

**Collective Agreement
Expiring March 31, 2025**

Between

Family and Children's Services of Lanark, Leeds and Grenville



&

The Canadian Union of Public Employees and its Local 2577

CUPE / *Canadian Union
of Public Employees*

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ARTICLE 1- PREAMBLE

1.01 Purpose of Agreement

- a) The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

- b) The Employer, the employees, and the Union are committed to supporting the vision, mission and values of the Corporation including but not limited to, promoting equity, diversity, and inclusion, and complying with regulatory guidelines in providing efficient and effective services for the safety and well-being of children and families.

This provision neither confers any rights on either party to this agreement nor restricts any rights of either party.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Family and Children's Services of Lanark, Leeds and Grenville recognizes the Canadian Union of Public Employees and its Local 2577 as the exclusive bargaining agent for all full-time, part- time and casual employees of Family and Children's Services of Lanark, Leeds and Grenville, save and except Supervisors/Service Managers, persons above the rank of Supervisor/Service Manager and Executive Assistant(s) to Senior Management, finance/human resources assistant, project manager, human resources assistants, human resources coordinator, network security administrator, finance and facilities coordinator, summer students, youth representatives/children in care and any member of the legal profession entitled to practice in Ontario and employed in a professional capacity.

2.02 Work of the Bargaining Unit

- a) Bargaining unit work shall only be performed by bargaining unit members. The use of students, volunteers or any other persons not in the bargaining unit to perform bargaining unit work is strictly prohibited unless mutually agreed to in writing by the parties to this Collective Agreement.

- b) Notwithstanding the above, supervisors and managers shall not normally work on any jobs which are included in the bargaining unit, except for the purpose of training, instruction, in

crisis intervention situations where the bargaining unit employees are not available, and in cases mutually agreed upon by the Parties.

- c) The Employer agrees to notify the Union in writing when a casual employee is hired or works more than 21 hours in a work week.
- d) Workfare participants shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off or is subject to a reduction of hours of work or change in job function unless the incumbent and the Union agree to the change in job function.

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.

2.04 Volunteers

When volunteers are performing tasks associated with work of the bargaining unit, they will be under the direction of a member of the bargaining unit. Volunteers will not be used to the extent that they cause a lay-off of any member of the bargaining unit or cause a reduction in working hours of the bargaining unit. The Employer does not condone the use of volunteers to replace an absent employee.

Each year in January the Employer will advise the Union in writing of the names of all volunteers, the type of services to be performed and their locations.

ARTICLE 3 -DEFINITIONS

3.01 Definitions:

- i) Wherever the feminine pronoun is used in this Agreement, it shall include the masculine pronoun and any gender-neutral pronoun or vice versa and wherever the singular tense is used, it shall include the plural tense and vice versa.
- ii) A "permanent full-time employee" is one who is normally scheduled to work thirty-five (35) hours per week as outlined in ARTICLE 13 - HOURS OF WORK.
- iii) A "permanent part-time employee" is one who is normally scheduled to work less than thirty- five (35) hours per week as outlined in ARTICLE 13 - HOURS OF WORK.
- iv) A "casual employee" is one who works on an as-required basis.
- v) A "contract employee" is hired for a specific period of time as stated in the Offer of Employment and may be terminated at any time during the first six (6) months of

employment, which may be extended for an additional three (3) months, with ten (10) days' notice; or at the end of the period of employment, at the discretion of the Employer; or if funding for the position is no longer available. Any such termination shall be deemed to be for just cause.

- vi) A "temporary assignment" is to back fill a permanent full-time or permanent part-time employee temporarily appointed to another position, or on an approved leave of absence, or off work due to accident or illness.

Temporary assignments shall be posted as per job posting language in **ARTICLE 11- PROMOTIONS AND STAFF CHANGES**.

A permanent employee appointed to a temporary assignment shall retain her permanent status and shall not be considered a contract employee.

Nothing in this agreement shall prevent a permanent employee from applying for a temporary assignment and retaining her permanent status and position.

A temporary assignment may be extended by mutual agreement with the union or terminated at the discretion of the Employer.

When the temporary assignment is completed, the employee shall return to her previous position.

On acceptance of a temporary assignment, the employee may not apply for another temporary assignment for a period of six (6) months.

- vii) For the purpose of time limits as specified in this Agreement the term "days" shall mean days the Employer is open for business unless otherwise specified. It excludes Saturday, Sunday, and paid holidays. The first "day" shall be the next business day.
- viii) The term "Corporation" means Family and Children's Services of Lanark, Leeds and Grenville or any successor organization thereto.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Corporation by the Employer and the direction of the working forces are fixed exclusively with the Employer except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline, and efficiency.
- b) Make, enforce, and alter from time to time policies, rules and regulations to be observed by all employees which are not inconsistent with the provisions of this Agreement.

- c) Hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees.
- d) Determine the nature and kinds of services provided by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the content of jobs, the assignment of caseloads and other work, working hours, the number of employees to be employed, classifications, training programs and the extension, limitations, curtailment or cessation of operations or any part thereof.

ARTICLE 5 - NO DISCRIMINATION

- 5.01** The Parties agree that every employee has the right to equal treatment with respect to employment without discrimination because of any ground enumerated in the Ontario Human Rights Code, as amended from time to time.

The parties are committed to anti-racism and anti-oppression. The parties acknowledge that increasing diversity is vital in order to provide the best possible service to the children, youth and families in our community.

The parties recognize that racism exists throughout our society and is a historic, pervasive, and systemic issue. We are committed to equity, anti-Indigenous racism and anti-Black racism work to ensure that all individuals from equity-deserving communities are well served by the organization. We will continue educating ourselves about equity, white privilege and racism so that we can better recognize them, identify their impacts and make the kinds of systemic changes that are needed for equity.

The parties understand and appreciate that every person has a right to be treated fairly and equitably, and that our organization is strengthened by diverse experiences and perspectives. The parties will actively work to recognize, develop and promote policies and initiatives that will advance equity, diversity and inclusion within the Society. This work will continue to be achieved through the agency's Equity, Diversity, and Inclusivity Committee.

ARTICLE 6 - UNION SECURITY & CHECK-OFF OF UNION DUES

- 6.01** The Union and the Employer agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either party or their representatives because of an employee's membership in the Union or because of her activity or lack of activity in the Union.

- 6.02** The Union agrees that there shall be no solicitation for membership, or other Union activities on the premises of the Employer during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 6.03** The Employer agrees to deduct from the monthly payroll from all employees covered by this Collective Agreement, whether or not they are members of the Union, the dues and initiation fees as prescribed by the Union to the Employer and to remit the dues together with a record of those from whose pay deductions have been made to the National Secretary-Treasurer of the Union on or before the 15th of the following month. This list will be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.
- 6.04** The Union shall hold the Employer harmless with respect to all dues and/or fees so deducted and remitted with respect to any liability which the Employer might incur as a result of such deduction and remittance.
- 6.05** On commencing employment, the Human Resources Coordinator will provide a copy of the Collective Agreement and introduce the new employee to her Union steward or representative. The steward shall be allowed a maximum of thirty (30) minutes to explain to the new employee her rights, privileges, and responsibilities under this Agreement.
- 6.06** The Employer agrees to advise potential employees of the fact that a Union Agreement is in effect, and explain the conditions of employment set out in **ARTICLE 6 - UNION SECURITY & CHECK-OFF OF UNION DUES.**
- 6.07** The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number, and work e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, contract, casual), and if the employee is on a leave of absence, the type of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive and the National Representative on an annual basis. The Employer's responsibility is limited to reporting the information that is in the system and the Employer does not warranty the accuracy of the information.

ARTICLE 7 - MANAGEMENT/LABOUR BARGAINING RELATIONS

7.01 The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

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

7.02 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance on the condition that the Employer is given reasonable advance notice.

7.03 Election of Stewards

It is agreed that the Union may elect eight (8) employees to be stewards, one (1) of whom shall be the chief union steward. The Union shall keep the Employer advised in writing of the names of each steward and the chief union steward.

7.04 Union Bargaining Committee

A Bargaining Committee of not more than four (4) employees shall be elected by the Union to represent it at bargaining sessions. Bargaining Committee members shall receive their straight time pay for all regularly scheduled working hours lost due to attendance at negotiation meetings with the Employer.

7.05 Function of the Bargaining Committee

All matters pertaining to the negotiation of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with the provisions of this Agreement.

7.06 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) days after the request has been given, or such other date

as is mutually agreed between the parties.

7.07 Time Off to Attend Negotiation Meetings

Members of the Union Bargaining Committee will retain regular wages and benefits when attending negotiation meetings with the Management Bargaining Committee during regular working hours. By mutual agreement negotiation meetings may be scheduled outside of regular work hours.

7.08 Labour Management Committee

It is agreed that a joint committee will be established with four (4) representatives from each of the Union and the Employer. This committee shall meet as required at a mutually convenient time and date. This committee shall discuss matters of mutual concern, which matters may not necessarily be covered specifically by the terms of the Collective Agreement. Responsibility for chairing the meetings and minute-taking will be alternated between the parties.

In general, the purpose of the committee shall be to exchange views on matters which may help to promote improvement in the services of the Employer and the welfare of its employees. This committee shall not have the power to add, amend, delete or change any part of the Collective Agreement. The bargaining committee, as defined in 7.04 Union Bargaining Committee shall handle such matters. A member of the Labour/Management Committee as herein described shall have the right to attend meetings held within working hours with pay. Minutes shall be taken and approved by members of the Labour Management Committee with copies to both parties. The purpose of the minutes is to ensure accountability on the part of the members in respect of agreed upon action items.

Matters of general and mutual interest may be discussed however, under no circumstances shall matters be discussed that are properly the subject of a grievance, negotiation for the amendments of the Agreement, or an individual circumstance/situation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance Committee

The Grievance Committee shall consist of four (4) representatives of the Union, one (1) of which may be the President.

8.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the normal performance of her duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no Steward shall leave her work without obtaining the permission of her manager. Such permission shall not be unreasonably withheld.

8.03 Definition of a Grievance

An employee shall present a complaint to her immediate manager before a grievance is filed and has the right to have a Steward present. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to the grievance occurred or originated more than ten (10) days before the filing of the grievance.

8.04 Settling of Grievances

An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to her Steward.

Step 2: If the Steward considers the grievance to be justified, the employee(s) concerned, together with her Steward, shall first seek to settle the dispute with the employee's manager by having an in person or virtual meeting to discuss the issue (with equal numbers of employee/union individuals and employer individuals).

Step 3: The grievance will be submitted in writing to the manager, and the manager will respond in writing within five (5) days after the matter was presented.

Step 4: Failing a satisfactory decision and settlement of the matter within five (5) days after the matter was presented at Step 3, the employee(s) concerned, and the Chief Steward, may, within five (5) days, submit the grievance to the Director or her designate and at the same time advise the Director of the redress sought. The Director or her designate shall render a decision in writing within six (6) days after the receipt of the grievance.

Step 5: Failing a satisfactory settlement being reached in Step 4, upon mutual agreement, the grievance may be referred to an impartial grievance mediator.

The mediator will attempt to facilitate a settlement of the grievance between the parties. The selection of the mediator will be made jointly by both the Union and the Employer. The costs of the mediator will be shared equally by the Employer and the Union.

8.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2, and 3 of this article may be by-passed. A policy grievance must be submitted to the Director in writing within fifteen (15) days of the incident being grieved.

8.06 Union or Employer May Institute Grievance

- a) The Union and its representatives shall have the right to originate a grievance on behalf of the employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such grievances shall commence at Step 2. This grievance must be submitted in writing within fifteen (15) days of the incident being grieved.
- b) The Employer may submit a grievance and seek adjustment with the Union. Such grievance shall be submitted to the Local Union President, who shall meet within five (5) days with the Employer's representative and shall submit her written decision within five (5) days. Failing satisfactory resolution, the Employer may go to arbitration within ten (10) days.

8.07 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

8.08 Discharge and Discipline Procedure

An employee who has completed her probationary period may be dismissed for just cause by the Employer.

When being advised of discipline or discharge, an employee may be accompanied by her Steward or Union Representative. The employee and the Union shall be advised promptly, in writing, by the Employer, of the reason for such discipline or discharge.

8.09 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly dismissed or suspended shall be entitled to have her grievance dealt with commencing at Step 4 of the Grievance Procedure.

8.10 Warning

The normal process of supervision of employees by managers is not discipline. Whenever the Employer decides that it is necessary to censure an employee by indicating that discipline or dismissal may follow any further infraction, or may follow if the employee fails to bring her work up to the level required by the Employer by a given date, the Employer shall, within ten (10) days after informing the employee, give written particulars of the censure to the employee with a copy to the Local President.

8.11 Adverse Report

The Employer shall make available to the Chief Steward or another Steward of the Union, if the employee concerned consents, any report concerning her work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. The employee concerned shall acknowledge viewing such report or complaint by affixing her signature to the document. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of her record. The record of an employee shall not be used against her at any time after eighteen (18) months following a suspension or other disciplinary action, including letters of reprimand or any adverse reports except in cases of it being a culminating incident, for an infraction similar in nature, which could be advanced in arbitration proceedings by the Employer. A copy of any correspondence in response to a client relating to an employee shall be forwarded promptly to the employee concerned.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

Failing satisfactory settlement being reached in Step 4 of the grievance procedure, the Union may refer the matter to arbitration in accordance with the provisions of **9.02 Composition of Board of Arbitration**, providing such is done within ten (10) days from the date the Employer's answer in Step 4 is made.

9.02 Composition of Board of Arbitration

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other Party of the Agreement, indicating the name of the nominee to an arbitration board. Within five (5) days thereafter, the other Party shall answer indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

9.03 Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of a single arbitrator shall conform to the provisions of this Article.

9.04 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

9.05 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be binding and enforceable on all Parties. The Arbitration Board shall have no authority in any way to alter, modify or amend this Agreement or to make any decision inconsistent with its terms and provisions. However, the Board shall have the power to dispose of a discipline grievance in a manner which it deems just.

9.06 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

9.07 Expenses of the Board

Each party shall pay:

1. Fees and expenses of the arbitrator it appoints;
2. One-half of the fees and expenses of the Chairperson.

9.08 Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the Parties.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the length of service in the bargaining unit since the last date of hire. An employee shall not accumulate more than one (1) year of seniority during any one (1) year period of service.

10.02 Seniority for a full-time employee and part-time employee hired before May 29, 1996 is defined as the length of service in the Bargaining Unit. Seniority for permanent full-time employees and contract full-time employees shall mean her length of continuous service with the Employer from her last date of hire as follows.

One (1) year's seniority is equivalent to 1820 hours.

- 10.03** Seniority for permanent part-time, part-time contract, and casual employees hired after May 29, 1996 shall be based on hours worked and credited and shall be calculated on the basis of one thousand, six hundred (1600) hours is equivalent to one (1) year of full-time seniority.
- 10.04** Seniority shall accumulate for hours of work performed in an on-call capacity and/or in the performance of emergency after hour's duty as follows.
One (1) hour of seniority for each eight (8) hours on call worked.
- 10.05** As between two (2) or more employees who have the same seniority date, the employee whose job application has the earliest date will be considered to be the senior employee.
- 10.06** A seniority list shall be established for all employees. The Employer will prepare a seniority list effective January 1, and July 1 of each year. This list will include the following information: employee's name, classification, date of hire, year of seniority, and hours accumulated. The seniority list will be posted no later than the fifteenth (15th) day of the respective month.
- 10.07** A Newly hired permanent full-time and contract full-time employee shall be considered a probationary employee for a total of one hundred and sixty (160) working days from her date of last hire. For the purpose of this article, "working days" shall mean days of actual work. It excludes Saturdays, Sundays, paid holidays, overtime and any leave and/or entitlement days.

Upon giving ten (10) working days' notice to the Union, the probationary period may be extended for a further period of up to sixty (60) working days.

A newly hired permanent part-time, contract part-time, or casual employee shall be considered a probationary employee for eight hundred (800) regular straight time hours worked and credited or eighteen (18) months, whichever comes first from her date of last hire.

Upon giving ten (10) working days' notice to the Union, the probationary period may be extended for a further period of up to four hundred (400) hours.

During the probationary period, the employee shall, with the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of

this Agreement unless otherwise provided in the Agreement.

After completion of the probationary period, seniority shall be effective from the date of last hire.

10.08 Loss of Seniority

An employee shall not lose accumulated seniority if she is absent from work because of sickness, disability, accident, lay-off period, or vacation as approved by the Employer.

An employee shall not continue to accumulate seniority if she is absent from work during a period of lay off or an unpaid leave of absence if such leave of absence exceeds twenty (20) consecutive days.

An employee shall only lose her seniority in the event she:

- 1) Submits a resignation.
- 2) Is discharged and not reinstated.
- 3) Is laid off for a period of more than eighteen (18) months.
- 4) Is absent from work without permission for three (3) consecutive days unless a satisfactory reason is given by the employee; or
- 5) Fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent to the last known address according to the records of the Employer, unless a satisfactory explanation is given by the employee.

10.09 Employee Transfers

An employee hired after May 29, 1996 transferring from part-time to full-time or vice versa shall be credited with all accumulated seniority as described in (a) or (b) below:

- a) Part-time to full-time: An employee hired after May 29, 1996 who transfers from part-time to full-time shall have her date of hire calculated by dividing the total number of part-time hours as of the date of transfer by one-thousand, six-hundred (1600) hours.
- b) Full-time to part-time: An employee hired after May 29, 1996 who transfers from full-time to part-time shall have her seniority from date of hire converted to hours by multiplying such seniority by one-thousand, six-hundred (1600) hours for each full year and adding the number of hours credited for any part year remaining.

10.10 Transfer and Seniority Outside Bargaining Unit

If an employee, with her consent, is transferred to a position outside of the Bargaining Unit, she shall retain her seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority. If an employee returns to the Bargaining Unit within twelve (12) months, she shall be placed in a job consistent with her classification. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

10.11 Contract Employees

The Employer will notify the contract employee in writing no later than fourteen (14) days before the end of the period of time for which she was hired, if her employment is to be continued beyond that period of time. The Employer will give the employee fourteen (14) days' notice of termination. A contract employee shall not accumulate seniority, but in the event that she applies for and is retained as a regular employee and successfully completes her probationary period, her seniority shall be retroactive to her original date of hire as a contract employee, provided there is no break in service greater than sixty (60) calendar days. The periods of break in service of employment as a contract employee and any period of break between employment as a contract employee and the date of rehiring as a regular employee shall not be included in seniority. The length of service of a contract employee shall be considered as seniority when the contract employee applies for another position with the Employer.

ARTICLE 11- PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall send an email notification to all employees for such position, and it shall remain open for a minimum of one (1) week. The Employer shall send a copy of the notice to the Union. Positions to be filled shall be advertised within two (2) weeks of vacancy.

Employees who wish to be notified of advertised positions shall provide Human Resources with a personal email address by June 1 of each year.

11.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range, work location, deadline for application and start date (if known). The preceding qualifications shall be established in conjunction with

the existing job descriptions.

11.03 The Employer may simultaneously seek external applicants during the posting period and at any other time but permanent full time and permanent part time employees who apply shall be considered prior to the Employer considering external candidates, provided they have the skill, ability, experience, and qualifications to be able to perform the work.

11.04 Promotions and Transfers

In filling the vacant and newly created positions as per the provisions of clauses 11.01 Job Postings, 11.02 Information in Postings, and 11.03, hereof, the Employer will award the position to an employee who meets the minimum threshold set by the employer and in selecting the employee, the employer will consider:

- a. Skills, ability, knowledge, academic qualifications,**
- b. Seniority**

Where in the judgement of the employer, the factors in (a) are relatively equal, then factor (b) shall govern. Such judgement shall be made in fair, impartial and consistent manner.

In circumstances where the most senior applicant is not selected the Employer will provide the Union President with a list of all applicants to the position including the scores for any candidate more senior than the successful candidate (upon notification of the successful candidate) and the Employer will meet (within 7 days of a request) with any senior applicant who was not selected and the Union to explain the basis for its decision.

Notwithstanding the above, if all the candidates for a position are currently incumbents in the position at a different location, the most senior person shall be awarded the position without a competition.

- a)** Any employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in her case with such grievance commencing at step three (3) of the grievance procedure.
- b)** In the event an employee is temporarily transferred by the employer's initiative, or otherwise assigned to another bargaining unit position by the employer's initiative, she shall receive compensation at the step of the assigned position that is the same step she is on in her regular position, or her regular salary, whichever is greater. In the event an employee is temporarily transferred at her own initiative, or

otherwise assigned to another bargaining unit position at her own initiative, she shall receive compensation at the step on the band of the assigned position that is the same step she is on in her regular position.

- c) An employee who applies for a posted vacancy and is unsuccessful shall be given, upon request, within seven (7) days, written feedback on areas requiring improvement.
- d) An employee who is successful in obtaining a permanent position through the above posting process may not apply for another permanent position for six months.
- e) Contract employees shall be considered to be internal candidates under this clause.

11.05 Trial Period

In the case of promotions and transfers, the successful applicant shall be placed on trial for a period of up to three (3) months. Conditional upon completing a satisfactory trial period, the employee shall be declared permanent in that position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests for reasons acceptable to the employer, or if the employee is unable to perform the duties of the new classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement shall also be returned to her former position, wage or salary rate, without loss of seniority.

11.06 Notification to Union re: Successful Applicant

Within five (5) days of appointment to a vacant position, the name of the successful applicant shall be posted. The Employer shall provide a copy of the accepted offer letter to the Union. The employer shall provide the Union with a list of all candidates.

The union shall be notified of all unionized staff changes through the labour management committee.

11.07 Recruitment of Employees in the Child Welfare Sector

In the event the Employer has a bargaining unit vacancy that it wishes to fill that could not be filled internally, it will post the vacancy on the OACAS website among other platforms.

For the purpose of grid placement for employees hired after April 1, 2018, the Employer will take into account prior relevant work experience. Subject to the

Employer's discretion (to be exercised reasonably):

- i. Recent child welfare sector experience shall be credited at the rate of one step on the grid for each year of experience.
- ii. All other relevant experience (including non-recent child welfare sector experience) will be credited at the rate of one step on the grid for two years of experience to a cap of Step 3.

Nothing in the above applies to or effects seniority or service-based entitlements other than grid placement.

Regardless of where an employee is placed on the salary grid to start, all new employees shall be required to complete a full probation period in accordance with the Collective Agreement.

11.08 Employee Placed in Position of Higher Classification

An employee who is placed permanently in a position in a higher classification shall be placed at the same step in the new classification corresponding directly with the step of the position she is leaving. The day of promotion to the new classification shall become the anniversary date for the application of salary progression within the salary scale.

An employee who is placed permanently in a position in a lower paid classification shall be placed at a step in the lower classification that is closest to the employee's wage rate prior to being placed in the new position.

ARTICLE 12 - LAY-OFFS AND RECALLS

12.01 A lay-off is defined as a permanent reduction in the work force or a permanent reduction in regular hours. In cases of reduction in regular hours, section **12.03 Advance Notice of Lay-Off** shall not apply.

12.02 The Employer shall lay off the employee(s) whose work is affected in reverse order of seniority.

- a) Permanent employees shall be recalled in the order of their seniority within their classification.
- b) No new employee shall be hired in a particular classification until those permanent employees laid off in said classification have been given an

opportunity of recall.

- c) If bargaining unit employees are laid off they will be offered casual work before non-bargaining unit employees. The acceptance of such work shall not affect the bargaining unit employee's recall rights.
- d) The parties agree that a permanent employee is not deemed to be recalled if they are only performing temporary, casual or contract work, instead of their regular permanent duties.

12.03 Advance Notice of Lay-Off

Unless legislation is more favourable to employees, the Employer shall provide employees forty (40) days advance notice of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

12.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity to recall within eighteen (18) months of the lay-off.

12.05 Qualifications

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

12.06 It shall be the duty of an employee to notify the Employer promptly of any change of address and telephone number. If an employee fails to do so, the Employer will not be responsible if a notice is not received by the employee because notice was sent to the employee's prior address.

12.07 Organizational Changes

- i) The Employer shall give the Union a minimum of forty (40) days' 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) 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.

12.08 Restructuring, Merger or Amalgamation

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

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

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

12.09 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The following articles are intended to define the normal hours of work and shall not be construed as any guarantee of hours of work per day, or per week, or of days of work per week, per month or per year.

13.02 Normal Work Week

The normal work week for full-time employees, other than After Hours Duty employees, shall consist of five (5) seven (7) hour work days exclusive of meal periods from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. It is understood a normal work day shall be between 8 am and 5 pm.

13.03 If the Employer changes the normal hours of work, then a full-time employee will be one who is regularly scheduled to work the new normal hours and a part-time employee will be one who is regularly scheduled to work less than the new normal hours.

13.04 Hours of Work for Part-time Employees

Hours of work for part-time employees shall be determined by the Employer.

13.05 Flexible Working Hours

Flexible working hours may be arranged for any of the following reasons:

- individual employees when required to meet client service needs.
- administration employees when required to meet Corporation service needs.
- individual employees at their request to meet employees' personal requirements.

In all of the above cases, the flexible working hours shall be mutually agreed between the Manager or her designate, and the employee concerned.

Flexible hours are to be taken within thirty (30) calendar days after they are earned and where this is not feasible, hours in excess of 35 hours in the week shall be treated as overtime.

13.06 Lunch Period

Employees shall be granted (1) hour of unpaid time for lunch each day.

13.07 Paid Rest Periods

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes within each three and one-half (3 1/2) consecutive hours of work.

13.08 Child Protection Support Workers

The provisions of the Collective Agreement apply to the Child Protection Support Workers except as set out below:

1. A casual employee may be scheduled to work up to twenty-one (21) hours per week; a full-time employee will be regularly scheduled to work thirty-five hours (35) per week; a part-time employee will be scheduled to work less than thirty-five (35) hours per week.
2. Casual and part-time employees will be scheduled so that a minimum shift will be three (3) hours in length.

3. The casual and part-time employee will be required to indicate availability for hours to work. The employee may be scheduled to work those hours as required to meet service demands. The employee may change availability any time up to the time that she is informed that she has been scheduled to work a shift.
4. Child Protection Support Workers may be required to work on weekends.
5. Any incumbent whose position has been re-classified as Child Protection Support Worker as of date February 15, 2013 will not be required to work on weekends until December 5, 2019.

ARTICLE 14 - OVERTIME

14.01 Definition of Overtime

In this Article, except for After Hours Duty employees, overtime shall be defined as any authorized period of work performed on a scheduled working day in addition to the regular working hours or performed on a scheduled day(s) off.

14.02 Compensation for Overtime

The overtime rate will be calculated at hour for hour compensatory time off for hours worked in excess of thirty-five (35) but less than thirty-seven and a half (37 ½) hours in a normal work week.

- 1) Overtime worked above thirty-seven and one-half (37 ½) hours per week will be paid at time and one-half (1 ½) the employee's regular rate. This amount will be paid with the employee's following pay.
- 2) Accumulated overtime may be banked, taken as compensatory time off or paid out within the following parameters:
 - a) At any one time, employees will be allowed to bank up to, but not exceed, a balance of 35 overtime hours.
 - b) Compensatory time off may be taken with supervisor approval subject to operational requirements.
 - c) A pay out of the balance may be requested by the employee at any time.
 - d) Any banked overtime exceeding 35 hours will be automatically paid out.
 - e) Any and all overtime remaining in the bank as of December 31 will be automatically paid out.

ARTICLE 15 - HOLIDAYS

15.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day (third Monday in February)	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic (First Monday in August)	

And any other day proclaimed by the Government of Ontario.

Full-time employees may also request to substitute one of the listed days above with a religious holiday. Such request must be made in writing at least 60 days before the earliest of the holiday requested to be substituted or taken and may be granted subject to operational requirements and a manager approved employee work plan for the day requested to be substituted.

15.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday or Tuesday, where the preceding Monday is declared or proclaimed a holiday shall be deemed to be the holiday for the purpose of this Agreement. Employees who work on Christmas Eve and New Year's Eve will be allowed time off with pay at 12:00 noon on those days, provided that any activity initiated that morning is completed.

15.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is scheduled by the employer to work on a holiday as defined in 15.01 Paid Holidays shall be paid at the rate of time and one-half (1½). Additionally, this employee will be given a day in lieu of this holiday, provided she qualifies for pay for the holiday under 15.05 Qualification for Holiday Pay.

15.04 Pay for the Holiday

Full-time employees who qualify for pay for one of the holidays listed in **Article 15.01** shall receive a full day's pay for the holiday or their entitlement under Ontario's Employment Standards Act, whichever is greater.

Part-time or casual employees who qualify for pay for one of the holidays listed in **Article 15.01** shall receive pay based on the formula for statutory holiday pay under the Ontario's Employment Standards Act.

15.05 Qualification for Holiday Pay

In order to qualify for pay for a holiday, an employee must have completed a full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned unless the employee was absent with reasonable cause or was absent due to:

- i) verified illness or accident which commenced within twenty (20) calendar days prior to the holiday;
- ii) a lay-off which commenced within twenty (20) calendar days prior to the holiday;
- iii) a leave of absence for a period not exceeding ten (10) calendar days inclusive of the holiday; and
- iv) vacation.

15.06 Disentitlement re: WSIA

An employee is not entitled to receive holiday pay if she is also receiving payments under the *Workers' Compensation Act* or any other income replacement plan.

ARTICLE 16 -VACATION

16.01 Length of Vacation

The vacation year will be the calendar year, beginning January 1st of each new year and ending December 31 of the same year.

- a) Annual paid vacation leave for permanent full-time and permanent part-time employees will be based on earned credits as follows:
 - i) Leave credits will be granted at the rate of one point six (1.6) days per month, not to exceed twenty (20) days for the first year of completed service.
 - ii) Twenty-two (22) working days per year will be granted to employees who have completed one (1) year but less than five (5) years of completed service.

- iii) Twenty-five (25) working days per year will be granted to employees who have completed five (5) years but less than ten (10) years of completed service.
- iv) Thirty (30) working days per year will be granted to employees who have completed ten (10) years of completed service.

Employees currently at 32 days of vacation upon ratification will keep 32 days of vacation for all years thereafter.

- b) Paid vacation leave for part-time employees will be pro-rated on the basis that a full-time employee works one-thousand, eight-hundred and twenty (1820) hours per year. Therefore, the number of working days of paid vacation leave that the part-time employee will receive in a vacation year will be pro-rated based on the number of hours the employee worked the previous year and a part-time employee must work one-thousand, six-hundred (1600) hours for each year of completed service.
- c) Vacation earned in a calendar year may be taken in same calendar year. An employee terminating employment prior to using his or her accrued vacation entitlement during the calendar year shall be entitled to payment of wages in lieu of such vacation. Conversely, where an employee has used all of her vacation entitlement during a calendar year and resigns prior to the expiration of that year, the Employer shall be entitled to set off against wages by withholding the equivalent amount from the employee's final pay cheque.
- d) At December 31 of each year, a carry-over of 10 days of vacation entitlement will be granted.

16.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional day of vacation with pay, operational requirements permitting, at a time selected by the employee.

16.03 Vacation Pay

Vacation pay shall be the regular straight time wages the employee would normally have received for working the day(s) the employee is absent on vacation leave.

16.04 Preference in Vacations

Preference for vacation periods shall be given to employees with more than one year of service (employees with less than a year's service will be permitted to schedule vacation subject to operational requirements) under a formula recognizing the following in sequence:

- 1) Those employees who have not had the most recent extended time off in the prior six months (three consecutive calendar weeks or more, for full-time employees, and pro-rated for less than full-time, vacation and/or compensating time off in lieu of overtime)
- 2) The employees who have not received last year's corresponding day off (Christmas and New Year's, March Break, July, August)
- 3) Seniority

16.05 Vacation Schedule

Vacation schedules shall be posted three times each year; January 15, April 15 and October 15, and shall not be changed unless by agreement between the Employer and the affected employee. Employees shall assist with the preparation of vacation schedules by advising their Supervisor of their preference for vacation by January 1 - for March Break, April 1 - for July and August, and October 1 - For Christmas and New Year.

16.06 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employer and the employee.

16.07 Approved Leave of Absence During Vacation

Any bona fide sick leave in excess of three (3) days accompanied by a certificate from a medical practitioner, bereavement leave or any other approved leave during an employee's period of vacation shall not be deducted from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a mutually agreeable later date.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Definitions

- a) Casual Illness Entitlement Plan** - Each employee will be paid her normal salary, in full, for any cumulative or random illnesses and/or injuries up to a maximum of ten (10) days per year. Any cumulative absences beyond a total of ten (10) days per year will be without pay.
- b) Short Term Sick Leave Benefits** is as fully described herein and applies to all periods of absenteeism due to illness and/or injury where such period exceeds five (5) days in length.

17.02

- a)** If a single illness or injury lasts longer than five (5) days, benefits will be paid when eligible from the Short-Term Disability Plan commencing on the sixth (6th) day of absence.
- b)** Notwithstanding sub-paragraph 17.01(b), if an illness or injury lasts longer than five (5) days, and the employee in question has four (4) or less days available from her Casual Illness Entitlement Plan, benefits will be paid when eligible from the Short-Term Disability Plan commencing on the fourth (4th) day of absence.
- c)** Casual illness days are non-cumulative from year to year and there is no cash payout in lieu thereof. Casual illness days expire upon termination of employment.
- d)** Employees may use up to ten (10) of their casual illness days identified in 17.01(a) as family sick days for matters associated with family members including a child, parent, spouse, common-law partner, same sex spouse or fiancé(e), grandchildren, father-in-law and mother-in-law.

This leave is limited to the following circumstances:

- i)** Unpredictable family health emergencies where alternative arrangements cannot reasonably be made.
 - ii)** Unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.
 - iii)** Scheduled appointments for family health matters (including employees) where the appointment could not reasonably be made outside of normal hours of work.
- e)** Prior to or following the request for family sick leave, the Employer reserves the right to request documentation or information in support of the need for the leave. Where the leave is not approved, vacation time, personal leave, or without pay may be taken. Such approval shall not be unreasonably denied.

17.03 Payment of Short-Term Sick Leave Benefits

An employee who is absent from work due to illness or injury must notify the Employer of her absence as soon as reasonably possible. In order to qualify for sick leave benefits, an employee must notify the Employer once they have been absent due to illness or injury in excess of five (5) days, and they must advise of the expected length of absence.

17.04 Proof of Illness

An employee may be required by the Employer to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to illness.

The Employer will reimburse the employee up to \$65.00 (sixty-five dollars) for the cost of each medical certificate required by the Employer.

17.05 Termination of Coverage

Short term sick leave benefits terminate immediately upon the earlier of the employee's date of retirement or the date of the termination of her employment.

17.06 Short Term Disability Benefits will be provided as follows:

Three (3) months but less than one (1) year of service	100% of income for two (2) weeks 66 2/3% of income for eleven (11) weeks
One (1) year but less than three (3) years of service	100% of income for four (4) weeks 66 2/3% of income for nine (9) weeks
Three (3) years but less than five (5) years of service	100% of income for six (6) weeks 66 2/3% of income for seven (7) weeks
Five (5) years but less than seven (7) years of service	100% of income for eight (8) weeks 66 2/3% of income for five (5) weeks
Seven (7) years but less than nine (9) years of service	100% of income for (10) weeks 66 2/3% of income for three (3) weeks
Nine (9) years but less than Ten (10) years of service	100% of income for twelve (12) weeks 66 2/3% of income for one (1) week
Ten (10) years or more of service	100% of income for thirteen (13) weeks

17.07 For any employee failing to qualify for Long Term Disability Insurance, the Employer will extend coverage under the Short-Term Sick Leave Benefits Plan from thirteen (13) weeks to fifteen (15) weeks. After fifteen (15) weeks, Short Term Sick Leave Benefits will end.

17.08 Benefit Limitations

Short Term Sick Leave Benefits are not payable during the following periods:

- a) any period exceeding five (5) consecutive days during which the employee is not under the regular care of a physician.
- b) any period during which the employee would otherwise be taking an agreed-upon leave of absence or pregnancy leave.
- c) any period of absence of five (5) days or less.

17.09 When an employee returns to work after receiving benefits under the Short-Term Sick Leave Benefits Plan and/or Long Term Disability Plan, the employee will not be entitled to further Short Term Sick Leave Benefits pursuant to **17.02**.

- a) In the event of a claim involving a new illness or injury, the employee must be back to work for a minimum period of one (1) month.
- b) If an illness or injury is a recurrence of the one for which the employee was receiving benefits immediately prior to her return to work, the employee must have been back to work for a minimum period of three (3) months.

17.10 Sick leave pay shall be equal to the employee's regular wage exclusive of any premiums for days regularly scheduled to the extent of her sick leave credits.

17.11 All full-time employees shall be entitled to one (1) Wellness Day per year to promote mental and physical health. Requests to take a Wellness Day shall be requested in writing and shall be granted subject to operational requirements. In the event that operational requirements prevent the granting of the request the employer and employee shall mutually agree to an alternative date.

17.12 Accommodation

The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

It is the responsibility of persons with disabilities to:

1. Inform the Employer of their needs.
2. Cooperate in obtaining necessary information including medical and other expert opinions.

3. Participate in discussions about solutions, and
4. Work with the Employer and the union on an ongoing basis to manage the accommodation process.

The Union must:

1. Take an active role as a partner in the accommodation process.
2. Share joint responsibility with the Employer to promote accommodation, and
3. Support accommodation measures regardless of the collective agreement.

The Employer is required to:

1. Respond to accommodation requests in good faith.
2. Request only relevant information.
3. Take an active role in ensuring that all possible solutions are examined.
4. Maintain the confidentiality of persons with disabilities.
5. Deal with accommodation requests in a timely way, and
6. Reimburse the employee up to \$65 for the cost of a medical certificate or Functional Abilities Form required by the Employer as part of the accommodation process.
7. Notify the union of any return to work.

17.13 Sick leave time may be used by hour.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Absence for Union Representatives

Employees who are representatives of the Local on the various Union committees, or who may be Union Stewards, shall not suffer any loss of pay when required to leave their places of employment temporarily in order to meet with the Employer concerning processing or resolution of grievances or other Union-Management business. The grievor will be released with pay for grievance and arbitration proceedings. Employees must notify their immediate supervisor prior to leaving their place of employment for such purposes and will be allowed to do so, provided this does not impact on immediate service requirements.

18.02 Leave of Absence for Union Functions

- a) Operational requirements permitting leave of absence without pay will be granted upon request, to employees elected to represent the Local Union at Union functions. Such leave shall not exceed a total of thirty (30) days per year for all employees. No more than four (4) employees may be authorized to leave at any one time.

Applications for such leave must be received by the Employer not less than one (1) week in advance of the date of commencement of the leave.

- b) An employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave without pay and without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request during her term of office.
- c) The costs of the benefits for the employee on leave will be paid by the Union. The Employer will invoice the Union monthly for the full costs of benefits.

18.03 Paid Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days of leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, child, common-law spouse, brother, sister, step-mother, step-father, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, fiancé, or same-sex partner.

Three (3) days for any other relative who has been residing in the same household, or other relative for whom an employee has a substantial role in making funeral or estate arrangements.

A relative shall include a person related by marriage, adoption, or common-law. Additional travel time may be granted at the sole discretion of the Employer.

At the discretion of the Employer, such bereavement leave outlined above may be extended without pay. Such requests shall not be unreasonably denied.

Notwithstanding the above, individuals shall be granted flexibility to distribute the bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity which provide for distinct grieving periods. It is understood that if the employee requests to divide the leave, this request must be made to his/her supervisor at the time of the first request and agrees to take the second leave within a one-year timeframe.

18.04 Paid Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or subpoenaed witness for a work related case in any court. The Employer shall continue the employee's pay and the employee will provide the Employer with any payment received for such service excluding payment for travelling,

meals, or other expenses.

18.05 General Leave

An employee may request in writing to the Employer a leave of absence without pay for up to one (1) year, subject to operational requirements. Prior to beginning such a leave, the employee may elect to participate in all of the benefits in which they normally participate. In such a case, the employee must pre-pay 100% of the benefit premiums for the period of the leave or provide post-dated cheques dated the first of each month for the appropriate amount. During such leave, seniority and service shall not accumulate.

18.06 Personal Leave

Employees shall be granted five (5) paid personal leave days annually. Where possible, such leave shall be requested in writing and shall be granted subject to operational requirements. In the event that operational requirements prevent the granting of the request, the Employer and the employee shall mutually agree to alternative dates. Employees have the option of taking personal leave days in half day increments if they choose to do so. It is understood that personal leave day's allotments shall not carry over from one calendar year to the next.

18.07 Education and Training

a) Education

The Employer will grant up to nine (9) days with pay for educational leave for diploma and degree courses from a recognized post-secondary entity.

The Employer, using its discretion may encourage or require the employee to participate in appropriate learning events. A discussion will occur as to whether or not the employee can use educational leave days available or whether additional days are required.

An employee may carry over a maximum of one (1) years' worth of educational leave from one year to the next. Unused leave is lost and is not paid out to the employee.

Each employee will have access to six hundred (\$600.00) to cover costs related to education.

b) Training

The Employer is committed to developing and enhancing a learning culture within the organization. Accordingly, the Employer will develop in consultation with the employee and his/her manager individual training plans on an annual basis. The plan will be based on:

- The employee's previous learning.
- The mandatory training related to her current position.
- The specialized training related to her current position.
- The employee's ongoing skill development related to her work including areas identified on performance evaluation.

First and above all employees must complete the mandatory requirements/training of their position within a reasonable time period before accessing other training opportunities.

18.08 Education Leave Without Pay

Subject to operational requirements, the Employer may grant educational leaves of absence without pay for a period of up to one (1) year.

An employee who is granted educational leave of absence without pay will be reintegrated with the Employer on the condition that a vacancy exists in her classification following the completion of her course.

18.09 Pregnancy and Parental Leave

a) Pregnancy Leave

A pregnant employee who started employment with the Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay in accordance with the provisions of the *Employment Standards Act*. A pregnant employee is entitled to up to seventeen (17) weeks of unpaid pregnancy leave. The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin along with a certification from a legally qualified medical practitioner stating the expected birth date.

b) Pay During Pregnancy Leave

An employee with six (6) months or more continuous employment with the Employer who is entitled to pregnancy leave under this Article and provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* shall:

1. Be paid for a one (1) week period at 75% of regular earnings. This payment shall be made at the commencement of the pregnancy leave and is subject to the

provisions of the *Employment Insurance Act*. The foregoing shall be pro-rated for employees working less than full-time hours.

2. An employee shall be paid an amount equivalent to the difference between 75% of her weekly gross earnings and 55% of her weekly maximum insurable earnings (as defined under the *Employment Insurance Act*). Such payment shall commence following completion of the one-week *Employment Insurance* waiting period and receipt by the Employer of the employee's *Employment Insurance* cheque stub as proof that the employee is in receipt of *Employment Insurance* maternity benefits. Such payment shall last sixteen (16) weeks.

c) Parental Leave

An employee who started employment with the Employer at least thirteen (13) weeks before the expected birth or coming of the child into the custody, care and control of a parent for the first time is entitled to a leave of absence without pay in accordance with the provisions of the *Employment Standards Act*. An employee is entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave if the employee has taken pregnancy leave and sixty-three (63) consecutive weeks if she has not taken pregnancy leave. Parental leave must begin within seventy-eight (78) weeks of the date the child is born or comes into the custody, care and control of a parent for the first time.

A birth mother may take both pregnancy and parental leave. The parental leave of any employee who has taken pregnancy leave must begin when the pregnancy leave ends unless there are grounds for an exception recognized by the *Employment Standards Act*. The employee must give the Employer at least two (2) weeks written notice of the date the parental or adoption leave is to begin.

d) Pay During Parental Leave

An employee entitled to parental leave shall be paid an amount equivalent to the difference between 75% of her weekly gross earnings and 55% of her weekly maximum insurable earnings (as defined under the *Employment Insurance Act*) for a maximum of 25 weeks. An employee's total number of weeks of combined pregnancy and parental top-up shall not exceed 25 weeks.

e) Benefits

Employees on pregnancy or parental leave shall continue to participate in all benefit plans in which they are enrolled at the commencement of the leave unless the employee elects in writing not to do so and must continue to pay their LTD premiums.

The Employer shall continue to make its OMERS contributions in relation to the employee's pregnancy and parental leave in accordance with OMERS rules, provided the employee maintains her share.

During pregnancy or parental leave, applicable under the provisions of the Employment Standards Act, vacation credits, seniority and service shall continue to accrue.

f) Reinstatement

An employee returning to work after pregnancy or parental leave shall provide the Employer with at least six (6) weeks' notice. On return from pregnancy or parental leave, the employee will be placed in her former position or equivalent position as long as such a position exists.

An employee may change the notice to end maternity or parental leave to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the leave was to end under the allowance of the Employment Standards Act.

18.10 The Employer will provide a self-funded leave plan.

ARTICLE 19 - WAGES, ALLOWANCES, SEVERANCE & KILOMETER ALLOWANCE

19.01 Pay Schedule

The Employer shall pay salaries and wages bi-weekly in accordance with **SCHEDULE A - SALARY SCALES** attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

19.02 Equal Pay for Work of Equal Value

The Parties agree to comply with the *Pay Equity Act*.

19.03 After Hours Emergency Duty Employees

a) As a condition of employment, incumbents assigned to the following job classifications may be required to be on duty during the night and weekends, subject to conditions set out in **Articles 19.03 b)**:

Recruitment and Assessment Worker, Integrated Child & Youth Worker, Integrated Protection Worker and Placement Coordinator and any employee who is an authorized child protection worker in any other position.

b) The parties recognize that after-hours coverage is a key Employer responsibility and part of its child protection mandate. As such, the following procedure shall apply to staff the after-hours emergency duty service:

- 1) A volunteer roster of qualified After-Hours workers will be maintained, and this group will have first rights to shifts.
- 2) All additional open shifts (after slotting in any casual employees the Employer utilizes in its discretion in accordance with paragraph 12 below) will be assigned to qualified workers (including permanent and contract) in order of reverse seniority (with people with no seniority, such as contract and probationary, being the least senior and ordered from date of last hire). It is agreed that employees with 15 years of service or more will be exempt, at the employee's option. Open shifts that are not filled at that time will be filled starting with the shifts that include statutory holidays in reverse chronological order (ie. New Year's Day filled with least senior, Boxing Day with next least senior, etc., and then the remaining shifts in chronological order). Notwithstanding the above, any employee who covered the New Year's Day, Boxing Day or Christmas shift, may be skipped for those shifts the following year (and will be placed in the next shift required to be filled).
- 3) The roster will begin anew at the start of each calendar year (following the week that includes New Year's Day statutory holiday).
- 4) A schedule will be created for the entire year, with the planning meeting taking place in November of the previous year.
- 5) The roster will be posted by December 1st of the previous year for the following year.
- 6) It will be the responsibility of the employee to find coverage for their assigned shift if they cannot fill it for any reason. Newly vacant shifts that become available throughout the year and not covered by the AHES team, shall be filled using reverse seniority, starting with the employees with the least seniority who have not already been scheduled throughout the year. On that list, any volunteer from paragraph 1 above or any employee who worked in the two weeks before or are scheduled to work in the two weeks after the date(s) in question will be skipped. In emergency situations under this paragraph, if an employee must hire childcare because their children would

otherwise be left without adult supervision, the cost of hiring childcare shall be reimbursed to the employee at a maximum rate of \$15 per hour.

Employees must be approved for childcare costs in advance of the shift by the After-Hours Manager.

- 7) Employees with any prior approved vacation time that falls within a vacant shift shall not be scheduled for that shift.
- 8) Shifts commence at 4:30pm on Fridays, and end at 8:30am on the following Friday. Shifts may be split between “phones” and “outs.” Pay for splitting shifts will be 60 percent to “phones” and 40 percent to “outs.” Additional splitting of shifts will not occur unless expressly authorized by the Employer.
- 9) The rate of on call pay for one full week of duty shall be \$850.00. An additional \$100.00 will be paid for a paid holiday.
- 10) Any employee performing this after hours on call service that is called out to work with authorization from the after-hours service manager shall be paid at their current step, but on the same band as the Integrated Protection Worker.
- 11) Under no circumstances will an employee’s total on call pay for a week be less than his or her minimum ESA entitlement.
- 12) The Employer may, at its discretion, hire and utilize casual employees (in lieu of non-volunteers) for the sole purpose of performing after hours work. The Employer will make best efforts to schedule these employees for at least three on call weeks per year if utilized.
- 13) The employer will ensure that the employee is taxed at the same rate as if the payment was on a separate pay.
- 14) In the event the Employer gets fewer than 12 volunteers under paragraph 1 above in any year, it will recruit and promote the after-hours opportunity internally and post the opportunity externally.

19.04 Kilometer Expenses

Kilometer rates paid to employees, including office staff, using their own automobile for the Employer's business shall be \$0.57 cents per kilometer effective August 2, 2023 and \$0.58 cents per kilometer effective April 1, 2024.

19.05 Car Insurance

All employees who are required to use their vehicle for the Employer's business shall have business use automobile insurance with third party liability coverage of \$2,000,000 including accident benefits, collision, comprehensive, and where appropriate the OPCF 6A rider ("Permission to Carry Paying Passenger for Compensation"), or, a letter from the employees insurance broker/insurance company confirming that the insurance is in effect and the policy recognizes the employee's work related use. When negotiating their insurance coverage, employees should disclose all potential business uses of both owned vehicles and agency rental vehicles, including the occasional transporting of passengers and the occasional need to rent vehicles for business use in some instances.

Upon submission of satisfactory proof of coverage and expense, the employee will be reimbursed \$200.00 per calendar year. Such claim and provision of proof must be made in the calendar year for which it is claimed. The Employer will reimburse employees who are required by the Employer to carry infants and toddlers in the course of their duties for reasonable costs incurred in having car seat anchors installed in their vehicle if such anchors are not already in place.

19.06 Meal Allowance

Meal allowances are paid to staff when they are traveling on Employer's business or when required to be on the Employer's business during regular meal period. Employees will be reimbursed for the actual cost of the meal, substantiated by receipts, up to the maximum of the following meal allowances:

	Effective Upon Ratification
Breakfast	\$14.00
Lunch	\$17.00
Supper	\$23.00

In County, receipts are required for each meal. Out of County, receipts are required, based on the total for the day, provided that the employee is away from home at least one full working day.

19.07 Automatic Increment

The Employer agrees to give staff an automatic salary increment as per SCHEDULE A - SALARY SCALES Increments shall be implemented on the employee's anniversary date

each year for full- time employees and when the employee works an additional one-thousand, six hundred (1600) hours for a part-time employee until the employee reaches her maximum salary rate for her classification.

19.08 Red-Circled Employee

The current base salary dollars for a red-circled employee will be frozen at the existing level, until salary schedule adjustments to the lower salary grade raise the base rate of pay up to the frozen level.

19.09 Cell Phones

The Employer is responsible for providing cell phones to all employees.

19.10 Legal Defense Coverage

- a) The Employer shall pay one hundred percent (100%) of the premium for a comprehensive liability insurance providing incidental professional liability to the employee. The policy will provide general liability insurance and error and omissions liability insurance. In any case of dispute of interpretation, the insurance plan document shall be the governing document.
- b) The Employer shall provide legal counsel and protection to employees and former employees who are being charged under any statute of the Province of Ontario with the exception of the *Highway Traffic Act* and including the *Criminal Code of Canada* for any reason arising out of, or during the performance of authorized Employer duties. The Employer shall provide coverage of legal fees and disbursements to a maximum of \$100,000 and will continue until there is a finding of guilt or a plea of guilt. The employee shall have the right to Union representation and shall suffer no loss of wages and seniority. The Employer shall provide legal counsel and protection to employees and former employees, with respect to any civil proceeding or hearing before any administrative tribunal or disciplinary body alleging improper conduct in respect of the employee's acts or omissions while acting for the Employer reasonably and in a manner consistent with his or her duties and responsibilities or under the express authorization of the Employer.
- c) In the event of an inquest conducted by the Office of the Coroner, any employee or former employee who is required to give evidence in a matter arising from her employment with the Employer shall be afforded representation by the Employer's attending legal counsel, if any, provided that the interests of the Employer and the employee align with one another.

- d) The Employer will notify the President of the local regarding matters, of which the Employer is aware, arising out of the performance of an employee's duties in the case of a lawsuit, inquest, criminal investigation of a worker, or a formal complaint against the worker to the Human Rights Tribunal.
- e) Should an employee or former employee who was acting reasonably and in a manner consistent with his or her duties and responsibilities or under the express authorization of the Employer be subpoenaed to give evidence in connection with a civil court proceeding that is related to their child protection role and arises out of a serious injury to or death of a child (including an alleged homicide), the employee or former employee shall be afforded representation for that purpose by the Agency's legal counsel.

ARTICLE 20 - EMPLOYEE BENEFIT PLANS

20.01 Pension Plans

In addition to the Canada Pension Plan, every permanent continuous full-time employee shall join the OMERS pension plan. All other employees other than continuous full time will be offered an opportunity to join the plan in accordance with OMERS eligibility requirements.

The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

20.02 Workplace Safety and Insurance Act (WSIA)

- a) The Employer agrees to arrange for coverage of all employees under the Workplace Safety and Insurance Act (WSIA).
- b) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on his/her WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

20.03 Employer Contributions to Hospital and Medical Insurance

The Employer shall pay such cost as herein provided:

1. Extended Health Care Plan, or equivalent - 100%
2. Dental Plan at current ODA fee schedule as amended from time to time minus one year 100%. The dental plan covers annual dental check-ups for adults (including x-rays).

The Dental Plan shall provide an orthodontic benefit to a maximum lifetime benefit of \$1500.00.

3. Vision Care: The Employer will provide a vision care plan that pays \$450.00 every twenty-four (24) months for employees and dependents. In lieu of prescription eye glasses or contact lenses, an employee and/or insured dependent may apply the vision care amount to laser eye surgery.
4. Hearing Aids: The Employer will provide for hearing aids up to \$500 every five (5) years.

20.04 Employer Contributions to Group Life Insurance Program

The Employer shall pay 100% of the cost of the premium for a Group Life Insurance and Accidental Death and Dismemberment Plan for all employees in the Bargaining Unit. This insurance program applies solely to permanent employees.

The Employer shall pay the premium to provide \$65,000 in life insurance and accidental death and dismemberment.

20.05 Long Term Disability (LTD)

The Parties have agreed to a salary continuation insurance plan. The premiums are paid entirely by the employees.

20.06 Semi-private accommodation will be provided for dependents of eligible employees.

20.07 The Employer will provide an Employee Assistance Program as part of its benefit offerings. Details of the plan will be available to all active employees.

20.08 Wellness Strategy

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

The Employer will provide \$750.00 (seven hundred and fifty) towards a Health Spending Account, on an annual basis, for all permanent fulltime and permanent part-time employees subject to the following conditions:

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

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

20.09 Compulsory Contributions

All of the preceding benefits are compulsory for permanent full-time employees and permanent part-time employees who work fifteen (15) hours per week or more and were employed as of February 15, 2013.

Permanent part-time employees hired after February 15, 2013 shall participate in the preceding benefits on a pro-rata basis, using the number of hours they regularly work compared to a full-time employee. Permanent part-time employees who are regularly employed for less than fifteen (15) hours per week and are not enrolled in OMERS will receive ten percent (10%) of their regular earnings in lieu of the benefits in **ARTICLE 20 - EMPLOYEE BENEFIT PLANS**. Permanent part-time employees who work less than fifteen (15) hours per week who are enrolled in OMERS will receive four percent (4%) of their regular earnings in lieu of all group insurance benefits.

20.10 Contract Employment

Contract employees will receive ten percent (10%) of their regular straight time wages in lieu of all benefits under this Article. This percentage in lieu of benefits will begin to be paid after the employee has completed three (3) months of service. In addition, they shall receive four percent (4%) of their regular straight time wages in lieu of vacation.

20.11 Percentage in Lieu of Benefits: Casual Employees

Notwithstanding the provisions of **ARTICLE 15 - HOLIDAYS, ARTICLE 16 - VACATION, ARTICLE 17- SICK LEAVE PROVISIONS, ARTICLE 19.05 Car Insurance, ARTICLE 20 - EMPLOYEE BENEFIT PLANS**, all casual employees shall receive fourteen percent (14%) of the employee's regular straight time wages in lieu of all paid holidays, sick leave, car insurance and employee benefits plans in **ARTICLE 20 - EMPLOYEE BENEFIT PLANS**. Casual employees who are enrolled in OMERS will receive 8% in lieu of all paid holidays, sick leave and employee benefit plans in **ARTICLE 20 - EMPLOYEE BENEFIT PLANS**. This percentage in lieu will begin to be paid after the employee has completed three months of service. In addition, the employee shall receive 4% of the employee's straight time wages in lieu of vacation.

20.12 Retiree Benefits

Provide for 50/50 cost-sharing for the premium for extended health care and dental plans for retired employees from age 55 to the month in which the retired employee reaches age 65. The coverage will terminate in the month in which the retired employee fails to pay his/her share of the premium. Once a retired employee's coverage is terminated, the employee will not be able to re-enter the plan. Semi-private hospital coverage is not included. This coverage is available to employees as a family plan at the employee's option.

ARTICLE 21- HEALTH AND SAFETY

21.01 Cooperation on Safety

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees, and which will provide protection from factors adverse to the employee's health and safety.

21.02 Right to Monitor and Inspect

A Union representative shall have the right to accompany government inspectors on inspection tours.

21.03 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where it is contrary to the provisions of the Occupational Health and Safety Act.

21.04 Compliance with Health and Safety Legislation

The Employer and the employees shall comply with all applicable provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practices.

21.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home by the Employer as a result of such injury, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

21.06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital as a result of an accident incurred while on the Employer's business shall be at the expense of the Employer.

21.07 Access to WSIB

The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries, and such other data as the Workplace Safety and Insurance Board may decide to disclose.

21.08 Working Together

The Union and the Employer will endeavor to obtain the full cooperation of its members in the observation of all safety rules and practices.

21.09 The Employer believes it is essential to maintain a workplace free of bullying behaviour, harassment, and/or discrimination and welcomes the Union's cooperation in achieving this. Employees who consider they have been subjected to such behaviour are encouraged to bring their concerns to the Employer with the understanding their concerns will be properly heard and addressed without any fear of reprisal. Concerns can be forwarded individually or through a Union steward.

The Employer and the Union shall jointly provide training organization-wide to prevent bullying, harassment, and/or discriminatory behavior in the workplace.

21.10 Damage to Personal Property

It is agreed that employees will be reimbursed for reasonable costs associated with damage to personal property arising directly out of, because of, or during the performance of authorized Employer duties.

21.11 Violence in the Workplace

The Employer recognizes its obligation to provide and maintain a safe and violence-free workplace and the parties recognize their joint obligation to comply with the Occupational Health and Safety Act in respect of all matters, including violence prevention. The Employer has a Violence Prevention Policy which it reviews annually. As part of that annual review, the Employer agrees that it will consult and consider input from the Union members of the Joint Occupational Health and Safety Committee regarding any suggested amendments to the Policy.

The Employer aims to commit to a work environment for all staff, volunteers, service recipients, family members, contractors, visitors and students that is safe, healthy and treats all individuals with respect and dignity in accordance with the Occupational Health and Safety Act and its Regulations.

The Employer will make every reasonable effort to protect employees from injury, occupational diseases, harassment, attempted or threatened workplace violence, discrimination, and make every reasonable effort to create a workplace that promotes worker's psychological, cultural and spiritual well-being and actively works to prevent harm to a worker's psychological health and well-being.

21.12 Personal Protective Equipment (PPE)

The Employer agrees to maintain a sufficient supply of PPE supplies on the Employer's property including, but not limited to, hand sanitizer, cleaning

products, appropriate gowns, gloves, and masks. Determination of appropriate PPE and sufficient supply shall be guided by public health authority recommendations.

ARTICLE 22 - WORKLOAD

22.01 The Employer recognizes that the issue of workload is of serious concern to bargaining unit employees. The Employer recognizes its responsibility to provide services to clients through employees in accordance with legislation and to conform to current Ministry Standards and Directives. It is also the responsibility of the Employer to establish and maintain an effective infrastructure and to manage and prioritize workloads. This is within the limitations of available resources.

22.02 The Employer and the Union recognize that workload can fluctuate and should therefore be reviewed on a regular basis with the goal of fair, reasonable and equitable distribution of workload.

22.03 It is the goal of the Employer to achieve the following caseload ranges (note: case numbers include kinship cases/responsibilities):

Service Function	Ranges	Review Trigger
Integrated Protection Worker	12 – 17 active cases	15 active cases
Integrated Child & Youth Worker	16 – 21 active cases	18 active cases
Recruitment & Assessment Worker	27 – 32 active cases	29 active cases

The workload of Child Protection Support Workers, Unit Assistants, Volunteer Coordinator, First Contact Workers, Placement Coordinator, Preparation for Independence Workers, Receptionist, Legal Assistants, Bookkeepers and IT Support shall be reviewed if they are required to work overtime on a regular basis.

Caseload numbers for part-time employees and those in job share will be prorated accordingly.

22.04 Irrespective of caseload ranges and/or other identified workload issues whenever an employee claims that his/her workload is at an unmanageable level, the employee may request in writing to his/her immediate manager an assessment of his/her workload.

22.05 The Employer and Union agree to review workload issues by Joint Workload Committee which reports directly to Labour Management Committee. Discussion of workload issues will be a standing agenda item on each Labour Management Meeting.

The Workload Committee shall forward a summary report to the Labour Management Committee and the Management Team following each meeting.

22.06 Joint Workload Committee

- 1) The Committee's work shall include, but not be limited to the following:
 - a. To gather and review statistical, financial and member survey information as it relates to service volumes and funding.
 - b. To review current work processes, Employer standards, procedures and practices as they relate to workload.
 - c. To review recommendations outlined in relevant reports and the related implications of these studies for the Corporation as a whole.
 - d. To-evaluate the procedure for addressing individual workload issues.
- 2) The Workload Committee will be comprised of three (3) representatives appointed by the Union and three (3) representatives from Management. Given the key focus of the Workload Committee is to effectively address issues related to caseloads and/or workloads, the parties commit to appoint representatives with a working knowledge of caseload/workload issues. A Management or Union representative shall chair the meeting on an alternating basis. The Union may have an alternate member who will attend in the event a regular member cannot attend.
- 3) The Workload Committee may meet on a monthly basis but at a minimum shall meet on a quarterly basis. Union members of the committee shall be entitled to reasonable preparation time prior to each meeting of the committee. Such preparation time is to be provided at the expense of the Employer and to be considered as time worked.
- 4) The Workload Committee shall have ongoing access to all caseload statistics.
- 5) The Workload Committee shall have access to workload review statistics including a summary of the workload themes emerging from these reviews.

The Employer will upon request provide the Union with a team or job function breakdown of workload by bargaining unit employee. This break down will include relevant factors impacting work load (e.g. number of cases in court, high risk cases, infants, subsequent referrals) based on job function.

22.07 Employer Responsibilities

1. The Employer undertakes to utilize a variety of methods to provide optimum service to clients and effectively manage workload demands. The Service Managers are responsible for case assignment and will take the following factors into consideration:
 - Employee skill, ability and experience in a specific area
 - Geographical location/amount of travel time
 - Number of high risk/complex cases
 - Number of cases before the court
 - Cases requiring coordination regarding placement, supervised access, etc.
 - Linguistic skills
 - Cases being supervised by other Agencies
 - Committee work including Union responsibilities
 - Team coverage including leaves of absence, vacation and prolonged illness, and the availability of protected recording time
 - Attendance at mandatory training
 - Introduction of new technology
 - Coaching and mentoring of new staff
 - Other employment related duties or assignments

2. The Employer is committed to assisting employees where possible to:
 - Decrease travel time and increase face to face client time by:
 - Assigning geographically and use of phone conference and scheduling of meetings to minimize travel time and expense
 - Managing expectations regarding committee work (with the exception of Union Committees)
 - Providing clerical and technological assistance to deal with administrative demands and requirements

3. The Employer will ensure the availability of regular ongoing supervision.
4. Employer will afford employees vacating positions reasonable opportunity to complete any documentation requirements and will establish a work plan with the employee for the completion or transfer of files.
5. The Employer will fill vacancies due to retirement, planned leaves and resignations as quickly as possible within budgetary constraints.
6. The Employer will conduct workload reviews on at least a quarterly basis and share the results with the workload committee.
7. Each service manager will share the workload information with her team for input and discussion on a quarterly basis.

22.08 Employee Responsibilities

The employee is expected to plan and manage her workload in the following manner:

- Attending regular supervision and discussing any difficulties with her manager
- Plan longer range tasks and recording on a monthly basis in consultation with her manager
- Limit participation in committees (other than Union Functions) to maximize time available for caseloads
- Plan travel time in an efficient manner
- Schedule recording of case notes etc. on a timely basis as required
- When vacating positions, establish a work plan with her manager to complete any documentation requirements for the completion or transfer of files.

22.09 Workload Review Process

Step 1: Where an employee, Manager or the Workload Committee identifies that workload is becoming unmanageable or the review trigger number in Article 22.03 has been reached, any of them may request a workload review by her immediate manager.

Workload review will include:

- Assessment of workload included but not limited to the factors under **22.07 Employer Responsibilities (1)**.
- A consideration of exceptional workload incurred through temporary coverage of another worker's caseload.
- Identifying and initiating the necessary steps to minimize the likelihood that the individual employee's workload will become unreasonable.

Step 2: A meeting between manager and employee will be held within five (5) days of the request or such period of time agreed upon by employee and manager. The purpose of the meeting is to develop a plan and address workload issues including agreed upon solutions. The solutions will be in writing and, if mutually agreed, will be signed by all parties. Remedies may include, but are not limited to the following:

- Development of a workload management plan
- Identifying priorities regarding casework requirements and modifying expectation of service
- Reassigning committee work (other than Union responsibilities)
- Redirecting cases
- Protecting recording time
- Additional training to support skill development
- Deploying additional staff
- Other remedies as may be appropriate

The Manager shall meet with the employee within 30 days of the initial meeting or as soon thereafter as practical or mutually agreed, in order to review the remedies agreed to and discuss any outstanding concerns.

Step 3: If the issue is not resolved in Step 2, the Manager or employee, will refer the matter to the Director of Service. The Director of Service will set a meeting with the employee and the Manager. The employee has the right to have a Union Representative at that meeting, if possible from the Workload Committee. The Manager and Service Director will then either confirm the initial response or offer an alternative resolution.

The Director of Service will provide a written response to the employee with a copy to the manager and to the union representative (if any) within ten (10) days.

Step 4: If the issue is not resolved, the Director of Service will refer the matter to the Executive Director who will review the issues and provide a written response to all parties within, ten (10) days.

The Executive Director's decision is final.

22.10 Case Documentation

Case documentation is a clear expectation of child welfare work.

The Employer agrees that Managers and Employees will work together to schedule protected time for employees to complete case documentation.

Employees who wish to pre-schedule such protected time may do so on a monthly basis subject to manager approval and operational requirements. In the event that operational requirements result in the cancellation of such protected time, employees may schedule alternate protected time subject to manager approval.

22.11 Scheduling of Vacations and Court Appearance

In preparation for a scheduled vacation, Service Manager and employee will discuss the length of protected time that is necessary for recordings to be on file and appropriate arrangements to be made for completing case related duties.

A employee will not be required to attend court during a scheduled vacation period unless subpoenaed.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of Agreement

The Employer shall send all unionized staff a copy of the Collective Agreement to their work email. The Employer shall print copies of the Collective Agreement when asked by a member.

ARTICLE 24 - JOB SECURITY

24.01 Contracting Out

The Employer may contract out as long as there is no lay-off of full-time employees and permanent part-time employees as a direct result of the contracting out.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.02 Copies of all board minutes, by-laws, rules and regulations adopted by the Board of Directors will be made available to all union members.

When implementing any new policies or regulations, or any changes or amendments to policies or regulations affecting the members of the Bargaining Unit, the Employer agrees to discuss the issues at a meeting of the Labour Management Committee in order to receive Union input. It is understood that urgent directives of the Ministry may require such discussion to occur after implementation. In such circumstances, the Union President, or her designate, shall be fully informed with a copy of such directive. In less urgent circumstances, the Union endeavours to provide its feedback within 30 days of the above noted discussion.

25.03 A copy of Employer policy and procedures as amended from time to time shall be made available to all bargaining unit members. The specific changes to this documentation, where applicable, shall be highlighted for ease of reference.

25.04 The Employer shall make available to the Union, information such as job descriptions, positions in the bargaining unit, job classifications and wage rates. Financial and actuarial information pertaining to pension and benefit plans will be made available as soon as possible.

25.05 The Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures and regular monthly meetings to be held on the Employers premises during the employees' lunch period or following the regular working day, if the premises are available and such meetings do not interfere with the orderly operation of the Corporation. The Union will advise the Employer of any after-hours use of Employer space and will follow all building exit protocols as prescribed by the Employer from time to time.

25.06 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.

25.07 Technological Change

If the Employer is considering the introduction of technological change which will have an effect on Bargaining Unit employees, it agrees to notify the Union as far in advance as practicable, of its intent to introduce such changes and to meet with the Union.

At any such meeting, the Employer will provide the Union with information that may reasonably be available to the employer as to the nature of the changes, the date on

which the Employer proposed to effect the changes and the employees likely to be affected by such changes. The Employer will provide updated information from time to time, as it becomes reasonably available. It will also advise the Union of the effect, if any, the changes may have on the working conditions and terms of employment of the employees affected.

In the event that a material technological change is to occur which will substantially change the responsibilities of employees, the Employer will provide the necessary training and support to the affected employees.

25.08 Mergers and Amalgamation

The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, full or partial amalgamation of the Employer which may have an effect on Bargaining Unit employees.

By the same token, if the Employer is considering any restructuring, reorganization, full or partial amalgamation of the Corporation which will have an effect on Bargaining Unit employees, it agrees to notify the Union as far in advance as is practicable of its intent to implement such changes and to meet with the Union.

At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on the working conditions and terms of employment of the employees affected.

In the event of restructuring, reorganization, full or partial amalgamation of the Corporation, Bargaining Unit members directly impacted by this change shall be provided with training deemed necessary by the Employer.

In the event that the Employer merges or amalgamates with any other body, the Employer shall use its best efforts to provide the following:

- a) CUPE seniority with the other Employer shall be credited, and Union seniority shall be recognized.**
- b) All service credits relating to vacation, sick leave credits, pension, and other benefits shall be recognized by the new Employer.**

- c) Unionized employees are credited with all seniority rights with the new Employer.
- d) Preference in location of employment in the merged Corporation, where more than one option is available, shall be on the basis of seniority.

25.09 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designate with a copy to the Union President or his/her designate.

25.10 At any time there is a conflict between applicable legislation and the collective agreement, the legislation shall prevail unless the collective agreement provides a greater right or benefit to the employee(s).

25.11 The Employer shall supply one emergency first aid kit to each new employee required to carry infants and toddlers, children and youth in their personal vehicles and such first aid kit must be in the vehicle at the time of transporting one or more infants, toddlers or children and youth.

Replacement supplies will be provided by the Employer. The content of the kits and the replacement supplies will be at the Employer's sole discretion.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party in writing within the period of one-hundred and twenty (120) days prior to the expiration of this Agreement that it desires its termination or amendment.

26.02 Notice of Changes

Within sixty (60) days of the receipt of notice in writing described in **ARTICLE 26 - TERM OF AGREEMENT** by one Party, the other Party is required to enter into negotiations for a new Agreement. At the first meeting of these negotiations, amendments to this Collective Agreement shall be exchanged.

26.03 Agreement to Continue in Force

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is ratified by the respective parties, or when the parties are in a legal position to strike or lockout, whichever occurs first.

ARTICLE 27 – NO STRIKE OR LOCKOUT

27.01 During the term of this Agreement, the Bargaining Unit agrees that there shall be no strikes, and the Employer agrees that there shall be no lockout.

Collective Agreement between Family and Children's Services of Lanark, Leeds and Grenville and The Canadian Union of Public Employees and its Local 2577 – Expiring March 31, 2025

SCHEDULE A - SALARY SCALES & HOURLY RATES

April 1, 2022 – March 31, 2023 – Hourly Rates						
STEP						
Band	1	26.4885	27.7995	29.1066	30.3516	31.6495
	2	32.1500	33.7681	35.3269	36.8396	38.4143
	3	35.5341	37.3170	39.0451	40.7176	42.4582
	4	38.6736	40.6132	42.4945	44.3137	46.2077

April 1, 2022 – March 31, 2023 – Annual Salary						
STEP						
Band	1	48,209	50,595	52,974	55,240	57,602
	2	58,513	61,458	64,295	67,048	69,914
	3	64,672	67,917	71,062	74,106	77,274
	4	70,386	73,916	77,340	80,651	84,098

April 1, 2023 – March 31, 2024 – Hourly Rates						
STEP						
Band	1	27.3495	28.7027	30.0527	31.3379	32.6780
	2	33.1951	34.8654	36.4753	38.0368	39.6626
	3	36.6890	38.5297	40.3143	42.0407	43.8379
	4	39.9308	41.9330	43.8758	45.7538	47.7093

April 1, 2023 – March 31, 2024 – Annual Salary						
STEP						
Band	1	49,776	52,239	54,696	57,035	59,474
	2	60,415	63,455	66,385	69,227	72,186
	3	66,774	70,124	73,372	76,514	79,785
	4	72,674	76,318	79,854	83,272	86,831

April 1, 2024 – March 31, 2025 – Hourly Rates						
STEP						
Band	1	27.9648	29.3484	30.7291	32.0429	33.4132
	2	33.9418	35.6500	37.2962	38.8929	40.5549
	3	37.5143	39.3967	41.2214	42.9868	44.8242
	4	40.8291	42.8764	44.8632	46.7835	48.7830

April 1, 2024 – March 31, 2025 – Annual Salary						
STEP						
Band	1	50,896	53,414	55,927	58,318	60,812
	2	61,774	64,883	67,879	70,785	73,810
	3	68,276	71,702	75,023	78,236	81,580
	4	74,309	78,035	81,651	85,146	88,785

SCHEDULE A - SALARY SCALES

Band Description

BAND	JOB CLASS
1	Bookkeeper Legal Assistant Receptionist Unit Assistant
2	CPSW IT Support Preparation for Independence Worker First Contact Worker Volunteer Coordinator
3	After Hours Emergency Duty Worker Recruitment & Assessment Worker
4	Integrated Child & Youth Worker Integrated Protection Worker Placement Coordinator

APPENDIX A - HUMAN RESOURCES ADJUSTMENT PLAN

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 service 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.

APPENDIX B - HEALTH SPENDING ACCOUNT

HEALTH SPENDING ACCOUNT

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

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

Health Spending Account list of eligible expenses

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

- a. Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen; needles and syringes); does NOT include

over the counter drugs (even if prescribed)

- b.** Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- c.** Medical Practitioners (must be licensed to practice in the province where the service is provided)
 - Acupuncturists
 - Chiropractists
 - Chiropractors
 - Christian Science Practitioners
 - Dental Hygienists
 - Dentists
 - Dieticians
 - Naturopaths
 - Nurses
 - Occupational Therapists
 - Optometrists
 - Osteopaths
 - Pharmacists
 - Physicians
 - Physiotherapists
 - Podiatrists
 - Psychoanalysts
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Therapeutics
- d.** Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- e.** Attendant Care
- f.** Hospitals and other facilities
- g.** Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
 - Artificial Eyes
 - Artificial Limbs
 - Crutches
 - Hearing Aid Devices
 - Orthopedic Shoes
 - Ileostomy or Colostomy Pads
 - Breast Prosthesis
 - Laryngeal Speaking Aids
 - Limb Braces
 - Oxygen Tent or Equipment
 - Incontinence Supplies
 - Walkers
 - Wheelchairs
 - Wigs
 - Hospital Bed
- h.** 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)
- i.** 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)
- j.** Other
 - Ambulance fees for transportation
 - Laboratory, radiological, or other diagnostic procedures or services
 - Cosmetic surgery if necessary for medial or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of

residence

- Electrolysis or hair removal performed by a licensed technician
- Hearing expenses including hearing aids and hearing ear dogs
- Modifications to a home for person confined to a wheelchair
- Preventive diagnostic, laboratory and radiological procedures
- Surgical heart transplants performed by a physician
- Transportation expenses to receive medical care including: the cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
- Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
- Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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

LETTERS OF UNDERSTANDING

Preamble:

The following letters continue in effect in accordance with **ARTICLE 26 - TERM OF AGREEMENT** and shall only be renewed upon agreement of the Parties:

LETTER OF UNDERSTANDING: Use of Placement Students.....70

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LETTER OF UNDERSTANDING: USE OF PLACEMENT STUDENTS

**BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577**

The Employer has a responsibility to make a contribution to the learning experience of students interested in the many aspects of child welfare work. Consideration MAY be given to student placement requests from the following educational programs subject to the Employer's discretion:

- k.** Master of Social Work; Bachelor of Social Work at a recognized University;
- l.** Child & Youth Worker Diploma or Child Development Services;
- m.** Diploma at a recognized Community College;
- n.** Office Administration, Computer Systems at a recognized Community College or other accredited institution

Procedures:

- o.** Requests for student placements will be brought to the management team for consideration.
- p.** The decision to accept a student will be made after a discussion of the following:
 - Availability and willingness of a worker to provide direction;
 - The requirements on a manager for supervision;
 - Impact on workload of worker and manager;
 - Office space;
 - Priority unit/Employer needs.
- q.** The manager accepting the student is responsible for orientation, regular supervision and the evaluation of the student's performance.
- r.** The worker or workers are responsible for sharing their expertise and their knowledge or best practices: this can be accomplished through shadowing, task assignment, file review, readings, etc.
- s.** The student is responsible for fulfilling their placement requirements and adhering to the Employer's policies and procedures, as required. The student does not assume any responsibility for child welfare regulatory requirements.

LETTER OF UNDERSTANDING: PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

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:

- t. Provincial Discussion Table (PDT)
- u. PDT - Sub-Committee - Worker Safety Group
- v. PDT – Sub-Committee - Workload Measurement Group

Collective Agreement between Family and Children's Services of Lanark, Leeds and Grenville and The Canadian Union of Public Employees and its Local 2577 – Expiring March 31, 2025

LETTER OF UNDERSTANDING: BENEFIT SAVINGS

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

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.

LETTER OF UNDERSTANDING: COLLEGE OF SOCIAL WORK

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

The Parties agree that the Collective Agreement does not contain any job classification entitled "Social Worker" or "Social Service worker" within the meaning of the Social Work and Social Services Work Act, 1998 (referred to as the Act).

An employee shall suffer no loss of employment or a reduction of wages and benefits as a result of not meeting the requirements for certification under the Act. Further, an Employee shall suffer no loss of employment or reduction of wages and benefits as a result of any discipline imposed under the Act.

Notwithstanding the above, the Employer retains the right to impose discipline or discharge in accordance with the Collective Agreement, separate and distinct from any process imposed by the college.

LETTER OF UNDERSTANDING: SOCIAL MEDIA

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

The Employer will consider on a case by case basis whether it will provide legal support (and the extent of such support) in the event an employee is harassed, defamed or suffered an invasion of privacy resulting from the employee's employment with the Employer. In exercising its discretion under this LOU, the Employer will consider the costs of such support, the severity and frequency of the misconduct, whether the misconduct approaches or reaches a criminal threshold, and whether civil actions or remedies are appropriate.

The Employer is also in the process of finalizing a policy related to these issues and commits to its completion within 90 days of the ratification of the collective agreement and further commits that the policy will not contradict anything in this Letter of Understanding.

LETTER OF UNDERSTANDING: PROMOTIONS AND TRANSFERS

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

The Employer agrees it will follow the June 15, 2023 Candidate Assessment Process (the "CAP") for the term of this collective agreement, except the percentages will be modified as below.

The CAP will be attached to every posting and will be accessible in the Employer's HR Public Folder at all times. By August 31, 2023, similar CAPs will be developed and shared for all bargaining unit positions.

- Education/Experience 25%
- Assessment of Worker Performance 20%
- The interview 35%
- Written 20%

LETTER OF UNDERSTANDING: EMERGENCY RESPONSE COMMITTEE (ERC)

BETWEEN
FAMILY AND CHILDREN'S SERVICES OF LANARK, LEEDS AND GRENVILLE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2577

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

During the above noted period, the parties agree to:

1. Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. It shall have a minimum of three members from each of the Union and the Employer and meet as needed.
2. The ERC shall provide input to the Employer regarding an emergency plan which may include but not be limited to the following items:
 - a. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
 - b. Redeployment strategies to avoid or reduce layoffs if possible;
 - c. Obligations and entitlements of employees when/if working from outside of the office, eg. working from home;
 - d. OHRC accommodation issues;
3. It is understood that the above committee replaces the existing Workforce Reintegration Committee.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
5. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.