



**COLLECTIVE AGREEMENT**

**BETWEEN**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

April 1, 2023 – March 31, 2026

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## **ARTICLE 1 – PURPOSE AND COVERAGE**

- 1.01 Whereas it is the desire of the Employer and the Union to promote efficient service to the public in accordance with the *Child Youth and Family Services Act, R.S.O. 2017*, as amended from time to time. Both parties agree that for such purposes it is essential to maintain a harmonious relationship between the Employer and employees; to promote and provide channels and opportunities for full participation in developing Agency programs and policies affecting its employees; to promote the well being and security of all employees represented by the Union; and to provide procedures for the equitable and amicable settlement of any differences or grievances which might possibly arise.
- 1.02 This Agreement shall apply to all employees of the Huron-Perth Children's Aid Society employed in the Counties of Perth and Huron, save and except supervisors, persons above the rank of supervisor, Executive Assistant and Senior Executive Assistant to the Executive Director, persons employed in positions not elsewhere listed who are employed in a confidential capacity in matters relating to labour relations, and students employed during the school vacation period.
- 1.03 Any Collective Agreement reference to the Executive Director shall be deemed to include an individual to who the Executive Director has delegated certain functions, as may occur from time to time. The Union will be advised of such delegations.
- 1.04 The Employer and the Union agree to conduct their affairs in accordance with the Human Rights Code, as amended and further agree there shall be no harassment or discrimination on the basis of any prohibited grounds as defined in the code.
- 1.05 All non-binary pronouns referenced in this agreement shall be deemed to include all genders.

## **ARTICLE 2 – UNION RECOGNITION AND SECURITY**

- 2.01 The Employer agrees to recognize the Canadian Union of Public Employees and its Local 1427 as the sole collective bargaining agent for all employees covered as above in Clause 1.02, in respect to hours of work, salaries and working conditions, and any matters pertaining to this Agreement.
- 2.02 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if they wish to do so and may refrain from becoming a member of the Union if they so desire.

- 2.03 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 2.04 The Employer shall deduct each month from the pay of each employee covered under this Agreement a sum equal to the regular monthly Union dues of a member. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will remit to the Union once each month the amount of dues deducted under this clause, together with a list of the names of the employees from whom such deductions have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 2.05 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of their membership or non-membership, their activity or their lack of activity in the Union and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
- 2.06 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director.
- 2.07 Upon request from the Union, but not more than twice per calendar year, the Employer will provide the Union with an electronic spreadsheet containing the following information pertaining to members of the bargaining unit.
- (a) employee name;
  - (b) employee job classification;
  - (c) employee home address on file;
  - (d) employee personal email address on file;
  - (e) employee personal phone number on file.

### **ARTICLE 3 – COMMITTEES AND STEWARDS**

#### **3.01 Negotiating Committee**

The Negotiating Committee shall consist of up to four (4) representatives of the Union, including the CUPE National Representative and up to four (4) representatives of the Employer, and may include the Executive Director.

#### **3.02 Employee-Employer Relations Committee**

The Employee-Employer Relations committee shall consist of up to three (3) representatives of the Union and up to three (3) representatives of the Agency. The Committee shall meet at least once per quarter. It is

understood that the Committee shall have no authority to discuss grievances or to negotiate amendments to the existing Collective Agreement. Items for discussion are to be submitted one week in advance of the meeting. The chairing and recording of the meeting shall alternate between the parties.

- 3.03 The Union acknowledges that Stewards, members of committees, and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate manager and such permission shall not be unreasonably withheld. When resuming regular duties, they shall report back to their immediate manager and shall give any reasonable explanation, which may be requested with respect to the length of absence.
- 3.04 Where meetings involve employees and the Employer, employees shall be considered as being on duty and entitled to all remuneration for on duty status for such hours lost during regular working hours.
- 3.05 The privilege of such representatives to leave their work without loss of salary for the purpose of meeting with the Employer shall be granted on the following conditions:
- (a) Such business must be between the Union and the Employer.
  - (b) The time shall be devoted to the prompt handling of the said business.
  - (c) The representative concerned shall obtain the permission of their immediate manager before leaving their work. Such permission shall not be unreasonably withheld.
  - (d) The Employer reserves the right to limit such time if the time so taken is unreasonable.
  - (e) Employees dealing with grievances will suffer no loss of pay for time spent in meetings with the Employer during regular working hours up to the time that the grievance is referred to arbitration.
- 3.06 Representatives of the Union shall suffer no loss of pay when required to leave their employment temporarily in order to carry on negotiations for a renewal Collective Agreement with the Employer, providing they receive permission from their immediate manager pursuant to paragraph 3.03 hereof.
- 3.07 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the

Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its management or other personnel with whom the Union may be required to transact business.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, suspend, discipline or discharge any employee for just cause provided that a claim by an employee, who has acquired seniority, that there has been a violation of this Agreement, may be the subject of a Grievance and Arbitration Procedure and dealt with as hereinafter provided.
- 4.02 The Union further recognizes the right of the Employer to operate the Agency in all respects in accordance with its commitments, obligations, and responsibilities to the public at large and in accordance with its responsibilities under the *Child Youth and Family Services Act*. The right to decide on the number of employees needed by the Employer at any one time, the right to decide job content for the most productive service, the right to make assignments and transfer assignments of any employee are solely and exclusively the responsibility of the Employer, except as specifically limited by the expressed provisions of this Agreement.
- 4.03 The Employer has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that any change or amendment may be discussed with the employees prior to implementation. A copy of such rules and regulations as amended from time to time, shall be sent to the President of the Union. The Employer agrees that any such rules and regulations shall not conflict with the provisions of this Agreement.
- 4.04 The Employer shall not exercise its rights in an unfair or in an arbitrary manner.

#### **ARTICLE 5 – MANAGEMENT GRIEVANCES**

- 5.01 It is understood that the Management may submit to the Union any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to a representative of the Union whereupon it shall be discussed at Step No. 3 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 6.07.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 It is the mutual desire of the parties that complaints of the employees shall be adjusted as quickly as possible and it is understood that any employee may present an oral complaint at any time, without resorting to the grievance procedure herein. An employee shall have the right to the assistance of a Steward, if they choose, when presenting a complaint concerning discipline that has been imposed.
- 6.02 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that they have been discharged or disciplined without just cause.
- 6.03 No grievance or complaint shall be considered:
- (a) which usurps the function of the Employer as set out in Article 4 hereto;
  - (b) where the circumstances giving rise to it occurred or originated more than ten (10) working days before the grievance was first raised with the employee's manager; in the case of a grievance involving computation of pay, the grievance shall be filed within ten (10) working days after receipt of pay;
  - (c) until the employee has first given their immediate manager an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate manager.
- 6.04 If the employee has presented the complaint to their immediate manager in accordance with Article 6.03 and such complaint is not settled to the satisfaction of the employee concerned, the employee may file a written grievance and the following shall be the procedure in processing and handling of grievances:

### **STEP NO. 1**

The employee shall present their grievance in writing to their immediate manager within five (5) working days after they have received the verbal reply of the manager in Article 6.03. The five (5) days referred to in this article shall follow the time limits referred to in Article 6.03. The employee shall have the assistance of a Steward if they so desire. A written decision shall be given to the employee concerned within five (5) working days. If the settlement is not satisfactory to the employee, the next step in the grievance procedure may be taken within five (5) working days after the written decision has been given to the employee. The time limits may be extended by mutual agreement of the Union and the Employer.

## **STEP NO. 2**

The aggrieved employee may submit their grievance, in writing, to the Executive Director or their designate, who will hold a meeting within five (5) working days, or at such other time as is mutually agreed upon by the parties, with the grievor to discuss the grievance. The aggrieved employee may have the assistance of a member of a Steward if she so desires, and a representative of the Union. The Executive Director or their designate shall give their decision in writing within five (5) working days from the date of the meeting. The time limits may be extended by mutual agreement of the Union and the Employer.

If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 6.08 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 2. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.

6.05 Where a dispute involving a question of general application or interpretation of this Agreement occurs, where an employee has been discharged, or where a group of employees or the Union has a grievance, the grievance shall be initiated at Step 2 of the grievance procedure.

6.06 Any step of the grievance procedure may be waived by mutual agreement in writing between the Employer and the Union.

### **6.07 Grievance Mediation**

Prior to referring the grieved matter to Arbitration, either party may request that the dispute be submitted to a mutually agreeable mediator to attempt an amicable resolution. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made in accordance with Article 6.08 from the date mediation was held. The parties shall share the expense of the mediator jointly.

### **6.08 Arbitration**

When either party decides that a grievance as defined in Article 6 which has been properly carried through all the requisite steps of the grievance procedure outlined in Article 6 and which has not been settled or abandoned, it may be submitted to arbitration. The party submitting the matter to arbitration shall make such request in writing within ten (10) working days of the written response under Step No. 2, addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an

arbitrator and notify the party originating the request.

- 6.09 The two arbitrators so nominated shall within five (5) working days attempt to select, by agreement, a Chair of the Board of Arbitration. If they are unable to agree on such a Chair, within a further period of five (5) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a Chair. These time limits may be extended by mutual agreement of the nominees.
- 6.10 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.
- 6.11 Notwithstanding the provisions of Article 6.07, 6.08, and 6.09, a single arbitrator may be appointed by mutual agreement between the parties.
- 6.12 All time limits provided for in this Article 6 may be extended by written, mutual consent of the parties to the Agreement.
- 6.13 The Board of Arbitration 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.

## **ARTICLE 7 – SENIORITY**

7.01

- (a) Seniority is defined as the length of service in the bargaining unit.
- i. Seniority shall be used in determining preferences or priority for transfers, promotion, demotions, layoffs and recall.
  - ii. Seniority shall be the deciding factor in such decisions where performance, ability and qualifications are equal.
- (b) For seniority purposes, the length of service is calculated in accordance with the following employee categories:

| <b>Employee Category</b>                                                                      | <b>Seniority Accrual</b>                                               |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Full Time: Employees regularly scheduled to work 35 hours per week                            | One year of employment equals hours worked to a maximum of 1820 hours  |
| Part Time: Employees regularly scheduled to work 17.5 hours to a maximum of 34 hours per week | Hours worked to a maximum of 1820 hours per year of credited seniority |
| Casual: Employees who work on an as                                                           | Hours work to a maximum of 1820                                        |

|                                                                              |                                                                                                                                    |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| needed basis to a maximum of 24 hours per week                               | hours per year of credited seniority                                                                                               |
| Temporary Full Time Employees: Employees hired in accordance with Article 26 | Hours worked to a maximum of 1820 hours per year of credited seniority                                                             |
| Emergency After Hours Service Employees (EAHS Employees)                     | Hours worked during a call out or as otherwise required by their manager to a maximum of 1820 hours per year of credited seniority |

7.02

- (a) Newly hired employees, including those who have been Authorized previously, shall be considered on a probationary basis for a period of six months (6) (130 working days) from their date of hire. Full time Administrative Support Staff shall continue to be eligible for benefits after three months (65 working days) and clause 13.02 shall be interpreted accordingly.
- (b) Newly hired employees who have not been Authorized shall complete a nine (9) month probation period.
- (c) All employees who have successfully completed a contract shall have that time credited towards their probationary period.

7.03 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. After the completion of the probationary period, seniority shall be effective from the original date of hire. Upon attaining permanent status, this effective date shall apply to an employee's hire date under Article 26 Temporary Contracts of Employment provided their service is continuous between contract and permanent status. Service shall be deemed continuous under this clause only where the Employee obtains a permanent position while actively performing services under a temporary contract.

7.04 The probationary period of an employee may be extended if there is mutual agreement, between the Employer, the Union and the employee. Any extension shall be in writing to the employee and the Union, and shall specify the length of the extension.

7.05

- (a) Seniority shall be retained and accumulate when an employee is absent from work under the following circumstances:
  - i. when in receipt of illness allowance;
  - ii. approved leave of absence with or without pay up to a period

of three (3) months in any calendar year unless otherwise provided in this Agreement;

- iii. when in receipt of benefits under the *Workplace Safety and Insurance Act*;
  - iv. when on service for the Canadian Armed Forces to the extent required by the laws of the Government of Canada or when on service for the Canadian Armed Forces during a World War;
  - v. while on approved education leave of absence;
  - vi. during the period of any leave outlined in the *Employment Standards Act, 2000*.
- (b) Seniority shall be retained, subject to paragraph (a) hereof, only when an employee is absent from work under the following circumstances:
- i. layoff for the period of an employee's seniority up to a maximum of twenty-four (24) months;
  - ii. approved leave of absence with or without pay.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when:
- i. They resign for any reason
  - ii. They retire or are retired
  - iii. They are discharged and not reinstated through the grievance procedure
  - iv. They are absent from work without permission for three (3) or more than three (3) consecutive working days, unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employees' control.
  - v. They fail to report for work at the expiration of an approved leave of absence without reasonable justification, satisfactory to the Employer.

- vi. They are absent for a period of twenty- four (24) months for any other reason, notwithstanding paragraphs (a) and (b) hereto
- vii. They fail to respond to a recall to work to their last known address or phone number on the Employer's records. Confirmation of recall shall be sent by registered mail to the employee. The onus is on the employee to inform the Employer of their current address and telephone number.

7.06 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on the bulletin board within one (1) month of the signing of this Agreement and by March 1st of each year following.

An employee who wishes to challenge their seniority date shall present proof within thirty (30) working days from the date their name first appears on a seniority list or within thirty (30) working days from the date that their seniority standing is adjusted as per Article 7. Failing such a challenge their seniority date shall be deemed correct as contained on the Employer's records for all service prior to the date of the seniority list. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.

In the event the employee is not at work when the list is posted they must object to their seniority date within thirty (30) working days from the date they return to work.

7.07 It shall be the duty of each employee to notify the Employer promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

## **ARTICLE 8 – LAYOFF AND RECALL**

8.01 A layoff shall be defined as:

- i. a reduction in the work force or;
- ii. a reduction in the regular hours of work that is expected to last more than three (3) months.

8.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within their job

classification. An employee about to be laid off may bump any employees with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

- 8.03 Employees shall be recalled in order of their seniority provided the employee is qualified to perform the work.
- 8.04 New employees shall not be hired until those laid off have been given an opportunity of recall. An employee on recall shall notify the Employer of their intention to return to work within one (1) week from the date of notice and shall report to work within thirty (30) days. The thirty (30) day time limit may be extended by the Executive Director if requested by an employee.
- 8.05
- (a) Unless legislation is more favourable to the employee, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. The Employer will meet individually with all first round lay off employees prior to any notices being posted. The Employer may then post a notice in the workplace setting out the name, seniority, job classification and proposed effective date for all employees or any of the potentially affective employees. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.
  - (b) The Union shall be notified in advance of any pending layoffs within the bargaining unit.
- 8.06 Any member of the bargaining unit who is recalled to fill a temporary full-time position shall have all rights under the Collective Agreement, including Schedule "A". A member of the bargaining unit who is recalled to fill a temporary part-time position of less than twenty-one (21) hours per month shall not accumulate any service or seniority for any purpose under the Collective Agreement and shall not extend their recall rights by the period of time that they were recalled. An employee shall not forfeit their recall rights by refusing a temporary part-time position of less than twenty-one (21) hours per month.
- 8.07 Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.
- 8.08
- i. The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would

impact the job security of bargaining unit members.

- ii. The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.
- iii. The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

9.01 When the Employer has decided to discipline an employee by means of a formal written letter (for clarity, this does not include counselling or non-disciplinary meetings), an employee called to appear before the employer shall be accompanied by a representative of the Union if they so desire. The Union shall be provided with a copy of such letter. The employee shall be informed prior to the meeting that a Union representative may be present at the meeting.

9.02 In the event that an employee who has attained seniority is discharged and the employee feels that an injustice has been done, the case may be taken up as a grievance if a written statement of such grievance is lodged with the Executive Director within ten (10) working days after the employee is notified in writing of their discharge. Such grievance shall be taken up at Step 2 of the grievance procedure.

9.03 If the Employer is conducting an investigation into allegations made against an employee by a service user, the employee shall be advised of the nature of the allegations at the start of the meeting with the employee. In the event that the employee is suspended during the investigation the employee will be suspended with pay during the first forty-five (45) days immediately following the commencement of such suspension. After such period, the employee's status will be converted to an unpaid administrative leave until the Employer determines otherwise.

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

9.04 An employee who has not completed their probationary period may be discharged without just cause and at the sole discretion of the Employer.

## **ARTICLE 10 – LEAVE OF ABSENCE**

10.01 For the purpose of this Agreement, a "leave of absence" is an authorization for an employee to be absent from work for a period of time, which has been approved by the Employer. Employees absent on unpaid Union leave or education leave will not accumulate any vacation credit or service for movement along the wage grid or service for any other purpose under this Agreement during the period of the leave.

### **10.02 Bereavement Leave**

When a death occurs in the current immediate family of an employee, they shall be granted a leave of absence from their regular working day without loss of pay as follows:

- i. five (5) working days for the employee's spouse, parent, step parent, parent-in-law, foster parent, brother, sister, child, step child, foster child, ward and / or guardian or former guardian;
- ii. three (3) working days for the employee's brother-in-law, sister-in-law, and grandparent;
- iii. one (1) working day for the employee's grandparent-in-law, aunt, uncle, niece and nephew.

These leaves of absence will be granted for the purpose of the employee arranging and/or participating in services for the deceased.

### **10.03 Full-time Union Leave**

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office. The Union shall reimburse the Employer for the cost of maintaining the employee's pay pension and benefits during such leave.

### **10.04 Union Leave**

It is agreed that any employee covered by the Agreement, who is an officer of the Union, will be given every consideration to make it possible to attend all Union meetings, conventions, conferences and educationals, providing there is no additional expense to the Employer and that mutual arrangements have been made for their period of duty. The Employer will keep the employee whole with respect to wages and benefits and the Union will reimburse the Employer for the full cost of the wages and benefits.

#### 10.05 **Personal Leave**

The Employer may grant leave of absence without pay, if the employee requests it in writing from the Employer, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Agency, provided that if such leave is for a period in excess of three (3) months, except as otherwise provided in this Agreement, the employee will only be returned to employment when a position for which they are qualified becomes open.

#### 10.06 **Court Leave**

- (a) The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness. The employee shall present proof of service and the amount of pay received.
- (b) An employee who is subpoenaed to attend court as a witness in any matter arising from their employment duties shall receive regular pay for such day, less any attendance fees. Where the employee only attends court for a partial day, they shall resume regular duties for the balance of their shift.
  - i. Where such employee is absent on a leave due to illness or injury and must attend court during such absence, the employee will receive regular pay for such day, less any income replacement benefits paid for such day.
  - ii. The Employee shall be reimbursed for mileage, parking and meals upon submission of receipts, less what was provided for such attendance by a third party. Eligibility of reimbursement for meals will be determined by the Employer's policy.
  - iii. Where such employee is absent on vacation and must attend court during such period, the employee will be granted the equivalent time off in lieu following the leave or be paid for the time spent in court and in preparation for court, as directed by their manager.

#### 10.07 **Education Leave**

- (a) An employee may be granted an unpaid Education Leave for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special

preparation is needed to enable them to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- (b) The Employer will give consideration to requests for tuition reimbursement for Employer approved, work related, courses. The employee will submit their request, at least three (3) months prior to the date enrolment in the course is required, to the Executive Director, who will render their decision prior to the employee enrolling in such course within one (1) month of such request being made.
- (c) As a condition to the granting of Education Leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
  - i. fails to complete the course;
  - ii. does not resume employment with the Employer on completion of the course; or
  - iii. ceases to be employed before termination of the period they have undertaken to serve after completion of the course; they shall repay the Employer all amounts paid to them under this clause during the Education Leave or such lesser sum as shall be determined by the Employer.
- (d) When the employee returns to work upon expiration of an Educational Leave of absence they shall be provided with a position at the wages for their classification.
- (e) All agreements and conditions of Education Leave shall be written and mutually agreed upon by the Employer, the employee, and the Union before they become effective. Recognition of additional training or education will be mutually agreed upon by the Employer, the employee and the Union prior to any approved training or education taking place. Such recognition, if approved, shall be given to the employee in writing.

#### **10.08 Compassionate Leave**

Employees may request compassionate leave of absence with pay, and that request may be granted if in the opinion of the Executive Director the request is reasonable.

**10.09 Inclement Weather**

An employee shall not lose any regular wages if sent home or if the office is closed as a result of a snow storm, ice storm, tornado, flood, fire or other unforeseen act of nature.

**10.10 Notification of Leave of Absence**

The Employer will notify the Union of any leave of absence. Upon request by the Union, the Employer and the Union will meet within one (1) week after the leave of absence has been granted to discuss if a temporary employee is required. The Employer shall then inform the Union of its decision concerning the hiring of a temporary employee.

**10.11 Temporary Employees**

A temporary employee shall not be hired to replace a member on leave if there are members of the bargaining unit on layoff who are qualified to perform the duties of the vacant position. Any qualified member on layoff, not including any probationary employee who has been terminated or discharged, shall be given the opportunity to fill the position.

**10.12 Public Office Leave**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow an unpaid leave of absence without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.

An employee who is elected to public office shall be allowed an unpaid leave of absence without loss of seniority during their term of office.

Parties agree that benefits cease during Public Office Leave and Education Leave. They continue during Full Time Union Leave.

**10.13 Personal Leave Day**

Each full-time employee will be allowed two (2) personal leave day per year to be used for family emergencies or personal appointments. Each part-time employee will be allowed the pro rata equivalent for the same purpose.

**10.14 Benefits During Unpaid Leave**

Eligibility for benefits cease during any discretionary unpaid leave of absence, except as otherwise required pursuant to the *Employment Standards Act, 2000*. Coverage shall resume for such employee on the day they return to active employment.

#### 10.15 Statutory Leaves of Absence

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

### **ARTICLE 11 – FOUR YEARS OVER FIVE PLAN**

#### 11.01 **Description**

The Four Years Over Five Plan has been developed to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.

#### 11.02 **Application**

An employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. The Employer may limit the number of employees to two (2) per year and seniority shall be the deciding factor when some of the applicants have been denied.

#### 11.03 **Payment Formula and Leave of Absence**

1. In the first four (4) years, an employee will be paid eighty percent (80%) of their regular salary and applicable allowances. The remaining twenty percent (20%) of salary and allowances will be deposited in a bank where a savings interest rate may be obtained. The total amount of that bank account shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
2. Employees' benefits will be maintained by the Employer during their leave of absence.
3. The leave of absence shall be taken only in the fifth (5th) year of the plan unless agreed upon otherwise by the Employer and employee. The employee shall accumulate seniority during leave of absence under this plan.

#### 11.04 **Terms of Reference**

1. On returning from leave, an employee shall be posted to a similar position to that which they held immediately prior to going on leave, and shall be paid in accordance with the then existing Schedule "A".
2. In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest will be returned to the employee or the employee's estate.
3. Should the Employer and the employee agree to defer the leave of absence for any reason the money will continue to accumulate interest until the leave is taken.
4. Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
5. An employee may withdraw from the Plan any time up to two (2) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest will be paid to the employee within sixty (60) days of notification of their desire to leave the Plan.
6. The employee shall not be entitled to vacation credits during their leave of absence.
7. The employee shall not be paid for sick leave during their leave of absence.

### **ARTICLE 12 – PREGNANCY AND PARENTAL LEAVE**

#### 12.01 **Pregnancy Leave**

A pregnant employee who has been employed for at least thirteen (13) weeks is entitled to a pregnancy leave of absence without pay and without loss of seniority for up to seventeen (17) weeks. The employee shall provide written notice of the date the leave is to begin and the date it is to end and shall provide a certificate from a qualified medical practitioner stating the expected birth date. If the employee wishes to return to work on an earlier date, the employee must give the Employer four (4) weeks written notice prior to the date of return.

#### 12.02 **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks is

entitled to a parental leave of absence without pay and without loss of seniority. The length of the leave for an employee entitled to pregnancy leave is up to sixty-one (61) weeks and for an employee not entitled to pregnancy leave is up to sixty-three (63) weeks. The employee must provide two weeks written notice of the date the leave is to begin unless the child comes into the custody, care or control of the parent for the first time sooner than expected and written notice of the date the leave is to end.

The leave must begin no sooner than the birth of the child or the coming of the child into the custody, care or control of the parent for the first time and no later than seventy-eight (78) weeks after the child was born or comes into the custody, care or control of the parent for the first time. The parental leave of an employee who takes pregnancy leave must begin at the end of the pregnancy leave. An employee, who wishes to return to work on a different date than given in the notice above, must provide at least four (4) weeks notice prior to the date the employee wishes to return to work.

- 12.03 During either pregnancy or parental leave outlined in Articles 12.01 and 12.02, when the employee qualifies for Employment Insurance, the Employer will pay the employee an amount equal to the difference between seventy-five (75%) of their regular weekly salary and the amount they receive from Employment Insurance for a maximum of 13 weeks.

The top-up shall not exceed the difference between seventy-five percent (75%) of the employee's normal weekly earnings that they were receiving on the last day worked prior to the start of the leave, and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act, 1996.

- 12.04 An employee returning to work following a pregnancy leave or a parental leave will be placed in a position consistent with the seniority provisions of this Agreement.

An employee absent on pregnancy or parental leave is entitled to continue in any benefit plans as long as the employee continues to pay their share of any applicable premiums.

The period of pregnancy or parental leave shall not be included when determining whether the employee has completed any probationary period of employment.

- 12.05 The Employer will pay an amount equal to the employee's EI weekly maternity benefit during the waiting period applicable pursuant to the *Employment Insurance Act, 1996*.

## **ARTICLE 13 – SICK LEAVE, LONG TERM DISABILITY AND BENEFITS**

- 13.01 Attached hereto and forming part of this Collective Agreement is Schedule "B" regarding sick leave and long term disability insurance.
- 13.02 The Employer shall pay the cost of premiums of the following benefits for all full-time employees who have passed their probationary period which shall be subject to the terms and conditions of the governing master insurance policies, copies of which shall be provided to the Union, in the percentages indicated:
- (a) 100% of the present hospital and life insurance benefits;
  - (b) 100% of the Major Medical Insurance Plan; Effective January 1, 2021, mandatory generic drug substitution for prescription drugs unless the prescribing physician directs that there shall be no generic drug substitution and a dispensing fee reimbursement cap of \$8.00 per eligible prescription.
  - (c) 100% of the Optical Plan; - \$300.00 per 24 months with an option of including the cost of eye exams.
  - (d) 80% of the Preventative Basic Dental Plan - add periodontic and endodontics in accordance with the terms of the plan, maximum benefit per tooth \$500.00 Effective upon Ratification dental benefits payable will be based on the current ODA fee schedule Major Restorative benefit at a 50% reimbursement rate to a maximum reimbursement of \$600.00 every 12 months.
  - (e) The Employer agrees to discuss with the local Union any proposed changes in carriers of any of the insured plans prior to making a change. The Employer shall ensure that it maintains equal benefits if it changes carriers.
- 13.03 The Employer agrees to continue to provide pension benefits in accordance with the O.M.E.R.S. Plan.
- 13.04 Part-time employees working less than thirty-five (35) hours per week shall receive one dollar (\$1.00) per hour, in lieu of those benefits outlined in Articles 13.01, 13.02 and 13.03. This amount shall not be used in calculating overtime, vacation pay, statutory holiday pay, etc. A part time employee hired after ratification who participates in the O.M.E.R.S. Plan shall forfeit entitlements to the hourly premium in lieu of benefits.

**13.05 Retirement**

An employee with more than ten years of service with the Employer who retires on a pension plan after age 55, but prior to age 65, will be allowed to continue on the Employer's Extended Health and Dental benefit plans to age 65, provided the employee pays the full cost of the premiums for the benefit plans.

**13.06 Wellness Strategy**

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

Therefore, a Health Care Spending Account ("HCSA") will be provided annually from April 1 to March 31 each year for the duration of this agreement to a maximum of \$1,000.00 per year.

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

- i) Have one year roll-over consistent with CRA rules may be accumulated in a health spending account.
- ii) Facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules.
- iii) Be administered by the respective Employers benefits providers in accordance with the terms and conditions of their plans.
- iv) Be subject to CRA rules and requirements, including this definition regarding eligible expenses, attached hereto as "Appendix A". The HCSA is not applicable to EAT-IS, Casual, and Temporary employees hired in accordance with Article 26.

The HCSA is not applicable to EAHS, Casual, and Temporary employees hired in accordance with Article 26.

**13.07 All changes to benefit coverage shall be effective on the first of the month following ratification and in any case not later than ninety (90) days following the date the Union ratifies.**

## **ARTICLE 14 – HEALTH AND SAFETY**

14.01 The Employer, Union and Employees recognize their mutual obligations to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour;
- Prevent and/or report and respond to incidences of workplace violence;
- Comply with Employer policies relating to health and safety in the workplace, including the Violence Free Workplace Policy, dated November 2022 and as may be amended from time to time following consultation with the Union;
- Comply with employer policies relating to health and safety in the workplace, including the Violence Free Workplace Policy, dated November 2022 and as may be amended from time to time following consultation with the Union;
- Comply with all duties and responsibilities under the Occupational Health and Safety Act and the Human Rights Code, as may be amended from time to time.

14.02 The Employer and the Union agree to abide and adhere to the applicable standards set out in the Occupational Health and Safety Act as amended from time to time including provisions regarding refusal to work, workplace violence and harassment, and employer obligations.

14.03 A joint Health and Safety Committee shall be maintained and composed as per the criteria outlined in the *Occupational Health and Safety Act*. One Management and one Union representative at each site will be certified in accordance with the requirements of the *Occupational Health and Safety Act* at the employer's expense.

14.04 It is the function of the Joint Health and Safety Committee, or Committees where more than one is statutorily required to:

- i. identify situations that may be a source of danger or hazard to employees;
- ii. recommend to the Employer implementation of programs, measures and procedures and training pertaining to health and safety and workplace violence;

- iii. review all incident reports including violent incident reports and any other employee concerns with a view to making recommendations to improve the safety and health of the workplace; and
- iv. recommend changes to the Workplace Violence Prevention policy and procedure which may be amended from time to time.

14.05

- (a) The Employer and the Union jointly recognize the particular safety issues inherent in the provision of services to some clients. Staff are encourage to identify safety risk situations proactively and promptly to their Supervisor/Manager 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 prevention measures.
- (b) All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee and the President of the local shall be notified within a reasonable time period, though not more than three (3) business days of the incident and reported pursuant to the Employer's Incident Report Form. Urgent circumstances may require employees to first immediately report an incident verbally to their supervisor.

14.06 The Employer agrees to establish and maintain preventative measures and procedures to reduce the likelihood of violence in the workplace and to ensure the implementation of training programs about dealing with violence. This provision does not preclude an employee from exercising their rights under the *Occupational Health and Safety Act* including provisions regarding refusal of work.

14.07 The Employer agrees to develop and maintain a Violence Prevention Policy that will be amended from time to time, and as required to ensure compliance with the *Occupational Health and Safety Act* and these amendments will consider and may include recommendations from the Joint Health and Safety Committee.

14.08 The Employer shall reimburse an employee, who provides satisfactory proof, for loss or damage of personal property, including clothing, eyeglasses and watches, in the event such property is damaged by a client while the employee is performing their assigned duties.

## **ARTICLE 15 – WORKPLACE SAFETY AND INSURANCE BENEFITS**

- 15.01 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Safety and Insurance Board as compensable within the meaning of the *Act*, shall receive from the Employer the difference between the amount payable by the Workers' Safety and Insurance Board and their regular net salary.
- 15.02 An Employee may access uninsured sick leave credit, subject to the terms and conditions of the applicable Employer policies and/or collective agreement, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, the advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

## **ARTICLE 16 – VACATIONS**

- 16.01 Vacations with pay shall be granted in accordance with the following: vacation periods, calculations of pay, continuous service, and pay distributions shall be based on the vacation fiscal year. The vacation fiscal year shall be from July 1st to June 30th.
- 16.02 Employees who have not completed a full year of employment by June 30th of any year shall receive such vacation as proportionate to the length of time that they have worked during the vacation fiscal year, as determined by Article 16.03.
- 16.03 Full time employees shall be entitled to the following vacation periods:
- i. After completing 1 year of service the employee shall receive 21 days of vacation;
  - ii. After completing 5 years of service the employee shall receive 26 days of vacation;
  - iii. After completing 15 years of service the employee shall receive 31 days of vacation;
  - iv. After completing 25 years of service the employee shall receive 36 days of vacation.

- 16.04 All deductions normally made from an employee's pay shall be made from vacation pay.
- 16.05
- (a) An employee on cessation of employment prior to completion of one (1) year of service shall receive such vacation pay as they are entitled under the *Employment Standards Act*.
  - (b) An employee with one (1) year or more of service, terminating their employment at any time in their vacation year, before they have used their full vacation entitlement, shall be entitled to a proportionate payment of salaries or wages in lieu of such vacation.
- 16.06 Vacation pay for all part-time employees will be based on the percentage of remuneration dependent on length of service.
- 16.07 Vacation schedules shall be subject to the approval of the Executive Director.

#### **ARTICLE 17 – PAID HOLIDAYS**

- 17.01 The Employer shall recognize the following paid holidays under this Agreement:

|                     |                  |
|---------------------|------------------|
| New Year's Day      | Civic Holiday    |
| Family Day          | Labour Day       |
| Good Friday         | Thanksgiving Day |
| Easter Monday       | Remembrance Day  |
| Victoria Day        | Christmas Day    |
| Canada Day (July 1) | Boxing Day       |

Last working day before Christmas Day  
Last working day before New Year's Day

- 17.02
- (a) To be eligible for paid holidays recognized in Article 17.01 a full-time employee shall:
    - i. perform work during the payroll period in which the holiday is observed and
    - ii. shall work as scheduled or assigned on their last work day scheduled prior to and their first scheduled work day following the holiday, except when absent due to verified illness or other approved absence.

- (b) To be eligible for paid holidays recognized in Article 17.01, a part-time employee shall work as scheduled or assigned on their last work day scheduled prior to and their first scheduled work day following the holiday, except when absent due to verified illness or other approved absence.

17.03

- (a) An eligible full-time employee who is not required to work on one of the holidays set out in 17.01, shall suffer no reduction in their salary by reason of the occurrence of the said holiday.
- (b) An eligible part-time employee who is not required to work on one of the holidays set out in Article 17.01 shall be paid holiday pay equivalent to the amount of salary paid in the four weeks immediately prior to the holiday divided by 20.

17.04 If a paid holiday falls or is observed during a full-time employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.

17.05 When any of the paid holidays, as set out in this Article, fall on other than a regular working day, the Employer shall designate either the preceding Friday, or the following Monday, as the day upon which the said paid holiday shall be celebrated.

## **ARTICLE 18 – TRANSPORTATION ALLOWANCE AND VEHICLE EXPENSES**

18.01

- (a) Employees who are required to use their personal car for business on behalf of the Employer shall be allowed compensation for all kilometres necessarily travelled on normal business for the Employer at the rate of fifty-eight cents (\$0.58) per kilometre upon ratification. Such employees shall be reimbursed for the lesser of the total kilometres from their home to the work assignment or from their Agency office to the work assignment.
- (b) The Employer shall provide at its expense, an emergency first aid kit to those employees required to carry infants and toddlers in their personal vehicles. This kit will be provided once only to employees, although the Employer will replenish the kit where it is depleted in the course of employment.

18.02 **Vehicle Insurance**

The Employer will reimburse the employee up to a maximum of \$75 per fiscal year, for the actual cost of amending from Personal use automobile

insurance with \$1,000,000 third party liability coverage to Business use automobile insurance with third party liability coverage of \$2,000,000 including accident benefits, collision and comprehensive upon submission of satisfactory proof of coverage and expense.

- 18.03 Employees required to carry infants and toddlers must provide a bolt for attachment of the infant and toddler seats where required. The Employer shall reimburse the employee for the cost of seat bolt installation as well as the seats. As an alternative, the Employer will arrange and pay the actual cost for the installation of the bolt and the seats.

## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

### 19.01

- (a) The normal work week shall consist of five (5) days of seven (7) hours from Monday to Friday inclusive, from 8:30 a.m. to 4:30 p.m., for a total of thirty-five (35) hours per week, subject to Article 19.03.
- (b) Emergency After Hours Service Workers, Access Supervisors, One to one Support Workers, and Child and Youth Workers may be required to work outside the normal hours of work as specified in Article 19.01.

- 19.02 Employees are entitled to one (1) hour unpaid for lunch each day.

- 19.03 Flexible working hours may be arranged for individual employees when required to meet service users' service needs or employee needs. Such flexible hours shall be mutually arranged between the Executive Director or their designate, and the employee.

### 19.04

- (a) Employees who work in excess of their regular scheduled hours per week shall bank such time at straight time up to forty-four (44) hours per week. Hours worked in excess of forty-four (44) hours per week shall be banked at time and one half.
- (b) Employees who are required because of an emergency (which for this clause means working one and a half (1.5) hours or more beyond the end of the employee's shift without at least three (3) hours' notice) or are required to work on a holiday shall bank such time at the rate of time and one-half.
- (c) Employees shall be entitled to draw a maximum of thirty-five (35) hours from their compensatory time bank once per quarter, with no more than two (2) days consecutively per week. All time remaining

in such bank shall be paid out at the applicable rate at the end of each quarter.

## **ARTICLE 20 – SALARY RATES, JOB CLASSIFICATIONS AND ALLOWANCES**

20.01 Effective April 1, 2020 the classifications and salary scales set forth in Schedule "A" will be implemented.

April 1, 2023 – 3.0%

April 1, 2024 – 2.0%

April 1, 2025 – 2.0%

Retroactive adjustments to wages apply only to those employed by the employer on the date the settlement is ratified by the Union.

20.02 The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates established for such new positions shall be based on the rate structure herein.

20.03

(a) The Employer may hire a new employee at a rate higher than the starting rate of a classification set out herein, where the Employer considers previous experience warrants a higher starting rate.

## **ARTICLE 21 – EMERGENCY AFTER HOURS SERVICE**

21.01 The Employer will hire employees dedicated to provide Emergency After Hours Service ("EAHS Employees"). These individuals shall be primarily responsible for the entire EAHS cycle, including statutory holidays, as follows:

- i. Weekday Cycle shall be the time between Monday at 4:30 p.m. and Friday at 8:30 a.m. and scheduled on the basis of four (4) sixteen (16) hour shifts. When the office is closed on a weekday, there shall be an eight (8) hour shift during normal office hours.
- ii. Weekend Cycle shall be the time between Friday at 4:30 p.m. and Monday at 8:30 a.m. and scheduled on the basis of three (3) sixteen (16) hour shifts and two (2) eight (8) hour shifts.

21.02

- (a) EAHS Employees shall be compensated as follows:
- i. \$520.00 per Weekday Cycle (or \$130.00 per assigned shift);
  - ii. \$750.00 per Weekend Cycle (or \$150.00 per assigned shift);
  - iii. a bi-weekly payment equal to two percent (2%) of their bi-weekly earnings in lieu of all other forms of compensation and benefits;
  - iv. a bi-weekly payment as a percentage of their bi-weekly earnings as vacation pay in accordance with the Employment Standards Act, 2000;
  - v. a payment of \$150.00 where on call during a Paid Holiday in accordance with Article 17;
  - vi. Pay in accordance with hourly rate of a Child Protection Worker Class 1 salary in Schedule "A" when engaging in work related functions as directed by their manager; and
  - vii. transportation and vehicle expenses in accordance with Article 18.
- (b) EAHS Employees shall pay union dues and be covered by all terms and provisions of the Collective Agreement except Articles 10.02, 10.05, 10.06, 10.07, 10.08, 10.09, 10.010, 10.11, 10.12, 10.13, Article 11 – Four Years Over Five Plan, Article 12 – Pregnancy and Parental Leave, Article 13 – Sick Leave, Long Term Disability Plan and Benefits, Article 15 – Workplace Safety and Insurance Benefits, Article 16 – Vacations, Article 17 – Paid Holidays, Article 19 Hours of Work and Overtime, as well LOU – Workload. Such entitlements shall instead be determined solely in accordance with applicable legislation including the *Workplace Safety and Insurance Act, 1997* and the *Employments Standards Act, 2000*.

21.03

- (a) Employees including temporary and contract employees who are Authorized to perform EAHS duties will provide replacement where no EAHS Employees are available for such work on the following terms:

NOTE: "Authorized" means: authorized in accordance with the new pathway including satisfactory completion of required courses, hours of instruction and exit exam.

- i. Employees shall be offered the shifts based on seniority in their home office.
  - ii. Where there are insufficient volunteers, employees will be assigned on a rotational reverse seniority basis.
  - iii. Employees on an approved leave, including sick, vacation or bereavement leave shall not be offered, or required to work, EAHS shifts.
- (b) Employees who are assigned pursuant to (ii) above shall be paid 1.25 times the rate applicable to the EAHS shift worked. In addition, an employee shall be paid the employee's regular straight time rate, rounded to the nearest fifteen minute increment, for each occasion that the employee is authorized by the supervisor to go out to see a client during the EAHS period.

21.04 The employment of an EAHS Employee shall be terminated and such termination shall be deemed a termination under Article 7.05(c)(i) where the employee does not perform any work for the Employer within a period of six (6) consecutive months.

## **ARTICLE 22 – NO STRIKES, NO LOCKOUTS**

- 22.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout.
- 22.02 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 2 of Article 6.
- 22.03 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any disputes, which may arise between any other employer and the employees of such other employer.

## **ARTICLE 23 – CORRESPONDENCE**

- 23.01 All the correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director of the Huron-Perth Children's Aid Society or their designate and the President of the Union.

- 23.02 The Union shall be notified in writing of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment within seven (7) working days. The Union shall indemnify and save the Employer harmless with respect to the Employer's compliance with this article.

#### **ARTICLE 24 – NO OTHER AGREEMENTS**

- 24.01 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 25 – CASUAL WORKERS**

- 25.01 Access Supervisors and One to One Support Workers are employed on a casual basis to be used as on a required basis to perform the duties as set out by the Employer in its sole discretion.
- 25.02 The pay rate for such employees shall be the pay rate set out in Schedule A of the Collective Agreement. These casual employees shall move along the grid on the basis that 1,800 (eighteen hundred) hours worked is required to move from one level to another level on the grid.
- 25.03 Such employees shall be paid 8% of their regular wages on each pay in lieu of paid holidays and vacation.
- 25.04 In the event of layoff, these casual employees shall not be entitled to bump any employees covered under this collective agreement.
- 25.05 The employment of an employee shall be terminated and such termination shall be deemed a termination under Article 7.05(c)(i) where the employee does not perform any work for the Employer within a period of six (6) consecutive months.
- 25.06 Such employees shall be paid mileage in accordance with the provisions of the Collective Agreement.
- 25.07 Such employees shall receive the greater of three (3) times the minimum wage prescribed under the *Employment Standards Act, 2000* or pay for the hours worked on each call out scheduled. The guarantee applies only where the employee reports for work without being notified that their services were not required.

- 25.08 Casual employees shall pay union dues and be covered by all terms and provisions of the Collective Agreement except Article 10 – Leave of Absence; Article 11 – Four Over Five Year Plan; Article 12 – Pregnancy and Parental Leave; Article 13 – Sick Leave-Long Term Disability Plan and Benefits; Article 15 – Workplace Safety and Insurance Benefits; Article 16 – Vacations; Article 17 – Paid Holidays; Article 19 – Hours of Work and Overtime as well as Letter of Understanding on Workload. Such entitlements shall instead be determined solely in accordance with applicable legislation including the *Workplace Safety and Insurance Act, 1997* and the *Employment Standards Act 2000*.

## **ARTICLE 26 – TEMPORARY CONTRACTS OF EMPLOYMENT**

- 26.01 It is understood and agreed that the Employer may enter into temporary contracts of employment for a specified term of up to one (1) year/or 18 months for pregnancy/parental leaves. The remuneration for positions within the bargaining unit shall be in accordance with the wage schedules as set out in Appendix “A” of the Collective Agreement. The remuneration for positions outside the bargaining unit shall be as agreed upon by the Employer and the individual.
- 26.02 Such temporary contracts of employment will be used in circumstances where the job is for a project, definite term and/or task. The Employer agrees not to use such temporary contracts to displace permanent employees in the bargaining unit. The Employer agrees to post temporary contract positions so that employees within the bargaining unit may apply. The Employer shall not be obliged to post and employees cannot apply for any position of six (6) months duration or less.
- 26.03 It is agreed that such temporary contracts of employment may be entered into without regard to the provisions of the article relating to the filling of vacancies, except as outlined herein.
- 26.04 Persons on a temporary contract of employment shall be terminated at the sole discretion of the Employer and such termination shall be deemed to be for just cause.
- 26.05 An employee within the bargaining unit who successfully applies for a position under a temporary contract of employment, shall return to their former position or one comparable in category and equal in remuneration to their former position within the bargaining unit at the end of the specified term of the contract or upon completion of the specified tasks of the contract. All seniority accumulated during the temporary contract of employment shall be credited to the employee. Such employee shall continue to pay Union dues while on a temporary contract of employment. If

an employee from the bargaining unit on a temporary contract of employment gives cause for their discharge, the employee may process a grievance of unjust discharge.

26.06 The Employer will credit the work experience of a temporary contract employee for purposes of salary grid placement and/or future increases when such an employee is hired to the permanent staff provided:

- (a) the transition from contract worker to permanent staff is continuous and there is not a break in service; and
- (b) the employee is hired to work in the same classification on a permanent basis as that which the employee performed on the contract.

26.07 Save as expressly provided by this article, no other terms or conditions of the Collective Agreement shall apply to any employees hired on temporary contracts of employment.

#### **ARTICLE 27 – BULLETIN BOARDS**

27.01 The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the employees.

#### **ARTICLE 28 – LEGAL INDEMINIFICATION**

28.01

- (a) An employee or former employee charged with, and finally acquitted of, a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of their duties as an employee of the Employer shall be indemnified for the legal costs incurred in the defence of such charges.
- (b) Where an employee or former employee is a defendant in a civil action or damages because of acts done in the attempted performance in good faith of their duties as an employee of the Employer, they shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action where the Employer is not joined in the action as a party and the Employer does not defend the action on behalf of itself and of the member as joint tortfeasors at the Employer's sole expense.

- (c) An employee or former employee shall be entitled to indemnification in respect of the costs of legal Representation during investigations and/or interviews conducted by the police pursuant to charges arising under 28.01 (a).
- 28.02 In the event this Article is triggered, the President of the Local Union or their designate shall be notified immediately and the employee will be informed of their right to union representation. The employee has the right of union representation at any discussion and/or meeting on any related matters including meetings with the employer and/or any outside authority or agency. The union representative shall suffer no loss of pay provided such meetings occur during the normal hours of work set out in Article 19.01.
- 28.03 When seeking legal indemnification, the Union shall provide a detailed and enumerated account so that it may be reviewed. If the Employer, acting reasonably, believes that the account is excessive, it will advise the Union in writing, of its specific concern(s) so that a resolution can be discussed. Failing resolution on all or part of the account, the dispute shall be referred for an Assessment (to a mutually acceptable arbitrator or, failing which, an assessor under the Courts of Justice Act) for final and binding determination. The costs of the assessment shall be paid by the parties as agreed or as ordered by the arbitrator or assessor.
- 28.04 Notwithstanding clause 28.01, the Employer may refuse payment otherwise authorized there under if it establishes, on clear and convincing evidence, that the actions of the employee from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of powers as an employee of the Employer.
- 28.05 If the Union or employee seeks compensation or damages from a third party and the Employer has provided indemnification pursuant to this Article, the Union and the employee agree to include and pursue, on behalf of the Employer and with due diligence, reimbursement for such. Any legal indemnification paid by the Employer pursuant to this Article shall be reimbursed to the Employer should the employee and/or Union receive damages for it from one or more third parties.
- 28.06 In the event that the Union or the employee does not seek compensation or damages, referred to in Article 28.06, the Employer, within its sole discretion, may pursue reimbursement directly from one or more third parties for the monies paid out pursuant to this Article. The Union and the employee shall cooperate with the Employer in its pursuit of such claim.
- 28.07 For greater certainty, employees shall not be indemnified for legal costs arising from:

- (a) grievances or complaints either under the Collective Agreement
  - (b) the actions or omissions of employees acting in their capacity as private citizens
  - (c) proceedings and/or discipline charges under any governing statutory or other body to which the employee is subject; or
  - (d) proceedings and/or charges arising under the *Highway Traffic Act*.
- 28.08 For the purposes of this Article, an employee shall not be deemed to be “finally acquitted” if as a result of charges laid they are subsequently found guilty of, or plead guilty to, other charges arising out of the same incident or incidents.
- 28.09 Where indemnification is granted, there shall be no loss of regular wages, benefits or seniority for time spent during the associated court, inquest or tribunal attendances.
- 28.10 Where employees are assaulted, threatened including death threats and/or threats of bodily harm, stalked in the course of their duties, and criminal proceedings result against the alleged perpetrator, they shall be granted leave of absence without loss of regular pay for any related court hearings or reasonable time for witness preparation.
- 28.11 Where criminal charges have been laid against an employee and, on review, the employee has carried out the Employer’s mandate and/or service in good faith, and provided that the employee has not committed a culpable breach or dereliction of duties and/or responsibilities, the Employer may place the employee as follows:
- on a leave of absence with regular wages and benefits, during which period seniority shall continue to accrue; or
  - in another position, which does not displace another employee or affect regular wages, unless the Union agrees otherwise, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

## **ARTICLE 29 – TECHNOLOGICAL CHANGE**

- 29.01 The Employer shall give the Union a minimum of sixty (60) days’ advance notice wherever possible of any planned technological change which would affect working conditions. If requested, within thirty (30) days of such notice, the Employer agrees to discuss such changes with the Union.

29.02 In the event that the Employer should introduce new technology which require new or greater skills than are presently possessed, the present staff shall be given the opportunity, where practicable, to upgrade themselves through study courses or training. The Employer shall pay the cost of any approved courses or training except that the employee shall not be paid for hours spent in staff training after normal working hours which may be required. No employee who continues to work shall receive less pay during or after training than he was receiving prior to the technological change.

## **ARTICLE 30 – JOB POSTINGS**

### **30.01 Vacancies**

- (a) When vacancies occur that are expected to be longer than six (6) months or new positions are created, which the Employer wishes to fill, these vacancies shall be posted electronically as well as on a bulletin board accessible to all employees for a period of seven (7) calendar days, during which time employees shall have the opportunity to apply for such jobs. The Employer may advertise positions externally at the same time as it posts vacancies internally, but internal applicants shall be considered before external applicants. All employee applicants shall be notified electronically of the name of the successful applicant not more than seven (7) calendar days after the position has been filled.
- (b) All employees are eligible to apply for such vacancies except the following:
  - i. employees on a probationary period;
  - ii. employees who successfully posted to a temporary vacancy for the duration of such temporary vacancy, unless mutually agreed otherwise between the Union and the Employer; and
  - iii. employees not meeting expectations and currently on a work plan to improve performance, until such time as the employee demonstrates satisfactory performance over a period equal to the probationary period set out in Article 7.02;
- (c) A vacancy arising from the filling of the original vacancy shall also be posted in accordance with the Collective Agreement, but subsequent vacancies are not required to be posted and shall be addressed by the Employer in its sole discretion. The Employer shall give consideration to seniority in exercising its discretion.

- (d) Upon request by the Union, the Employer shall provide the Union with the factor weighting system for all categories utilized in a job competition to determine whether employees are considered equal.

### **30.02 New Recruitment and Retention – Mobility of Employees**

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

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.

Employees hired from one agency into another will be required to complete a full probation period as per the collective agreement of the hiring Employer.

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 31 – GENERAL**

### **31.01 Changes in Operating Methods, Ceasing Operations, Mergers or Amalgamation**

- (a) In the event that the Employer enters into discussions to merge or amalgamate with any other Children's Aid Society or other organization, or is directed to do so by the Ministry, the Employer shall meet with the Union within fourteen (14) days to discuss the process in which the merger may occur. This discussion shall include the time frame of the proposed merger/amalgamation, whether the other agency is unionized, any impacts on staffing levels and duties, relocation of offices, and/or any other items as may arise and impact the employment of bargaining unit members.
- (b) The Employer shall endeavour to ensure that bargaining unit employees are credited with their seniority and service with the new employer.
- (c) If, as a result of the Employer ceasing all or part of the operations or merging with another Employer, or if by reason of any changes

in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay, the employee may elect to be on layoff in accordance with clause 8.05(a) for the duration in 7.05(b) or receive a severance payment on the basis of four (4) weeks pay at the regular rate of the last position occupied, for every year of completed service with the Employer up to a maximum of one (1) year's salary together with pension and benefit continuation for the period required pursuant to the *Employment Standards Act 2000*. Such payment is inclusive and exhaustive of the Employee's entitlement under the *Employment Standards Act, 2000*.

- (d) An affected employee is entitled to the greater of the permanent layoff entitlement under the Human Resources Adjustment Plans (HRAP) at Appendix "B" or that provided in this Article.

### **31.02 Access to Personnel File**

- (a) An employee shall have the right at any time to have access to and review their personnel file (in the presence of Human Resources or designate) and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- (b) The Employer shall notify the employee if an adverse report is being placed in his file.
- (c) The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, providing the employee has been actively at work for the entire eighteen (18) month period.

### **31.03 Staffing Qualifications**

All employees of the Employer who, prior to May 1, 1989, held the positions referred to in Schedule "A" of the Collective Agreement shall, in the future, be deemed to carry the general and specific educational qualifications and experience which may, in the future, be required for those positions.

Should job qualifications be changed by the employers, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.

Should job qualifications be changed as a result of legislation or government directives, MCYS shall work with employers and unions to develop a plan to mitigate any negative impact for staff.

**31.04 Professional Fees and Affiliations**

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

**31.05 Resignation**

When employment is terminated by the employee, the employee is required to give as much notice as possible, but in any case not less than three (3) weeks, unless otherwise agreed with the Employer. During the last three (3) weeks of employment, the Employer will endeavour to avoid giving the employee any new cases and the employee's top priority will be to close current cases and complete all recording.

**31.06 Ratification**

The term "Ratification" shall mean the date upon which the Employer and the Union ratifies the settlement, whichever is later.

**31.07** All adjustments to compensation will be paid no later than the second pay period following Ratification and are only applicable to those employees actively employed in the bargaining unit upon Ratification.

**ARTICLE 32 – DURATION OF COLLECTIVE AGREEMENT**

32.01 This Agreement shall remain in full force and effect from April 1, 2023, to March 31, 2026, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this Agreement.

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

Erin Utley  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

Mark Sheardown  
Mark Sheardown (Dec 19, 2023 11:11 EST)

Mark Sheardown, Bargaining Member

Ashley Feltz  
Ashley Feltz (Dec 21, 2023 22:22 EST)

Ashley Feltz, Bargaining Member

Matt Alloway  
Matthew Alloway (Dec 19, 2023 11:13 EST)

Matt Alloway, National Representative

**THE EMPLOYER**

Shelly Crovetto  
Shelly Crovetto (Dec 19, 2023 11:55 EST)

Shelly Crovetto, HR Manager

Amy Guy

Amy Guy, Director of Service

Maranda King

Maranda King, Director of Corporate Services & CFO

# Schedule "A"

April 1, 2023 to March 31, 2026

| Classification | Positions                                                                                                                   | Start    | Level 1  | Level 2  | Level 3  | Level 4  | Level 5  |               |
|----------------|-----------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|---------------|
| 1              | Child Protection Worker                                                                                                     | \$65,719 | \$68,775 | \$71,831 | \$74,889 | \$77,944 | \$80,998 | Current       |
|                |                                                                                                                             | \$67,691 | \$70,838 | \$73,986 | \$77,136 | \$80,282 | \$83,428 | April 1, 2023 |
|                |                                                                                                                             | \$69,045 | \$72,255 | \$75,466 | \$78,679 | \$81,888 | \$85,097 | April 1, 2024 |
|                |                                                                                                                             | \$70,426 | \$73,700 | \$76,975 | \$80,253 | \$83,526 | \$86,799 | April 1, 2025 |
|                |                                                                                                                             |          |          |          |          |          |          |               |
| 2              | Youth & Family Support Worker<br>Community Connections Worker<br>Education Liaison                                          | \$48,928 | \$50,784 | \$52,636 | \$54,492 | \$56,347 | \$58,206 | Current       |
|                |                                                                                                                             | \$50,396 | \$52,308 | \$54,215 | \$56,127 | \$58,037 | \$59,952 | April 1, 2023 |
|                |                                                                                                                             | \$51,404 | \$53,354 | \$55,299 | \$57,250 | \$59,198 | \$61,151 | April 1, 2024 |
|                |                                                                                                                             | \$52,432 | \$54,421 | \$56,405 | \$58,395 | \$60,382 | \$62,374 | April 1, 2025 |
|                |                                                                                                                             |          |          |          |          |          |          |               |
| 3              | Organizational Effectiveness Support<br>Records Management<br>Legal Assistant<br>Financial Analyst<br>Volunteer Coordinator | \$48,928 | \$50,784 | \$52,636 | \$54,492 | \$56,347 | \$58,206 | Current       |
|                |                                                                                                                             | \$50,396 | \$52,308 | \$54,215 | \$56,127 | \$58,037 | \$59,952 | April 1, 2023 |
|                |                                                                                                                             | \$51,404 | \$53,354 | \$55,299 | \$57,250 | \$59,198 | \$61,151 | April 1, 2024 |
|                |                                                                                                                             | \$52,432 | \$54,421 | \$56,405 | \$58,395 | \$60,382 | \$62,374 | April 1, 2025 |
|                |                                                                                                                             |          |          |          |          |          |          |               |
| 4              | Admin Support                                                                                                               | \$41,510 | \$43,365 | \$45,219 | \$47,070 | \$48,928 | \$50,785 | Current       |
|                |                                                                                                                             | \$42,755 | \$44,666 | \$46,576 | \$48,482 | \$50,396 | \$52,309 | April 1, 2023 |
|                |                                                                                                                             | \$43,610 | \$45,559 | \$47,508 | \$49,452 | \$51,404 | \$53,355 | April 1, 2024 |
|                |                                                                                                                             | \$44,482 | \$46,470 | \$48,458 | \$50,441 | \$52,432 | \$54,422 | April 1, 2025 |
|                |                                                                                                                             |          |          |          |          |          |          |               |
| 5              | Casual                                                                                                                      | \$16.47  | \$17.15  | \$17.78  | \$18.46  | \$19.11  | \$19.77  | Current       |
|                |                                                                                                                             | \$16.96  | \$17.66  | \$18.31  | \$19.01  | \$19.68  | \$20.36  | April 1, 2023 |
|                |                                                                                                                             | \$17.30  | \$18.01  | \$18.68  | \$19.39  | \$20.07  | \$20.77  | April 1, 2024 |
|                |                                                                                                                             | \$17.65  | \$18.37  | \$19.05  | \$19.78  | \$20.47  | \$21.19  | April 1, 2025 |

## SCHEDULE "B"

### **SECTION A - SICK LEAVE PLAN 0 - 26 WEEKS**

1. Every full-time employee who has completed the necessary probationary period shall be entitled to one (1) week of sick leave at one hundred percent (100%) of current salary and twenty-five (25) weeks as follows:
  - (a) full time to 20 years -66-2/3%  
over 20 years -75%
  - (b) Employees who obtain a further period of service even though on sick leave shall be compensated at the increased level according to the above schedule.
  - (c) Any general salary or wage adjustments occurring during the first twenty-six (26) weeks will be granted to the employee.
2. All calculations of sick leave shall be from date of completing probationary period or anniversary date depending on Agency policy.
3. An additional week at one hundred percent (100%) is granted for each year's service with a maximum for any one illness of thirteen (13) weeks at one hundred percent (100%) of salary, with balance as per clause 1 up to a total of twenty-six (26) weeks.
4. For hourly rated employees a week's earnings shall be calculated on the basis of a normal work week for the department concerned.
5. For salaried employees, a week's earnings shall be calculated on the basis of the bi-weekly payroll.
6. Unrelated sickness or accident will be treated as a new disability with benefits payable in accordance to the Plan subject to medical certificate.
7. All employee benefits shall be continuous and deducted in the usual manner so that employees will retain benefits including pension provisions. These benefits shall include regular vacations but not statutory holidays. If a statutory holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he is entitled.

8. When an employee has been granted leave of absence without pay for any reason, this Plan and benefits shall not apply during the period of leave of absence, except as provided under the *Ontario Employment Standards Act 2000*.
9. In the event an employee has vacation credits which cannot be used up prior to the year end, the employee will be required to revert to vacation status and return to sick leave status on the completion of the term of vacation. The employee upon returning to sick leave status will be paid at the same rate as immediately prior to reverting to the vacation status.
10. In the event of retirement, all vacation must be taken prior to the retirement date.
11. The Employer shall be entitled to necessary proof of illness, disability and/or capacity for modified duties. The Employer may request the employee to submit a medical certificate after three (3) days of absence. If an absence lasts an extended period, the Employer has the authority to request that the employee submit to a medical examination by a physician chosen by the Employer and may request additional information concerning the effect of any treatment program. Where practicable, of physicians chosen will include a physician practicing within two hundred (200) kilometers of the employee's worksite. The Employer shall be reasonable in its requests for the information set out in this paragraph and shall advise any third party service providers it retains to exercise similar reasonableness.

The Employer shall reimburse the Employee for fifty percent (50%) of the cost of any medical note requested by the employer.

The Employer agrees to take necessary steps to maintain the confidentiality of any information that is provided by the employee. A medical certificate must provide the following information:

- (a) that the employee suffers from a medical condition that prevents the employee from performing the essential duties of their job;
- (b) that the employee is undergoing a treatment program established by a medical practitioner to treat the medical condition;
- (c) a prognosis about the employee's likely return; and

(d) the statement must be signed by a medical practitioner.

In addition, when an employee is returning to work, the employee may be required to provide additional information about any restrictions, if any, on the employee's performance of normal duties when the employee returns to work.

12. No sick leave can be taken by an employee while on their scheduled vacation.
13. All full-time employees are eligible, except in the event of:
  - (a) Suicide, self-destruction or any attempt thereat.
  - (b) Declared or undeclared act of war.
  - (c) Service in the armed forces of any country.
14. Benefits under this Plan will not be payable if the claim is covered by Workers' Compensation.
15. Records will be kept of all credits available under this plan.
16. Under this Sick Leave Plan, Section A, an employee shall not receive from all sources, excluding private insurance plans, benefits in excess of one hundred percent (100%) of earnings at the time of sickness or disability.
17. An employee does not have to be confined to the house or hospital to collect benefits.
18. The percentage of pay or entitlement to which an employee was, or would be, entitled to under any former plan shall not be reduced.
19. Huron-Perth Children's Aid Society will assume the full cost of the Short Term Sick Leave Plan.

## **SECTION B - LONG TERM DISABILITY PLAN (AFTER SIX (6) MONTHS)**

20. This plan (Section B) will provide an income of sixty-six and two-thirds percent (66-2/3%) of the then current salary or wages for the job classification and increment level in which the employee was at the time of commencement of illness or disability; integrated with the Canada Pension Plan disability benefits (seventy percent (70%) for those employees with over twenty (20) years service).

21. Benefits begin on the twenty-seventh (27th) week after disability commences, and are payable to age sixty-five (65) or recovery, whichever occurs first.
22. All vacation must be taken prior to retirement at age sixty-five (65), or as mutually agreed upon.
23. There will be no vacation credits, vacation pay or statutory holiday pay during the Long Term disability portion of this plan.
24. Where provided under the terms of the insurance contract, all employee benefits remain in force, with the exception of those benefits outlined in Section 23.
25. An employee must not engage in any other occupation or employment for wage or profit without the specific permission of the Employer and the insuring carrier.
26. An employee must be under the regular care and attention of a legally qualified physician or surgeon and the Employer and the insuring carrier have the right to require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.
27. The foregoing Long Term Disability Plan is provided subject to the prevailing contract conditions and limitations of the insurance policies in effect at the time of disability.
28. Huron-Perth Children's Aid Society will assume the full cost of the premiums of the Long Term Disability Plan.

**LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

**RE: HARASSMENT POLICY**

The Employer agrees to abide by the Harassment Policy contained in its Policy & Procedure Manual.

The Employer agrees to consult with the Union regarding amendments to the current Harassment Policy to ensure ongoing compliance with amendments to the *Occupational Health and Safety Act*, including Bill 132 and Bill 168.

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

*Erin Utley*  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

*Mark Sheardown*  
Mark Sheardown (Dec 19, 2023 11:11 EST)

Mark Sheardown, Bargaining Member

*Ashley Feltz*  
Ashley Feltz (Dec 21, 2023 22:22 EST)

Ashley Feltz, Bargaining Member

*Matt Alloway*  
Matthew Alloway (Dec 19, 2023 11:13 EST)

Matt Alloway, National Representative

**THE EMPLOYER**

*Shelly Crovetto*  
Shelly Crovetto (Dec 19, 2023 11:55 EST)

Shelly Crovetto, HR Manager

*Amy Guy*

Amy Guy, Director of Service

*Maranda King*

Maranda King, Director of Corporate Services & CFO

## **LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

### **RE: WORKLOAD MANAGEMENT**

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

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

The Agency undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. The methods may include, but are not limited to the following:

1. Assigning cases based on equitable distribution of workload, workload ranges, the needs of the agency, individual skill level and experience, current workload and anticipated workload fluctuations. This may involve any or all of the following factors:
  - i) number of cases before the court
  - ii) number of designated high risk cases
  - iii) number of supervised access visits
  - iv) amount of required driving time
  - v) team coverage
  - vi) leave of absence, including vacation and prolonged illness
  - vii) complexity of cases

- viii) committee work/field instruction expectations
  - ix) introduction of new technology systems
  - x) mentoring of new staff
2. Ensuring regular ongoing supervision.
  3. Affording employees, leaving the agency or transferring positions, reasonable opportunity to complete documentation requirements prior to their last day of work.
  4. Filling vacancies of planned leaves/retirements/resignations as quickly as possible, dependent on the availability of qualified replacements and available financial resources.
  5. Scheduled paperwork days will be reviewed for implementation.

**PART I – Assessment of Employee Workload**

The Manager shall ensure that a caseload review will occur each formal supervision session. Additionally, and in an effort to address individual workload issues, an employee may request a workload review by the immediate supervisor in accordance with this Letter. To distinguish between this review and the more informal discussions with a Manager, the request for a workload review must be in writing outlining specific issues. A meeting with the Manager and , employee will be held within 5 working days of the request unless another date is mutually agreed upon by all parties. The purpose of the meeting is to develop a plan to address workload issues including proposed solutions. The plan may involve action by either or both parties. The resolution(s) will also include appropriate time frames agreed upon by both parties. Any resolution(s) will be in writing and signed by all parties with a copy to the Director of Service and the Union. If the issues cannot be resolved, the Manager shall involve the Director of Service and the Union President or designate, to explore alternatives towards resolution(s) and provide a written response within 7 working days.

It is understood and agreed that this process should be carried out within the stated time limits and that the request for a workload review by an employee will not be considered a negative factor in performance evaluation.

In conducting the assessment of employee workload under this Part, the parties will have regard to the following thresholds averaged over a 3 month period, assessed on an individual basis:

- Intake - 8-12 new investigations per month
- Children in Care - 17 to 20 active cases
- Ongoing - 17 to 20 active cases

The Employer and the Union recognize that from time to time bargaining unit employees will be requested and expected to provide coverage for the work of other bargaining unit employees. In circumstances, where temporary coverage of work is required up to six (6) weeks it will not be designated as a permanent case/work assignment and will not be included in the ranges specified above. Should the temporary coverage of work last longer than six (6) weeks the number of cases shall be designated as permanent case/work assignment.

The number does not include cases slated for closure or transfer beyond 30 days after having been identified as such by the Program Manager.

Employees who are within the Authorization period shall not be required to maintain the same case load as Authorized workers.

Workload reviews will become a standing agenda item on the Employer Employee Relations Committee Agenda.

## **PART II – Employer Employee Relations Committee**

1. The Employer will conduct workload reviews on a quarterly basis and will provide the results of the reviews to the Union through the Employer Employee Relations Committee.
2. The Employer Employee Relations Committee will review the impact of factors (e.g., Funding Formula, Child Welfare Protection Training, Society standards, policies and procedures, legislative changes, Child & Family Intervention funding, Municipal funding (etc.) on workload and bring forward issues and recommendations to Senior Management.

Employees shall suffer no loss of pay while attending meetings of the Employer Employee Relations Committee.

This Letter of Understanding is attached to the Collective Agreement and shall be in effect for the duration of the agreement. The contents of this letter shall not be a difference between the parties and shall not be the subject matter of a grievance or arbitration except as follows: If either of the parties does not follow through on the process set out in Part I - Assessment of Employee Workload and Part II - Employer Employee Relations Committee or if either party does not follow through on written commitments made under Part I - Assessment of Employee Workload. Furthermore, if a grievance is referred to arbitration the scope of arbitral remedy shall be limited to ordering the specific undertakings that were not implemented.

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

Erin Utley  
Erin Utley (Jan 2, 2024 12:00 EST)  
Erin Utley, President

Mark Sheardown  
Mark Sheardown (Dec 19, 2023 11:11 EST)  
Mark Sheardown, Bargaining Member

Ashley Feltz  
Ashley Feltz (Dec 21, 2023 22:22 EST)  
Ashley Feltz, Bargaining Member

Matt Alloway  
Matthew Alloway (Dec 19, 2023 11:13 EST)  
Matt Alloway, National Representative

**THE EMPLOYER**

Shelly Crovetto  
Shelly Crovetto (Dec 19, 2023 11:55 EST)  
Shelly Crovetto, HR Manager

Amy Guy  
Amy Guy, Director of Service

Maranda King  
Maranda King, Director of Corporate Services & CFO

## **LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

### **RE: REDEPLOYMENT COMMITTEE**

In the event of a re-organization or other initiative triggering a reduction in the workforce, a Redeployment Committee shall be established as soon as possible after the notice of layoff is given to the Union.

The mandate of the Committee is to:

- (i) Identify and propose alternatives to the proposed layoff(s) or elimination of positions(s).
- (ii) Identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either:
  - (a) within the bargaining unit;
  - (b) within another CUPE bargaining unit;
  - (c) not covered by the Collective Agreement
- (iii) Identify retraining needs of workers.
- (iv) The parties shall make reasonable efforts to find alternatives to layoffs.
- (v) The parties will explore voluntary early retirement and severance packages.
- (vi) The Redeployment Committee shall be comprised of two (2) representatives from the Employer and two (2) representatives from the Union. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at the Employee's regular rate.
- (vii) The parties will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(viii) Employees redeployed pursuant to this process will be selected based on the least senior employee within the Classification set out in Schedule "A".

Failing resolution of the issues identified under Part I, the Union shall have the right to refer the matter the Joint Workload Committee as identified below.

The Employer will endeavour to provide to the Redeployment Committee all pertinent information necessary for the Committee to carry out its mandate.

An employee reassigned pursuant to the above process will have their wage rate preserved for the 90 days following their re-deployment.

This Letter of Understanding is attached to the Collective Agreement and shall be in effect for the duration of the agreement. The contents of this letter shall not be a difference between the parties and shall not be the subject matter of a grievance or arbitration except if either of the parties does not follow through on the process set out. Furthermore, if a grievance is referred to arbitration the scope of arbitral remedy shall be limited to ordering the specific undertakings that were not implemented.

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

*Erin Utley*  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

*Mark Sheardown*  
Mark Sheardown (Dec 19, 2023 11:11 EST)

Mark Sheardown, Bargaining Member

*Ashley Feltz*  
Ashley Feltz (Dec 21, 2023 22:22 EST)

Ashley Feltz, Bargaining Member

*Matt Alloway*  
Matthew Alloway (Dec 19, 2023 11:13 EST)

Matt Alloway, National Representative

**THE EMPLOYER**

*Shelly Crovetto*  
Shelly Crovetto (Dec 19, 2023 11:55 EST)

Shelly Crovetto, HR Manager

*Amy Guy*

Amy Guy, Director of Service

*Maranda King*

Maranda King, Director of Corporate Services & CFO

**LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

**RE: PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES**

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

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

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

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

**THE EMPLOYER**

Erin Utley  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

Mark Sheardown  
Mark Sheardown (Dec 19, 2023 11:11 EST)

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Ashley Feltz  
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Matthew Alloway (Dec 19, 2023 11:13 EST)

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Shelly Crovetto  
Shelly Crovetto (Dec 19, 2023 11:55 EST)

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Amy Guy

Amy Guy, Director of Service

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Maranda King, Director of Corporate Services & CFO

**LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

**RE: BENEFITS SAVINGS**

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

SIGNED at Stratford, Ontario this 19<sup>th</sup> day of December, 2023.

**THE UNION**

*Erin Utley*  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

*Mark Sheardown*  
Mark Sheardown (Dec 19, 2023 11:11 EST)

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Shelly Crovetto, HR Manager

*Amy Guy*

Amy Guy, Director of Service

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Maranda King, Director of Corporate Services & CFO

**LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

**RE: SUPERIOR PROVISIONS RE: PROVINCIAL DISCUSSION TABLE (PDT)  
PROCESS**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4th, 2011 states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement and where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed collective agreement, unless mutually agreed locally by the parties. The parties to this collective agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this April 1, 2023 – March 31, 2026 collective agreement.

This letter of understanding does not form part of the collective agreement and shall not be the subject matter of a local collective agreement) grievance or arbitration. This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew at the expiry of the April 1, 2023 – March 31, 2026 collective agreement except by express agreement of the parties.

SIGNED at Stratford, Ontario this 19<sup>th</sup> day of December, 2023.

**THE UNION**

*Erin Utley*  
Erin Utley (Jan 2, 2024 12:00 EST)  
Erin Utley, President

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## **LETTER OF UNDERSTANDING**

**between the**

**HURON-PERTH CHILDREN'S AID SOCIETY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1427**

### **RE: PDT PROCESS OF PDT REFERRAL TO LOCAL TABLES AND DISPUTE**

- (a) The Employers group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date.
- (b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts [TBD] above by their local principals.
- (c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (d) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the PDT agreement the provisions of the local collective agreement shall be used to resolve such disputes.
- (e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that Part 16(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
  - i. A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.

- ii. Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
  - iii. The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

**THE EMPLOYER**

Erin Utley  
Erin Utley (Jan 2, 2024 12:00 EST)

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Amy Guy, Director of Service

Maranda King

Maranda King, Director of Corporate Services & CFO

## APPENDIX "A"

### RE: HEALTH SPENDING ACCOUNT

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

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

#### Health Spending Account list of eligible expenses

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

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tables; Oxygen; needles and syringes); does NOT include over the counter drugs (even if prescribed).
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner.
- Medical practitioners (must be licensed to practice in the province where the service is provided).

- |                                   |                           |                     |
|-----------------------------------|---------------------------|---------------------|
| ✓ Acupuncturists                  | ✓ Naturopaths             | ✓ Physiotherapists  |
| ✓ Chiropodist                     | ✓ Nurses                  | ✓ Podiatrists       |
| ✓ Chiropractors                   | ✓ Occupational Therapists | ✓ Psychoanalysts    |
| ✓ Christian Science Practitioners | ✓ Optometrists            | ✓ Psychologists     |
| ✓ Dental Hygienists               | ✓ Osteopaths              | ✓ Social Workers    |
| ✓ Dentists                        | ✓ Pharmacists             | ✓ Speech Therapists |
| ✓ Dieticians                      | ✓ Physicians              | ✓ Therapeutics      |

- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)

- |                   |                          |                |
|-------------------|--------------------------|----------------|
| ✓ Artificial eyes | ✓ Ileostomy or colostomy | ✓ Incontinence |
|-------------------|--------------------------|----------------|

- |                       |                            |                |
|-----------------------|----------------------------|----------------|
| ✓ Artificial limbs    | pads                       | supplies       |
| ✓ Crutches            | ✓ Breast prosthesis        | ✓ Hospital bed |
| ✓ Hearing Aid Devices | ✓ Laryngeal speaking aids  | ✓ Walkers      |
| ✓ Orthopaedic Shoes   | ✓ Limb braces              | ✓ Wheelchairs  |
|                       | ✓ Oxygen tent or equipment | ✓ wigs         |

- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
  - ✓ Ambulance fees for transportation
  - ✓ Laboratory, radiological or other diagnostic procedures or services
  - ✓ Cosmetic surgery if necessary for medical or reconstructive purposes
  - ✓ Cost of arranging and having a bone marrow or organ transplant
  - ✓ Cost of medical services and supplies outside of the province of residence
  - ✓ Electrolysis or hair removal performed by a licensed technician
  - ✓ Hearing expenses including hearing aids and hearing ear dogs
  - ✓ Modification to a home for a person confined to a wheelchair
  - ✓ Preventive diagnostic, laboratory and radiological procedures
  - ✓ Surgical heart transplants performed by a physician
  - ✓ Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometres or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of travelling alone
  - ✓ Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
  - ✓ Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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

## **APPENDIX “B”**

### **RE: HUMAN RESOURCE ADJUSTMENT PLANS (HRAP)**

- i. The framework Human Resources Adjustment Plan (HRAP) attached hereto as “Appendix B”, and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.
- ii. HRAPs are intended to minimize adverse impacts during those integrations.

### **PREAMBLE**

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

### **ARTICLE 1 – SCOPE AND PURPOSE**

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

### **ARTICLE 2 – GENERAL**

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by

an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.

- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

### **ARTICLE 3 – DEFINITIONS**

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

### **ARTICLE 4 – SENIORITY**

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:

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

## **ARTICLE 5 – ACCESS TO WORK**

5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:

- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
- (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
- (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
- (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work,

subject to staffing requirements set out in paragraph a), supra.

- (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
- (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
- (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.

5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.

5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

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

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

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

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

qualifications, skills and ability to perform the work.

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

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

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

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

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

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

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

9.01 Disputes between an employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:

- (a) An arbitrator will be selected by mutual agreement of the parties within 30 days of the initial event giving rise to the dispute, failing

which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.

- (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- (c) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
- (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable collective agreements.
- (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) Time limits may be extended in writing by mutual agreement.

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

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

SIGNED at Stratford, Ontario this 19th day of December, 2023.

**THE UNION**

Erin Utley  
Erin Utley (Jan 2, 2024 12:00 EST)

Erin Utley, President

Mark Sheardown  
Mark Sheardown (Dec 19, 2023 11:11 EST)

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Shelly Crovetto  
Shelly Crovetto (Dec 19, 2023 11:55 EST)

Shelly Crovetto, HR Manager

Amy Guy

Amy Guy, Director of Service

Maranda King

Maranda King, Director of Corporate Services & CFO

**Memorandum of Agreement**

**Between**

**The Huron-Perth Children's Aid Society  
(the "Employer")**

**-and-**

**Canadian Union of Public Employees  
And Its Local 1427  
(the "Union")**

The parties agree, on a without prejudice or precedent basis, to change the bargaining staff vacation year from the fiscal year to the calendar year effective immediately. Article 16.01 shall read as – Vacations will be revised to state that the vacation calendar year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

Article 16.02 shall read as -Employees who have not completed a full year of employment will receive such vacation as proportionate to the length of time they have worked during the calendar year, as determined by Article 16.03.

Signed at Stratford this 9<sup>th</sup> day of November 2023.

FOR THE EMPLOYER:



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FOR THE UNION:

