any other day that is proclaimed by the Federal or Provincial Government shall be granted.

15.02 Should one or more holidays, as set out in Article 15.01, occur during an employee's vacation period, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a time mutually agreed between the Employer and employee.

15.03 Where any of the above holidays fall on a Saturday or Sunday, another day shall be designated by the Employer as a holiday in lieu. The Employer shall notify the Union.

15.04 In order to be eligible for holiday pay, an employee must work his full scheduled work day immediately preceding and his full scheduled work day immediately following such holiday.

15.05 No employee who is off work sick due to accident or illness not covered by sick leave as per Article 18, suspension, unpaid leave of absence, Workers' Compensation, or lay-off shall be entitled to pay for any paid holiday occurring within the period of said illness or accident, suspension, leave of absence, Worker's Compensation or lay-off.

15.06 Employees who are eligible for paid holidays and who wish to observe cultural or religious holidays/events will be approved for leave. The eligible employee may choose to have a paid holiday/event, substituted to be used to observe up to three (3) cultural or religious holidays/events. If a statutory holiday is substituted, the

day so substituted becomes the statutory holiday under the *Employment Standards Act*. In addition, the employee may also choose to use unused vacation to observe religious holidays. Such request shall be made in writing to the employee's Supervisor for the purpose of payroll and scheduling, four (4) weeks prior to the date of the cultural or religious observance.

## Article 16 – Vacation

16.01 For the purpose of calculating annual vacation entitlement, all full time and permanent part time employees will begin to earn vacation immediately commencing the first full month of employment. Unauthorized Trainee Child Protection Workers will not have vacation approved until the successful completion of Pathways to Authorization. All other permanent employees may request vacation after it is earned.

16.02 All permanent full time and permanent part time employees are entitled to the below vacation with earned hours pro-rated as their hours relate to full-time hours.

<b>Service</b>	<b>Vacation Entitlement</b>	<b>Vacation Pay</b>
From date of hire (prorated)	20 days 11.67 hours/month	8%
At five years of continuous service	25 days 14.58 hours/month	10%
At ten years of continuous service	30 days 17.5 hours/month	12%

An employee will be entitled to one (1) extra week's salary or vacation time, during each of the employee's 15th, 20th, 25th, and 30th anniversary year with Bruce Grey Child & Family Services.

Vacation entitlement is the time-off employees are allowed. Vacation entitlement is not affected by time-off from work.

Vacation shall not accrue to more than the employee's annual allotment plus one week; at which time the Employer shall schedule the vacation time off for the employee to reduce their vacation bank.

The Employer will consider exceptional circumstances for employees to request accruing additional weeks of vacation. Supervisors will require Director consultation prior to final approval.

16.03 If the employee has taken the vacation entitlement and terminates employment prior to the completion of the required year of service to the anniversary date of employment, any vacation pay advanced will be adjusted and returned to the Employer.

16.04 The parties identify the following times as peak periods for vacations and vacation applications will be processed by team based on the greatest seniority within the group and ensuring adequate coverage for service delivery. Vacation requests will not be unreasonably denied.

<b>Peak Period</b>	<b>Application Deadline</b>	<b>Approval and schedule posted</b>
Jun 15- Sept 15	January 15	February 1
Dec 18 – Jan 14 and March Break	Oct 15	Nov 1

All other times, vacation applications will be approved by the immediate supervisor on a first come first serve basis ensuring adequate coverage for service delivery.

- 16.05 In the event an employee is ill for more than three (3) consecutive days during a scheduled vacation period, and on providing the Employer with a medical certificate, the scheduled vacation days will be considered sick days upon request of the employee. These sick days may be rescheduled as vacation days as approved by the supervisor. Such days shall not be unreasonably denied or withheld.
- 16.06 In the event an employee is ill for more than three (3) consecutive days during a scheduled vacation period, and on providing the Employer with a medical certificate, the scheduled vacation days will be considered sick days upon request of the employee. These sick days may be rescheduled as vacation days as approved by the supervisor. Such days shall not be unreasonably denied or withheld.
- 16.07 Employees on long term absences (LTD, pregnancy and parental, Leave of Absences) may, on mutual consent, have their vacation paid out.
- 16.08 Employees who are on scheduled vacation leave and are required by the Employer to work during their vacation (called in) shall receive two (2) times their regular rate of pay for each hour worked during their vacation. This shall only be requested under exceptional circumstances for Court related matters.

## **Article 17 – Workload**

The Employer recognizes a responsibility to ensure a manageable workload for its employees that is consistent with the training and experience of the employee. To that end, the Employer and the Union have established a Workload Committee to review emergent issues that have Society-wide impact and to collaboratively arrive at solutions to those issues that may impact on the health and well-being of the employees.

The Workload Committee shall meet a minimum of quarterly for regularly scheduled meetings. The Workload Committee's Terms of Reference are all issues pertaining to workload and workload related matters. The Committee will conduct fair and reasonable analysis of workload issues and provide fair and reasonable recommendations.

## **Article 18 – Leave of Absence**

### **18.01 PERSONAL LEAVE**

- a) While it is the prerogative of the Employer to grant a leave of absence, an employee, who has completed the probationary period, may apply for a leave of absence without pay and without benefits for personal reasons. A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave, unless the requested leave exceeds two (2) months wherein a two (2) month written notification shall be required. If the Employer grants such leave, the Employer shall confirm the terms of the leave in writing. The minimum time requirements for such leave requests may be waived in extenuating circumstances.
- b) Seniority shall not be lost, neither shall it accrue during such leave of absence, effective upon ratification, October 6, 2022.
- c) An employee may continue benefit coverage while on an approved leave of absence of more than one month provided the employee pays the premiums for all benefits and provided the insurance carrier is prepared to provide coverage.
- d) Upon the employee's return, the employee shall return to the classification left prior to commencing the leave, unless it had been agreed to, in writing, between the employee, Union and Employer, prior to the commencement of the leave, that the employee, upon return to work may be placed in a comparable position within BGCFS.

### **18.02 FAMILY MEDICAL LEAVE**

- a) Family Medical Leave shall be consistent with the Family Medical Leave of the *Employment Standards Act*, as amended.
- b) An employee is eligible to take an unpaid Family Medical Leave to provide care for a gravely ill family member as defined by the Act:
  - i. child, stepchild, foster child of the employee or their spouse;
  - ii. employee's spouse;
  - iii. parent; stepparent; foster parent of employee;
  - iv. the spouse of the employee's father or mother;
  - v. and any person prescribed by regulations.
- c) In order to be eligible for Family Medical leave, the employee must file a copy of the Employment Insurance form "Medical Certificate for Employment Insurance Family Medical Leave Benefits" with the Employer. This physician-completed form indicates the gravely ill family member is at risk of dying within 26 weeks.



d) Notice period

An employee must inform the Employer in writing that they will be taking a family medical leave of absence.

If an employee has to begin a family medical leave before notifying the Employer, they must inform the Employer in writing as soon as possible after starting the leave.

If the employee does not take the maximum entitlement of the leave all at once, the employee is required to provide notice to the Employer each time the employee begins a new part of the leave.

An employee wishing to take Family Medical leave shall endeavour to give the Employer at least one (1) week and preferably two (2) to three (3) weeks written notice before the leave is planned to begin and the intended return to work date, if at all possible. Should circumstances prevent such notice, the employee will take all possible steps to keep the Employer informed.

Eligible employees are entitled to unpaid Family Medical Leave.

### 18.03 BEREAVEMENT LEAVE

- a) In the event of a death of a family member of an employee, the permanent full time employee shall be granted a leave of absence of up to a maximum of five (5) working days with pay. Permanent employees, other than full time, shall have their time off prorated.
- b) Temporary, contract and probationary employees shall be granted the appropriate leave of absence, with or without pay at the discretion of the Employer.
- c) An employee's family shall mean spouse, parent, stepparent, foster parent, child, stepchild, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, spouse of the employee's child, brother or sister of the employee, brother-in-law, sister-in-law and other relative living in the employee's household.
- d) In the event a funeral occurs outside a 500kilometre radius of an employee's home and provided the employee attends the funeral, the Employer may grant an additional two (2) days leave with pay for travel.
- e) There shall be no loss of seniority for bereavement leave.
- f) In the event of a death of a family member during an employee's vacation period, the employee shall be granted up to a maximum of five (5) day leave of absence and have any vacation days that would have fallen during that leave of absence

set aside and used at a time agreed upon between the employee and the employee's supervisor. It is agreed the employee shall notify the Employer as soon as is practical of the aforementioned death.

#### 18.04 JURY AND WITNESS DUTY LEAVE AGREED

- a) In the event that a permanent part time, permanent full time or job share employee is called for jury duty, the Employer shall pay the employee's regular rate of pay for each day the employee is required to be absent from work provided that the employee:
  - i. notifies the Employer upon notification that the employee is required to attend on jury duty;
  - ii. presents proof of service to the Employer requiring such attendance;
  - iii. promptly repays the amount (other than expenses paid to the employee) which the employee receives for such attendances;
  - iv. reports to work when not required at court.
  
- b) If an employee is required by subpoena to attend a court of law as a witness in connection with any litigation arising in the course of their professional duties for the Employer, the Employer shall pay the employee's regular pay for each day the employee is required to be in attendance at court provided that the employee:
  - i. notifies the Employer immediately upon receipt of the subpoena that the employee will be required to attend court and gives reasonable notice to the Employer of the time and dates at which the employee will be required to attend;
  - ii. presents proof of service requiring such attendance and keeps the Employer promptly informed as to any subsequent times which the employee would be required to attend at the court of law arising from the subpoena;
  - iii. promptly repays the amount (other than expenses paid) to which is received for such attendances;
  - iv. reports to work when not required at court.
  
- c) The employee shall accrue all benefits including seniority as if performing regular duties for the Employer.

#### 18.05 EDUCATION LEAVE

- a) Leaves of absence for educational purposes, without pay, may be granted at the sole discretion of the Executive Director, or their designate, to employees who have completed one (1) year of service. Seniority shall not be lost, neither shall it accrue during such leave of absence. An employee who is granted a paid educational leave for a duration longer than six (6) months must continue in the employ of the Employer for at least one (1) year after returning from the leave. An

employee who terminates employment prior to the expiry of one (1) year shall be required to pay back all monies paid to the employee during the leave.

- b) Employees who receive Employer tuition support shall remain employed and working for the Employer for one full year following the final instalment of the maximum allotment. Should an employee resign or terminate employment prior to completing the year post their allotment, they shall repay the full amount of the tuition received.
- c) Employees who terminate employment before receiving their full tuition allotment or completing their approved program shall repay the tuition amount received.

#### 18.06 SELF FUNDED DEFERRED SALARY LEAVE

BGCFS shall make available to all permanent full-time employees and permanent part-time employees a self-funded deferred salary leave.

- This plan has been developed to provide Employees with the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' wages over a five (5) year period. The Employer may consider, without prejudice or precedent, a plan to spread three (3) years' wages over a four (4) year period.
- This plan is not established to provide retirement benefits.
- This plan shall not accrue any increase except by salary deposit.
- An Employee with permanent full time status shall be entitled to participate in this plan provided he has completed two (2) years of continuous employment with BGCFS.
- The Employee must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the plan.
- The Executive Director has the sole discretion to approve or deny such leave and to determine the number of Employees that may be absent at any one time under this plan. The Executive Director will respond in writing within sixty (60) days of the request.
- The manner in which the deferred wages is held shall be at the discretion of the Employer. A yearly statement of the amount standing to the participant's credit will be provided to the participant by the Employer.
- Final approval for this plan will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to

make the appropriate deductions from the Employee's pay. Such agreement will include:

- A statement that the Employee is entering the Self Funded Leave of Absence plan in accordance with this Article.
  - The period of wages deferral and the period of the leave of absence.
  - The manner in which the deferred wages is to be held.
- 
- During the four (4) years of wage deferral, the Employee will be paid eighty percent (80%) of the Employee's regular wages and twenty per cent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan. During the fifth year of the plan, the total amount deducted during the first four (4) years will be paid to the Employee through the payroll of the Employer, on the regular payroll cycle.
  - The leave of absence shall be taken only in the fifth year of the plan unless otherwise agreed by both the Employer and the Employee.
  - The Employee shall accumulate seniority and shall pay Union dues during the leave of absence under this plan.
  - All benefits shall be kept whole during the four (4) year wage deferral. The Employee may choose to maintain extended health, dental and life insurance benefits during the leave of absence at the Employee's expense, subject to continuing eligibility. Employees will not be eligible to participate in the disability income plan during the leave of absence.
  - Service for the purpose of vacation and wages progression will not accumulate (be considered) during the leave of absence and the Employee shall not earn or receive (be entitled to earn or receive) vacation or progress along the wage grid during this leave of absence.
  - Contributions to the Ontario Municipal Employees Retirement System (OMERS) shall be in accordance with the terms of the OMERS pension plan.
  - An Employee may withdraw from the plan any time up to six (6) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated will be paid to the Employee within sixty (60) days of notification to the Employer. The Employer shall also provide at least six (6) months' notice of cancellation of the approved plan. Should the Employee be in receipt of LTD benefits immediately prior to the commencement of the leave, the plan will automatically be terminated.

- On returning from leave, the Employee shall be assigned to a position at the classification level occupied by the Employee immediately prior to going on leave.
- In the event of death or termination of employment, any monies on deposit to the credit of the Employee will be returned to the Employee or the Employee's estate.
- The Employer assumes no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension credit accrual, pension income through OMERS or C.P.P., Income Tax arrangements, Employment Insurance, or any other liability arising from participation in this plan. All financial or legal indemnities arising from this plan shall be borne by the Employee.

#### 18.07 WORKPLACE SAFETY AND INSURANCE BOARD LEAVE

- a) The Employer agrees to arrange for coverage of all employees under the *Workplace Safety and Insurance Act (WSIA)*.
- b) In the event an employee is injured during the performance of the employee's duties, the Employer shall continue to pay the injured employee until they are in receipt of *Workers' Safety Insurance Board (WSIA)*. The injured employee will ensure that all monies advanced by the Employer prior to receiving WSIA will be repaid in full upon receipt of WSIA.
- c) An employee may access uninsured sick days, until such time as the employee's claim for benefits is approved by the WSIA. It is agreed that any sick pay provided to the employee is considered to be an advance on his 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 WSIA of the advance paid by the Employer and to ensure that the WSIA reimburses the Employer for the overpayment made.

#### 18.08 MEDICAL/DENTAL APPOINTMENTS

- a) The Employer provides permanent full time employees with fourteen (14) hours of medical appointment time allotted April 1<sup>st</sup> each year.
- b) Permanent part time employees medical/dental appointment time shall be prorated.
- c) Employees must obtain approval from their supervisor to attend medical/dental appointments. Said approval will not be unreasonably denied.

- d) Employees shall give as much notice as possible in requesting the appropriate appointment time.

## 18.09 PERSONAL PAID LEAVE DAYS

- a) All permanent full time employees will be eligible to receive three (3) paid personal leave days per fiscal year, to be taken as full or half days, in any combination of the following:

### 1. Emergency Leave

- Personal illness, injury or medical emergency or;
- Illness, injury, medical emergency or other 'urgent' matters relating to:
  - the employee's spouse
  - a parent, step-parent or foster parent, of the employee or the employee's spouse;
  - a child, step-child or foster child of the employee or employee's spouse;
  - a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse;
  - the spouse of a child of the employee;
  - the employee's brother or sister; and
  - a relative of the employee who is dependent on the employee for care or assistance
- An urgent matter is an event concerning an individual listed above that is unplanned or out of the employee's control and can cause negative consequences, including emotional harm, if not responded to.
- If the employee has made a scheduled appointment as outlined above, the employee shall request approval from the supervisor or designate as soon as possible to ensure that coverage can be arranged and service needs met. If service needs are impacted, the employee may be requested to reschedule the appointment.

### 2. Inclement Weather

- Employees who are prevented from reporting to work due to inclement weather (snow storms, ice storms, tornados, floods, or other unforeseen acts of nature, etc.) shall notify their manager as soon as possible. Police reports of road closures or warnings to stay off the roads due to such acts of nature shall particularly reinforce this statement.

- BGCFS's Authorized Child Protection Worker (ACPW) Worker and After Hours Supervisor shall be deemed to be on duty effective from the time the office is closed until such time as it re-opens.

3. Bereavement Leave Days for the death of the employee's significant others.

The employee shall notify the supervisor or designate no later than an hour after their normal scheduled time of arrival if they are going to be absent for a full or partial day due to an unpredictable emergency as outlined above.

## **Article 19 – Pregnancy, Parental and Adoption Leave**

### **19.01 PRE-ADOPTION LEAVE**

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven (7) weeks per calendar year.

- a) The leave may be taken intermittently and only for the purpose of:
  - i. attending mandatory pre-placement visits with the prospective adoptive child;
  - ii. to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.
- b) Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.
- c) Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:
  - i. adoption by a family member;
  - ii. adoption by the partner of a birth parent; and
  - iii. adoption by foster parents if the child or children were living with the foster parents immediately before the adoption process.

### **19.02 PREGNANCY / PARENTAL / ADOPTION LEAVE**

Pregnancy and Parental Leave shall be consistent with the *Employment Standards Act, Ontario* as amended.

### **19.03 SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB)**

- a) Eligible employees (permanent employees) who are in receipt of EI Benefits while on an approved Pregnancy Leave or Parental Leave or Adoption Leave will be eligible to receive a maximum of one SUB Top up per the birth of their child(ren) or when their child(ren) come into their care. Pregnancy and Parental SUB for the birth of multiples or for the adoption of more than one child is limited to one SUB Top Up. While both parents can apply for EI parental benefits they have to share this EI benefit and also share the Employer SUB Top Up Benefit. The Employer will provide a maximum of one EI Top Up per child(ren) born or adopted.
- b) Employees are required to provide the Employer with a copy of the EI statement indicating the EI amount they are receiving.



- c) Employees who receive the SUB Top Up are required to return to work for a minimum of one (1) year after the approved leave ends. If an employee does not return to work for the one (1) year period, any SUB plan payments made by the Employer are repayable to the Employer by the employee. Should family circumstances change significantly in a manner in which the employee has no control, repayment of the SUB plan payments is at the discretion of the Executive Director.

From time to time, Employees that have received an SUB benefit are unable to meet the requirement of working one full year after a Pregnancy, Parental or Adoption Leave when they require a second period of leave for similar reason and they intend to return to work following the second period of leave or subsequent leaves.

The parties agree that when this occurs eligible employees will have the option to:

- Pay back the first SUB amount or
- Make a commitment to work a minimum of the balance of the 1 year commitment not worked following the first RTW date plus one full year for the second SUB received following the second RTW date.

The return to work period would be calculated individually for each case. If an Employee does not return to work for the calculated period, any and all SUB Plan payments made by the Employer to the Employee are repayable to the Employer by the Employee. This may include one or more SUB plans. This would apply retroactively to any Employees currently on an approved leave and eligible to receive the SUB benefit.

For example: Employee A has received the SUB during a pregnancy and parental leave and is required to work for one full year. The same employee requests a second pregnancy and parental leave after only working 8 months. The employee would have the option to pay back the first SUB or make a commitment to work 12 months (one full year) for the second SUB plus 4 months for the first SUB (total of 16 months) upon return to work. Failing to meet the total work requirements the employee will repay to the Employer, the sum of all SUBS received.

- d) Employees must declare if they are taking the standard parental leave or the extended parental leave.
- i. Standard Parental Leave of 37 weeks or 35 weeks if the employee has taken pregnancy leave. a) The Employer will provide seventy five (75%) of the employee's regular pay for the one (1) week waiting period.

- ii. The Employer provides employees with a SUB plan that tops up employee's EI benefits (55%) to a maximum of seventy five percent (75%) of their regular earnings for a maximum of eighteen (18) weeks of pregnancy and or parental benefits combined.
- iii. Extended Parental Leave of up to 63 or 61 weeks if the employee has taken Pregnancy Leave:
  - The Employer will provide seventy five (75%) of the employee's regular pay for the one (1) week waiting period.
  - The Employer provides employees with a SUB plan that tops up employees EI benefits calculated as the difference between each eligible employees maximum eligible EI entitlement (55%) (regardless of which EI option they choose to take) and 75% of their regular earnings for a maximum of eighteen (18) weeks of extended parental benefits.

#### 19.04 BENEFITS AND WAGES FOR PREGNANCY/PARENTAL/ADOPTION LEAVE

- a) Employees on pregnancy or parental leave shall continue to take part in all Employer benefit plans in accordance with the terms of the carrier of the benefit plan unless the employee informs the Employer in writing that the employee will not continue to pay his or her share of the premiums, if any.
- b) Vacation entitlement and seniority shall continue to accrue for employees on pregnancy and parental leave. Vacation pay shall be based on actual earnings.
- c) Employees may take vacation immediately before or after a pregnancy or parental leave.
- d) Group insurance benefits required because of a disabling medical condition directly attributable to pregnancy shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees.
- e) Upon return to work, an employee shall be reinstated to their former classification and shall receive benefits or wages that accrued during their leave as per the *ESA, Ontario* as amended.

## Article 20 – Sick Leaves

### 20.01 SICK DAYS

- a) An employee who is unable to work because of illness shall notify their immediate supervisor prior to the commencement of the employee's normal working day and shall advise the supervisor of the expected date of return to work.
- b) Employees who are absent five (5) consecutive work days on sick day leave shall be required to provide a medical certificate prepared and completed by a doctor confirming the sick leave and including any modified duties if required, or confirming their ability to resume their job responsibilities.
- c) Cost for the medical note shall be borne by the Employer.
- d) Employees who are ill during their scheduled vacation time off shall refer to Article 16 vacation.

### 20.02 SHORT TERM DISABILITY

- a) The Employer shall provide all employees with the following benefits:

Length of Continuous Service	Short Term Disability Benefit
Less than 3 months	66 2/3% of regular wage for 15 weeks
3 months but less than 1 year	100% of regular wage for 2 weeks; 66 2/3% of income for 13 weeks
1 year but less than 2 years	100% of regular wage for 4 weeks; 66 2/3% of income for 11 weeks
2 years but less than 3 years	100% of regular wage for 6 weeks; 66 2/3% of income for 9 weeks
3 years but less than 4 years	100% of regular wage for 8 weeks; 66 2/3% of income for 7 weeks
4 years but less than 5 years	100% of regular wage for 10 weeks; 66 2/3% of income for 5 weeks
5 years and over	100% of regular wage for 15 weeks

- b) Income for hourly rated full-time employees shall be calculated on the basis of thirty-five (35) hours per week paid at regular straight time. Part-time and job-share employees will have their income calculated on a pro-rated basis specified to their hours of work.

- c) Income for full-time, part-time and job share salaried employees shall be calculated by dividing fifty-two (52) into their annual salary. One (1) day's earnings shall be calculated by dividing five (5) into one (1) week's salary.
- d) In the event of an extended illness or injury, the Employer agrees to provide the Employee with an up to date description of the duties to be performed, for a functional abilities assessment where applicable.
- e) Costs for the medical certificate and/or functional abilities assessment are to be borne by the Employer.

## **Article 21 - Long Term Disability**

- a) The Employer reserves the right to change carriers at anytime so long as equivalent coverage is provided. The Employer will notify the Union two (2) months in advance of any changes of carrier and provide the Union with full disclosure of any related documents.
- b) The Employer will pay the premium for a Long Term Disability plan that provides a Long Term Disability benefit to qualified full-time, part-time and job share employees of a monthly income equal to 70% of normal monthly earnings in effect immediately prior to the disability to a maximum of \$5000 a month beginning on the 106<sup>th</sup> day after total disability begins and ending at age 65 or the date the employee recovers, whichever occurs first.
- c) Any benefits payable under this policy may be reduced by the amount which an employee receives under the *Worker's Safety and Insurance Act* or similar legislation, any federal, provincial, or municipal government plan, or any group insurance, retirement or pension plan in force within the Province.

## **Article 22 – Salaries**

22.01 The salary scales and classifications as contained in Schedule "A" attached hereto and forming part of this Agreement, shall be for the duration of this Agreement and for each additional period as may be agreed upon by the parties hereto.

- April 1, 2022 - 1%
- April 1, 2023 - 1%
- April 1, 2024 - 1%

### 22.02 Experience Allowance

The Employer shall recognize previous work experience on the following basis for all new permanent full-time employees, permanent part-time employees and contract employees or employees transferring to a new pay grid internally with recent previous experience upon commencement of employment.

#### a) Direct Service Staff

- i) One (1) year credit for each year of direct CAS experience.
- ii) Directly related but non-CAS experience (as determined by the Employer) shall receive up to one half (1/2) year credit for each year of experience.

#### b) Support Staff

- i) One (1) year credit for each year of direct CAS experience.
- ii) Up to half (1/2) a year credit for each year of general office experience as may be determined by the Employer.
- iii) Credit given shall be rounded to the next lowest or highest year, whichever applies.
- iv) No new employee may be placed above the highest step of the category they are eligible to enter, no matter how many years experience they may have.
- v) Each new employee shall, at the time of hiring, receive a letter stating salary and classification. The Union shall receive a copy of this letter and also be advised, in writing, of the years of experience credited and academic qualifications used to calculate the employee's placement on this grid.

- 22.03 a) The Employer shall pay wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay-day each employee will be provided with an itemized statement of their wages and deductions.
- b) The pay day for the bi-weekly pay period shall be Thursday. The pay shall be deposited directly in the financial institution of the employee's choice and a statement of each pay shall be provided to the Employee. Permanent employees shall be paid one week in arrears. Contract and Temporary employees shall be paid two weeks in arrears.
- 22.04 a) Each new employee shall at the time of hiring, receive a letter stating their salary and classification according to Schedule "A" as appropriate and a statement containing a general description of the job for which the employee has been hired.
- b) The Employer agrees to acquaint each new employee with the fact that a Collective Agreement is in effect at the time of hiring. The Union will meet with each new employee to provide Union orientation. The Employer further agrees on or before the first day of work of each new employee, to provide such new employee with a copy of the Collective Agreement in force at that time.
- c) The Employer and the Union shall share equally in the cost of printing a sufficient number of Collective Agreements.

## **Article 23 – Health Benefits**

23.01 The Employer shall pay on behalf of all permanent full-time employees and permanent part-time employees, the full premium costs (pro-rated as appropriate) of the following insurance, subject to the terms, conditions and regulations of the policy or plan. A copy of the master policy shall be provided to the Union President within one month of ratification and within one week of any change in carrier. Any dispute is between the employee and the insurance carrier.

23.02 The Employer agrees to pay the premiums for the following benefits for eligible Employees and their families:

Group Life Insurance is \$100,000

Basic dependent life spousal \$5000 and child \$2500

Accidental Death and Dismemberment

### **Extended Health Benefits**

- Hearing Aids: \$500 every three (3) years
- Prescription Lenses, contacts and/ or corrective eye surgery:
  - \$400 per eligible adult every 24 months plus \$60 for eye exam
  - \$400 per eligible dependent under 18 years every year plus \$60 for eye exam
- Orthotics: \$400 per three (3) calendar years
- Orthopedic Shoes: 1 pair per calendar year; Stock item footwear \$150 per calendar year
- Private Duty Nursing: \$25000 per three (3) calendar years
- Paramedical (no prescription required)
  - Acupuncture: \$600 per year
  - Chiropractor/Podiatrist: \$600 per year
  - Chiropractor: \$600 per year
  - Dietician: \$600 per year
  - RMT: \$600 per year
  - Naturopath: \$600 per year
  - Osteopath: \$600 per year
  - Psychologist: \$600 per year
  - Physiotherapist: \$600 per year
  - Speech therapist: \$600 per year
  - Dental Accident: covered



## Hospital

- Overall maximum: unlimited
- Deductible: nil
- Co-insurance: 100%
- Coverage: semi-private or private

## Out of Province/Country

- 60 days per trip, 100% co-insurance, \$1,000,000 for emergency coverage per calendar year, \$50,000 for referral per calendar year. Travel assistance included. Termination Age 70 or retirement whichever is earlier. Survivor benefit of 24 months. Cost sharing is 100% Employer.

## Dental

- Coinsurance on basic services
  - 100% basic preventative
  - 90% basic restorative
  - 90% Endo Period
  - 90% supplementary basic
- Maximum Basic: \$1500 per year
- Fee Guide: current minus 1
- Recall Frequency: 6 months
- Bitewing X-Rays: once every 6 months

## Drugs

- 90% up to \$500 out-of-pocket then 100% (equals \$5000 cost of drugs) coverage for all drugs legally requiring a prescription \$8.00 dispensing fee cap
- No managed formularies
- Direct Pay Card
- Fertility \$15,000 per lifetime
- Smoking Cessation - \$300 per lifetime

## Employee Assistance Program

The Employer will maintain an Employee Assistance Program for permanent employees.

## Health Care Spending Account

- Upon ratification an additional \$206.00 shall be allocated to the HCSA.
- April 1, 2023 and April 1, 2024 will be a total allocation of \$456.00 each year.
- The account would pay for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.
- The account will have a one-year roll-over consistent with CRA rules may be accumulated in a health spending account.
- The account will facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules.
- Be administered by the Employers' benefits providers in accordance with the terms and conditions of the plan be subject to CRA rules and requirements.

## Article 24 - Reimbursables

24.01 Employees who are required to drive personal cars on BGCFS business will be reimbursed at the following rates:

- CRA determines an annual kilometre reimbursement rate. The Employer agrees to reimburse the employee in accordance with the annual CRA rate.
- Upon ratification, the 2022 rate is first 5,000 kms at \$0.61 and the following kms at \$0.55 and the rate is subject to change on a year-to-year basis.
- Regular mileage reimbursement will be paid at the lower CRA rate throughout the year. The top-up for the first 5,000 kms will be paid out in April, following year-end, provided that the employee submits all mileage expenses for the year ending March 31 to Finance by April 10 of each year.
- Employees using personal cars for BGCFS business shall have and maintain a third party liability policy in the amount of two million (\$2,000,000) public liability and property damage as well as business use or coverage to insure them when they may be transporting non-paying clients of BGCFS in their personal vehicles during the course of their work day.
- As a condition of employment, an employee may be designated to have a valid driver's license, proof of BGCFS specified insurance, and a safety approved vehicle available during all hours of work.
- Two hundred and fifty dollars (\$250) per annum per employee (non-refundable) upon proof of insurance.
- **All employees** are entitled to Canadian Automobile Association (CAA) PLUS Membership.
- Automobile interiors that have been soiled or damaged beyond normal wear and tear by clients will be cleaned or repaired.
- Freak accidents or vandalism not covered by insurance will be considered by the Employer.
- Insurance deductible costs to a maximum of \$1,000 for car accidents will be reimbursed by the Employer upon proof of insurance payment for the claim.

24.02 For out of county travel, rental cars may be used. Rental cars are to be arranged through the BGCFS's preferred vendor. For out of county trips exceeding 500km, rental cars are required except during winter months. For out of county trips, BGCFS will not reimburse mileage for personal vehicles above 500 kilometers per day except during winter months. Employees are advised to rent cars to avoid assumption of personal cost for unpaid mileage. The Employer shall arrange direct payment with the vendor.

24.03 Employees shall be reimbursed for five (5) dollars incidentals and any legitimate parking expenses on submission of parking receipts.

24.04 Meal Reimbursement

The following are the maximum amounts for meals for all employees attending seminars, conferences, or while on the Employer's business outside Grey and Bruce County:

<b>Date</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Combined Daily Maximum</b>
April 1, 2022	\$16.00	\$20.00	\$40.00	\$76.00

Receipts will be required for reimbursement. These limits do not apply to situations in which meals are included as part of a pre-paid registration package for a conference, etc.

24.05 Cell Phone

The Employer agrees that each employee will be provided with a cell phone and employees agree that the cell phone must be on and carried during working hours.

24.06 Should staff become stranded while conducting BGCFS business, and deem it unsafe to continue to travel, the Employer will assume responsibility for costs of reasonable accommodation, until travel can resume.

## **Article 25 – Protection of Employees**

25.01 It is understood that the Employer is responsible to ensure the insurance policy(s) held by BGCFS provides for at least the minimum coverage as agreed to by the parties.

25.02 a) This article shall only apply to situations where an employee or former employee is either named in a civil suit or charged with a criminal offence or a quasi-criminal offence (with the exception of the Highway Traffic Act) arising out of the authorized discharge of their duties as a BGCFS employee, where they acted in good faith and in a professional manner and following relevant statutes, standards and/or the directions of BGCFS.

b) With respect to the civil litigation and criminal offence coverage:

- i. BGCFS agrees to pay the premium costs of an insurance policy that provides both civil liability and criminal offence coverage.
- ii. BGCFS will not require the payment of any insurance deductible by the employee.
- iii. Notwithstanding #1, such coverage will not be unreasonably denied.

c) With respect to civil litigation coverage:

- i. The insurance company appoints the solicitor.
- ii. The chosen solicitor will then jointly represent the interests of the employee and BGCFS.
- iii. The employee will be involved with BGCFS and the solicitor in determining the manner in which the matter is defended.
- iv. The employee will be kept informed re: the defence of the matter and will receive information at the same time as BGCFS.

d) With respect to insurance coverage of criminal offences:

- i. The insurance company appoints the solicitor.
- ii. BGCFS agrees to pay all expenses for criminal offence action that exceed the insurance policy.
- iii. In the event the employee or former employee is convicted, BGCFS and the Insurer reserves the right to recover all or any portion of the legal costs paid.

e) BGCFS agrees that in situations where criminal charges have been laid against an employee and on review BGCFS is satisfied that:

- i. The employee has carried out the BGCFS's mandate to provide child welfare and/or service in good faith and in a professional manner; and following relevant statutes, standards and/or the direction of the BGCFS, and
  - ii. The employee has not committed a serious breach or dereliction of said duties and/or responsibilities
  - iii. The employee may be entitled to a leave of absence with full pay, benefits and seniority; or the employee may be placed in another position within BGCFS, if one can be found without displacing another employee and without change of pay until the conclusion of the legal process, up to and including trial.
- f) In situations that joint legal representation is not in the best interest of the employee, the employee shall maintain their right to retain a solicitor who shall represent the employee from the list of the legal firms who provide defence for the Insurance Company, subject to the approval of the Insurance Company. Where the employee wishes to retain his own solicitor not on the list provided by the Insurance Company, it shall be at the cost and expense of the employee.
- g) In a situation where an employee is assaulted in the course of their duties, if they exercise their right to lay charges, then after consultation with the Employer, they shall be granted a leave of absence without loss of regular pay for any necessary related meetings with professionals/collaterals and/or court procedures.
- h) The employee shall have the right of Union representation at all times. Such representation shall be carried out in accordance with Article 4.
- i) BGCFS shall supply CUPE LOCAL 5058 with a current copy of BGCFS's insurance coverage for civil liability and criminal offence.

## **Article 26 – Health and Safety**

26.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and to promote overall safety and to eliminate workplace violence. Worker safety is a shared responsibility whereby both front-line staff and management work together to identify and reduce risks to health and safety in the workplace.

26.02 The Employer and the Union shall establish a Joint Health and Safety Committee comprised of two (2) Union members chosen by the Union. There shall be equal representation from both parties.

26.03 The Committee shall identify potential dangers and hazards and recommend means of improving health and safety programs where feasible to the Executive Director or their designate, including actions to be taken to improve conditions related to safety and health.

As part of its mandate, the Committee will also:

- Monitor incidents of violence, including harassment directed against employees, make recommendations to the Employer's policies and procedures and training programs to deal with both the prevention and management of violence in the workplace (including the, development, ongoing review and maintenance of the employee safety manual), and measure the effectiveness of its policies and procedures and training in this area.
- Measure the effectiveness of its policies and procedures and training and make recommendations regarding the purchase of equipment.
- Identify training opportunities for the committee, which will enhance the committee's expertise. BGCFS will make every reasonable effort to provide for training opportunities for the committee members that will enhance their expertise in an area related to organization health and safety.

26.04 The Employer agrees to provide necessary information as applicable/ required under the *Occupational Health & Safety Act*.

26.05 Time off for such representatives to attend meetings of the Joint Health and Safety Committee and prepare for meetings or inspections as the Committee determines is necessary in accordance with the foregoing shall be granted and representatives

attending the meetings during the regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

- 26.06 The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules and practices.
- 26.07 The Committee will meet quarterly or as deemed necessary by the Committee at a time and date to be mutually agreed upon.
- 26.08 An inspection of each work site shall occur as required by the *Occupational Health and Safety Act*, or as often as deemed necessary by the Committee.
- 26.09 BGCFS will provide for the development and implementation of appropriate staff training and development including the certification of at least one (1) Bargaining Unit member.
- 26.10 The Joint Health and Safety committee will review its terms of reference on an annual basis.
- 26.11 The Employer agrees to provide necessary information including accident reports and other relevant health and safety records in its possession to enable the Committee to fulfill its function.
- 26.12 The Employer and the Union jointly recognize the particular safety issues inherent in the provision of services to some clients. Staff are encouraged to proactively and promptly identify safety risk situations to their Supervisor who will then, in conjunction with the employee and/or the Joint Health and Safety Committee, take appropriate and reasonable steps to minimize risk including preventative measures.
- 26.13 In the event that the employee identifies a safety risk or concern in the direct performance of his duties the employee shall:
1. Immediately bring the matter to the attention of their Supervisor or designate.
  2. Meet with their Supervisor or designate and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of their duties.
- 26.14 The Employer has a responsibility to inform employees about known risks. The Joint Health and Safety Committee operating under *the Occupational Health and*



*Safety Act*, shall identify the process the Employee, the Employer and the Joint Committee will follow when risks are identified.

- 26.15 The Employer agrees to review and maintain a Violence Prevention Policy that will be amended from time to time and these amendments will include recommendations from the Joint Health and Safety Committee.
- 26.16 This provision does not preclude an employee from exercising their rights under the Occupational Health and Safety Act including provisions regarding refusal of work.

## **Article 27 – Contracting Out**

### **27.01 Work of the Bargaining Unit**

The Employer respects that Bargaining Unit work should only be performed by Bargaining Unit members. However, exceptions may occur in matters of emergency or where a child may be at immediate risk. In addition, supervisors may assist in tasks that allow Employees to tend to more urgent matters or to allow Employees to exercise rights to mandated work breaks.

In times of organizational crisis, supervisors may provide short term service. Notification will be provided to the Union Executive when practical to do so. This short term service work performed by a supervisor shall not be subject to a grievance.

Other exceptions not noted in this article may be dealt with by agreement between the Union and Employer.

### **27.02 Students and Volunteers**

It is agreed that volunteers, including students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or provide other services.

**Article 28 - Duration**

This Agreement shall be effective April 1, 2022 and continue in full force and effect up to and including March 31, 2025 and from year to year thereafter, unless within the period of ninety (90) days prior to the expiry date, either party gives the other notice in writing, not more than ninety (90) days prior to the expiration date in any year of their desire to alter or amend same. If notice of desire to bargain is given by either party, the parties shall meet within fifteen (15) days after receipt of such notice in writing, or within such further period as the parties may agree upon.

IN WITNESS WHEREOF the parties hereto have cause this Agreement to be executed by their duly authorized representative the date hereinbefore first above written.

Signed this 23rd day of November, 2022.

*Karakull*

For the Union

*Julie Lipsett*

For the Employer

*Don Brantley*

For the Union

*K. Ferris*

For the Employer

*[Signature]*

For the Union

*[Signature]*

For the Employer

For the Union

*[Signature]*

For the Employer

**Schedule A**

	<u>2021/22</u>	<u>1-Apr-22</u>	<u>1-Apr-23</u>	<u>1-Apr-24</u>
	<u>Annual</u>	<u>1.00%</u>	<u>1.00%</u>	<u>1.00%</u>
	<u>Salary</u>			
<b>CLASSIFICATION 5 (CHILD PROTECTION WORKER)</b>				
Step 1	63,106	63,737	64,374	65,018
Step 2	65,964	66,624	67,290	67,963
Step 3	68,965	69,655	70,352	71,056
Step 4	72,119	72,840	73,568	74,304
Step 5	75,428	76,182	76,944	77,713
Step 6	78,903	79,692	80,489	81,294
Step 7	82,554	83,380	84,214	85,056
<b>CLASSIFICATION 5A (TRAINEE CHILD PROTECTION WORKERS)</b>				
Step 1	56,795	57,363	57,937	58,516
Step 2	59,367	59,961	60,561	61,167
Step 3	62,069	62,690	63,317	63,950
Step 4	64,907	65,556	66,212	66,874
Step 5	67,885	68,564	69,250	69,943
Step 6	71,013	71,723	72,440	73,164
Step 7	74,299	75,042	75,792	76,550
<b>CLASSIFICATION 4 (Former Full Time Duty Worker)</b>				
Step 1	54,572	55,118	55,669	56,226
Step 2	57,382	57,956	58,536	59,121
Step 3	60,343	60,946	61,555	62,171
Step 4	63,457	64,092	64,733	65,380
Step 5	66,735	67,402	68,076	68,757
Step 6	70,187	70,889	71,598	72,314
<b>CLASSIFICATION 3 (FAMILY RESOURCE WORKER / QUALITY SUPPORT WORKER/ADULT PROTECTION SUPPORT WORKER/ VOLUNTEER SERVICE WORKER)</b>				
Step 1	47,511	47,986	48,466	48,951
Step 2	49,102	49,593	50,089	50,590
Step 3	52,379	52,903	53,432	53,966
Step 4	55,000	55,550	56,106	56,667
Step 5	57,745	58,322	58,905	59,494
Step 6	60,635	61,241	61,853	62,472

	<u>2021/22</u> <u>Annual</u> <u>Salary</u>	<u>1-Apr-22</u> <u>1.00%</u>	<u>1-Apr-23</u> <u>1.00%</u>	<u>1-Apr-24</u> <u>1.00%</u>
<b>CLASSIFICATION 2</b>		<b>(LEGAL, FINANCE, &amp; RECORDS CLERKS)</b>		
Step 1	42,776	43,204	43,636	44,072
Step 2	45,026	45,476	45,931	46,390
Step 3	47,396	47,870	48,349	48,832
Step 4	49,890	50,389	50,893	51,402
Step 5	52,516	53,041	53,571	54,107
Step 6	55,280	55,833	56,391	56,955
<b>CLASSIFICATION 1</b>		<b>(ADMINISTRATIVE SUPPORT WORKERS)</b>		
Step 1	40,726	41,133	41,544	41,959
Step 2	42,815	43,243	43,675	44,112
Step 3	45,012	45,462	45,917	46,376
Step 4	47,326	47,799	48,277	48,760
Step 5	49,762	50,260	50,763	51,271
Step 6	52,327	52,850	53,379	53,913

# Letter of Understanding #1

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

## RE: Paid Holidays/ Float at Christmas

In regard to the three (3) business days between Christmas and New Year's the Employer reserves the right to assign work on the three (3) business days between Christmas and New Year's. All hours worked during these three days will be compensated at a rate of two (2) times the regular rate of pay.

The Employer will continue the practice of minimal and adequate staffing during this period to address urgent matters, court orders, access visits, child safety and high risk needs of families.

The Employer will first ask for volunteers to fill the work assignment. If no employee volunteers the Employer may assign the work to the most recently hired employee.

Signed this 23rd day of November, 2022.



For the Union



For the Employer



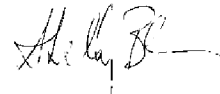
For the Union



For the Employer



For the Union



For the Employer



For the Employer

## Letter of Understanding #2

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

### RE: Re: Working Remotely and Work Schedules

#### Post Pandemic Organizational Health

The parties agree that during the pandemic positive outcomes were noted including flexible work schedules and hybrid office/ remote working while meeting work expectations. The Employer will continue to provide Employees with the option to work remotely post pandemic.

The Employer is committed to working with the Union to assessing the workplace culture and taking meaningful measures to address work life balance and employee wellness. Including examining the following questions:

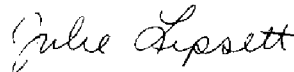
1. How would we create autonomy for staff to establish flexible work schedules and continue hybrid model of home/ remote work and continue to provide quality service?
2. How will we know we are being successful?
3. How can we ensure equity and fairness for Employees?

The Employer is committed to implementing a consultative process and developing next steps for a framework for the new normal by Jan 30, 2023.

Signed this 23rd day of November, 2022.



For the Union



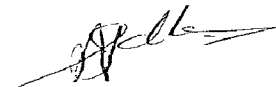
For the Employer



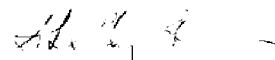
For the Union



For the Employer



For the Union



For the Employer



For the Employer

For the Union

## **Letter of Understanding #3**

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

### **RE: Workload**

BGCFS and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognize the inherent worth of every employee. BGCFS recognizes that the issue of workload is a concern to Bargaining Unit members. As well, BGCFS recognizes its responsibility to provide services through employees in accordance with the CYFSA and in compliance with Ministry Standards and Regulations. It is also the responsibility of BGCFS to manage the resources allocated by the Ministry and to establish an effective infrastructure to facilitate the employee's achievement of said standards.

BGCFS and the Union acknowledge that workload can fluctuate and that worker capacity can be impacted by a number of complex factors. The parties agree that workload should be reviewed on an ongoing basis with a goal of equitable and reasonable distribution.

BGCFS acknowledges the important role that the Union plays on behalf of its members in participating in that ongoing review.

#### **Joint Workload Committee**

Workload is a serious concern for both parties as both the Employer and the Union want to ensure employees have a manageable workload. To that end, the Employer and the Union have established a Workload committee to review emergent issues that have an Organizational wide impact on employees and to collaboratively arrive at solutions to those issues.

The Workload committee shall meet a minimum of quarterly for regularly scheduled meetings. The Workload Committee will develop Terms of Reference which are reviewed annually. The Committee will review all systemic workload issues, conduct a fair and reasonable analysis of the issues and provide fair and reasonable recommendations.

#### **Assignment of Cases**

BGCFS undertakes to consider a variety of factors in an ongoing effort to effectively manage workload demands. These considerations include but are not limited to:

- Worker skill and experience
- Number of cases before the court
- Number of designated high-risk cases
- Amount of required travel to meet service needs of clients



- Team coverage issues
- Leaves of absence, including vacation
- Case complexity will vary with each function
- Other assignments such as internal committees including Union activity/committees
- Introduction of new technology and systems
- Number of Supervised access visits
- Mandatory training/learning opportunities

***The Employer and the Union agree to undertake the following:***

- 1. A review of the workflow at Intake, Investigation, Ongoing, Kin Service, Resource, Child in Care, and Adoption for the purposes of creating efficiencies and reducing administrative burden.***
- 2. A review of the workflow at Intake, Investigation, Ongoing, Kin Service, Resource, Child in Care and Adoption for the purpose of determining role clarity and the use of SOS tools in each case type.***
- 3. A review of templates used in all areas of service to determine their usefulness and purpose.***
- 4. Develop a standard and procedure that addresses the issue of case assignment. The standard and procedure would include the factors that should be taken into consideration when a case is assigned, including the experience and training of the child protection worker. We will include the guidelines established for new CPW's in the Orientation for New Employees Document as well the guidelines established by Human Resources for CPW's who are returning from leave.***
- 5. Review Standard and Procedure CM-010 Transferring a Case to ensure we have captured the work required to transfer a case and time frames when a case is transferring between workers.***
- 6. These reviews will take place over the period of 1 year, jointly and with equal representation between the Union and the Employer. While we are undertaking these reviews, the Employer proposes the following case load ranges, and this will be reviewed regularly and updated with the findings from the reviews.***

## Workload Ranges:

Function	Case Ranges	Trigger for Workload Review
Intake	7-11 Investigations assigned	9
Family Service	15-18 Open Cases	16
CIC Service	15-19 CIC, OCW, AP	17
Foster Care/Adoption	25-29	27
Adoption	25-29 Resources/Adoption/AP	27
Kin Service	20-24 Open Resources	23
CCSY/VYSA	22-26 CCSY/VYSA	24

Note 1 When caseload averages are at trigger point for more than one quarter and no change in this pattern is anticipated, management will review staff complement and consider redeployment or the hiring of additional staff.

Note 2 For calculation purposes, the numbers in the above table do not reflect temporary coverage responsibilities.

CPW's at Intake will be assigned 7-11 investigations per month. When a CPW has a total of 19 assigned cases on their dashboard, a meeting with their supervisor will occur to create a plan to reduce this number.

The assignment of SAFE home studies will count as 1 case in the total case load of Foster Care worker or FBC Worker from the date of assignment. If a home study is approved, it will not be counted as a second case at the time of approval.

If one case management function (Intake, Family Service, CIC, Foster Care, Adoption, Kin Service) is under range and another is over range, cases from the area that is over range may be assigned to CPW's who are under range.

At the conclusion of the reviews workload ranges and triggers will be established and mutually agreed to.

### Non-Case Managing Staff

Positions that are not filled based on service volume, such as Family Resource Workers or Administrative Support Staff will need to develop a different approach to workload management such as waiting lists or redistribution of tasks.

### Supervision

BGCFS commits to ensuring regular and predictable supervision of all its employees. The procedures for supervision are outlined in HR-410 Supervision.

### **Assessment of Employee Workload**

The supervisor shall ensure that a caseload review will occur at each formal supervision meeting. An employee may request a workload review be conducted by their immediate supervisor to address specific circumstances.

A team or unit may also request a collective workload review. The procedures to seek and respond to a request for a review are outlined in HR-230 Workload Review. It is understood and agreed that a request for a workload review will not be considered a negative factor in an employee's performance review.

A workload request can be made by an individual employee, a team, unit or department. This request can be asked for at any time to address specific circumstances surrounding assigned work responsibilities. A workload review is not dependent on a worker being above their caseload trigger.

### **Individual Workload Review**

The employee's supervisor on an individual and team basis will review issues relating to the distribution and volume of workload.

The supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision and/or team meetings.

- a) Regardless of the caseload, whenever any employee feels that their workload is at an unmanageable level, the employee may request in writing to their immediate supervisor an assessment of their workload.
- b) A meeting between the supervisor and employee will be held within five (5) working days of the request, or such period of time that the employee and the supervisor agree to. The purpose of the meeting is to develop a plan to address workload issues. This plan will include agreed upon solutions. An employee has a right to have Union representation at any such meeting. The plan will be in writing and will be signed by both the employee and their supervisor with a copy to the appropriate Director and the Joint Workload Committee.
- c) The assessment and the plan will include but is not limited to the following:
  - i. Identifying the factors contributing to the workload issues, which may include but are not limited to those factors listed above.
  - ii. Identifying steps and initiating action to reduce the current and future identified workload pressures.
  - iii. A consideration of the exceptional workload incurred through temporary coverage of another worker's caseload.
  - iv. Identifying and initiating the necessary steps and solutions to minimize the likelihood that the individual worker's workload will become unreasonable.

- v. Identifying and initiating the necessary steps and solutions to minimize the likelihood that the individual worker's caseload number will exceed the caseload levels specified above.

d) Solutions may include but are not limited to the following:

- i. No further cases assigned
- ii. Redirecting cases and/or job duties
- iii. Protecting recording time
- iv. Review assignment of additional work, such as committee work, mentoring responsibilities, and/or coverage days
- v. Additional training to support skill development
- vi. Development of a workload management plan
- vii. Other solutions as may be appropriate and mutually agreed upon.

e) In the event the issues cannot be resolved, the employee may request a meeting with their director.

A written response to the Supervisor, to the employee and, if requested, to the Union shall be provided within ten (10) calendar days.

f) In the event the issues cannot be resolved by the employee's Director, the employee and/or Director will refer the matter to the Executive Director. A written response will be provided to all parties (including the Joint Workload Committee) within ten (10) calendar days.

g) The Employer agrees that a request for a workload assessment will not be used as a basis for discipline and/or a performance evaluation. When necessary, the resulting findings may be dealt with as part of the supervision process.

It is understood and agreed that a request for a workload review will not be considered a negative factor in an employee's performance review.

#### **TEAM/ UNIT or Department Request for Workload Review**

- i. The request for review will clearly indicate who is impacted by the workload issue and identify the workload concerns.
- ii. A Union representative will submit one form on behalf of the unit or team and copy all supervisors, the Department Director and the joint Workload Committee
- iii. The Department Director, supervisors and one representative from the Employer and one representative from Union from the Workload Committee will meet within ten (10) working days with the affected

Employees to hear the concerns and develop a plan to address the concerns. It may take more than one meeting to hear all of the concerns.

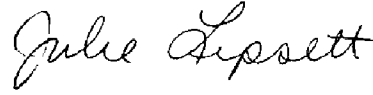
- iv. The plan to address the concerns should be developed and reported back to the Department Director or Unit within (30) days of the final meeting to hear the concerns. The plan should include Signs of Success in order to measure the progress of the plan.
- v. Workload reviews for a department/unit plan should have a timeline developed in conjunction with the plan.
- vi. After the final report back to the department/unit, the workload review will be considered to be complete.
- vii. The workload committee may make additional recommendations to the Employer.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration.

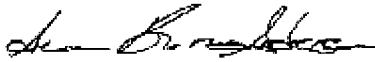
Signed this 23rd day of November, 2022.



For the Union



For the Employer



For the Union



For the Employer



For the Union



For the Employer



For the Employer

# Letter of Understanding #4

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

**RE: Paperwork**

The parties recognize the importance of completing paperwork. The supervisor will consult with the employee and establish protected time for completing paperwork and standards for the amount of paperwork to be completed within the time allowed. If protected time is infringed due to a crisis and the supervisor requires the employee to stop the paperwork and respond to the crisis, then the protected time will be adjusted to reflect the time required to respond to the crisis.

Signed this 23rd day of November, 2022.



For the Union



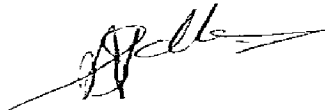
For the Employer



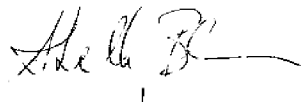
For the Union



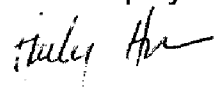
For the Employer



For the Union



For the Employer



For the Employer

For the Union

## Letter of Understanding #5

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

### RE: Temporary and Contract Employees' Entitlements

Any employee of BGCFS hired on a **contract** basis, as defined in Article 1.05 of the CA, shall receive those benefits as provided by the Employment Standards Act, 2000 and are not entitled to the benefits afforded permanent full time and part time staff.

Specifically, those ESA entitlements include:

- vacation pay as per the ESA 2000 at a rate of 4%
- regular rate of pay up to 44 hours per week
- pay at 1.5 times the regular rate of pay for hours worked over 44 in one week
- pay for public holiday (9 days- New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day)
- Two (2) personal leave days paid

Any employee of BGCFS hired on a **temporary basis of greater than 3 months**, as defined in Article 1.04 of the CA, shall receive benefits as provided by the Employment Standards Act 2000 and in addition to the benefits listed above be entitled to the following:

- Vacation pay at a rate of 8%
- Paid sick days (maximum of 5 consecutive days, will be required to provide a medical note confirming the sick leave and their ability to return to work)
- Two (2) Personal Leave days paid, excluding sick time noted above
- Pay for Paid Holidays as per Article 15 of the CA)

Temporary and Contract Employees are not entitled to Short Term Disability, Long Term Disability or Health Benefits.

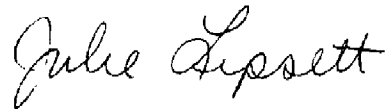
Temporary and Contract Employees are not entitled to the 3 additional paid days reserved for the Christmas closure (Article 15).

The benefits listed above are not retroactive and will be implemented on the first full pay period following the agreement of the parties.

Signed this 23rd day of November, 2022.



For the Union



For the Employer



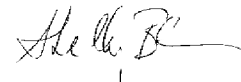
For the Union



For the Employer

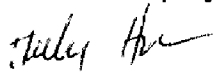


For the Union



For the Employer

For the Union



For the Employer



# Letter of Understanding #6

Bruce Grey Child and Family Services  
And  
CUPE Local 5058

## RE: Union Activity on the Employer Premises

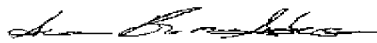
The parties agree to the following:

1. The Union Executive may use the Employer's photocopiers. The Union will track the number of copies and report this to Finance on a quarterly basis. The employer will provide an invoice and bill at the rate of \$0.01 per black and white copy and \$0.06 per colour copy, per page.
2. The Union may use the employer premises to hold monthly Union related meetings. These meetings will not interfere with the regular duties of the employees attending. The Employer is not responsible to provide coverage, mileage or pay for the time required to hold the meetings.
3. The Union may use the employer's email to send notices to the membership only. The Employer's email should not be used as a method of dialogue amongst the membership.
4. The Union may utilize the Employer video conferencing equipment to conduct Union related meetings.

Signed this 23rd day of November, 2022.



For the Union



For the Union



For the Union

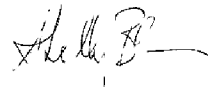
For the Union



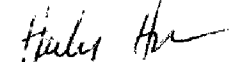
For the Employer



For the Employer



For the Employer



For the Employer