

COLLECTIVE AGREEMENT

Between

**CHILDREN'S AID SOCIETY OF THE DISTRICT OF
NIPISSING AND PARRY SOUND**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND
ITS LOCAL 2049, C.L.C.**

CUPE / *Canadian Union
of Public Employees*

Term: April 1, 2022 to March 31, 2026

(Amended as per Award dated June 10, 2024)

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COLLECTIVE AGREEMENT

**BETWEEN: CHILDREN’S AID SOCIETY OF THE DISTRICT OF
NIPISSING AND PARRY SOUND**

(Hereinafter called the “Employer”)

OF THE FIRST PART

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS
LOCAL 2049**

(Hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board has certified that a majority of the employees in the bargaining unit hereinafter set forth are member of the Union:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement and, further, subject to fulfilling of the objectives of the Employer, to give service to the public in accordance with the Child and Family Services Act, Statutes of Ontario, 1990, as amended as well as the Youth Criminal Justice Act. It is recognized by this Agreement to be the duty of the Employer and its employees to cooperate fully, individually, and collectively, for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

- 2.01**
- a) The Employer recognizes the Union as the sole and exclusive bargaining agent of all the employees in the bargaining unit. All of the employees of the Children’s Aid Society of the District of Nipissing and Parry Sound save and except shift supervisors or coordinators, persons above the rank of shift supervisor or coordinator, and the Executive Assistants to the Senior Management Team constitute this bargaining unit.
 - b) In the event that Group Homes are reinstated, those employees shall become part of the bargaining unit, and the parties shall meet to negotiate their working conditions.

2.02 No Other Agreements

No employee who is a member of the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

2.03 The Union committees shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 3 - DEFINITIONS

3.01 Full-Time Employee

A “full-time employee” is one who is normally scheduled to work thirty-five (35) hours or forty (40) hours per week.

3.02 Part-Time Employee

A “part-time employee” is one who usually works twenty-four (24) hours or less per week.

3.03 Permanent Employee

A “permanent employee” is one who is hired for an indefinite period.

3.04 Temporary Employee

A “temporary employee” may work full-time or part-time hours and is one who is required to:

- (1) Replace an employee(s) who is on
 - (i) Vacation or
 - (ii) On an approved leave or
 - (iii) Off work due to accident or illness
- (2)
 - (a) Work for a specific period or to perform a specific non-reoccurring project or task provided it does not exceed six (6) months.
 - (b) The initial leave may be extended by mutual agreement of the Union and Employer. However, the period of employment of such persons will not exceed twelve (12) months unless an extension is mutually agreed to by the parties.
 - (c) The release or discharge of a temporary employee shall not be the subject of a grievance or arbitration.
 - (d) Subject to (e), a temporary employee does not acquire seniority.
 - (e) This clause would not preclude temporary employees from using the job posting provision under the Collective Agreement after working a

minimum of nine (9) months. A successful applicant who has completed his probation period will be credited with seniority back to their most recent date of hire.

- 3.05** The Employer will outline to the Union and the employee selected to fill such temporary vacancies, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

ARTICLE 4 - NO DISCRIMINATION

- 4.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 4.02** The Employer and the Union agree that there shall be no discrimination against any employee as listed in the Ontario Human Rights Code. The Employer and the Union further agree that there will be no discrimination, violence or harassment that constitutes a violation of the Human Rights Code and/or Health and Safety Legislation.
- 4.03** The Union and the employees will not engage in union activities during working hours. The foregoing shall not apply to the processing of grievances.
- 4.04** All references to the male gender in the Agreement shall read as applying to the female gender where the context would apply.
- 4.05** Any reference to office in this Agreement shall read as applying to Branch Office where the context should apply.

ARTICLE 5 - RELATIONSHIP

- 5.01** The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member of the Union if he so desires.
- 5.02** The Employer agrees to deduct from the monthly payroll from all employees who are members of the bargaining unit, whether or not they are members of the Union at the signing of this Agreement, the dues 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 Union on or before the 15th of the following month.
- 5.03** The Employer shall include the amount of Union dues paid during the previous calendar year on each employee's T-4 income tax receipt.

5.04 The Union agrees to indemnify the Employer, its agents and/or employees in respect of all claims or actions, which may arise in respect of the operation of this article.

5.05 Notification of New Employees

The Employer will provide the Union with the following information on an annual basis, and/or at anytime upon 30 day's notice:

- a) A list of all employees covered by this Agreement with their name, address, home telephone number, classification, and current salary.

The Employer agrees to notify the Local by email of the following:

- a) Within one (1) week of the termination date of any employee who leaves the bargaining unit.
- b) Notice of change of address and/or home telephone number of each bargaining unit employee when received in writing.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, and suspend employees and to discipline or discharge any employee for just cause subject to the terms of the Collective Agreement;
- c) make, enforce, and alter, from time to time, rules, and regulations to be observed by the employees, provided that before new rules are enacted, and existing rules are altered, a copy shall be given to the Union Executive Committee and an opportunity given to them to make representations;
- d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determined and exercise all other functions and prerogatives which shall remain solely with the Employer except a specifically limited by the express provisions of this Agreement;
- e) it is understood that the Employer may bring forward at any meeting held with the Union Executive Committee any complaint with respect to the conduct of officers, committeemen or Union representatives.

ARTICLE 7 - UNION REPRESENTATION

- 7.01** The Employer acknowledges the right of the Union to appoint or otherwise select from employees who are members of the bargaining unit: an Executive Committee; a Grievance Committee; a Negotiating Committee; a Health and Safety Committee; an Employer-Employee Relations Committee; Pay Equity Committee and any other joint committee instituted by mutual agreement of the parties.
- 7.02** The Employer agrees to recognize the following representatives of the Union:
- a) An Executive Committee consisting of the Union President, four (4) Vice-Presidents, the Secretary, and the Treasurer.
 - b) The Negotiating Committee consisting of not more than four (4) employees, the Local Union President, and the representative of the Canadian Union of Public Employees.
 - c) The Grievance Committee shall consist of the Union President and six (6) stewards representative of the bargaining unit.
 - d) The Pay Equity Committee shall consist of not more than four (4) employees.
 - e) To be eligible to be a steward an employee must have completed his probationary period.
- 7.03** For purposes of this article, the name and position of each of the committee members from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such committee members until it has been notified.
- 7.04** **Correspondence**
All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Director of the Employer and the Secretary of the Union.
- 7.05**
- a) The Employer undertakes to advise all members of its management to familiarize themselves with the Collective Agreement and to co-operate with the committee members in the carrying out of the terms and requirements of this Agreement.
 - b) The Employer shall advise new employees of the fact that they are represented by the Union, the names of the Union representatives and provide them with a copy of the Collective Agreement.
 - c) The Employer agrees to notify the Union in writing of all newly hired employees within the first week of employment.
- 7.06** The Union undertakes to familiarize all employees with the Collective Agreement and to secure from its committee members and members their co-operation with the Employer and with all persons representing the Employer in a management capacity.

The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for the purpose of such meeting and shall not exceed fifteen (15) minutes duration.

7.07 The privileges of committee members to leave their work without loss of basic pay to attend meetings between the Employer and the Union are granted on the following basis:

- a) Meetings shall include committee meetings, negotiations, grievances, and mediations.
- b) The committee members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- c) The time shall be devoted to the prompt handling of necessary Union and Employer business.
- d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

7.08 The Employer-Employee Relations Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall meet a minimum of three (3) times per year, for no longer than two (2) hours outside of normal working hours. It is understood that the Committee shall have no authority to discuss grievances or to negotiate amendments to the existing Collective Agreement. Items for discussion are to be submitted three (3) working days in advance of the meeting. The chairing and recording of the meeting shall alternate between the parties.

7.09 Health and Safety Committee

- a) The parties agree to establish a Health and Safety Committee in accordance with the Occupational Health and Safety Act. In the event of an investigation, no more than one (1) representative of each party shall attend.
- b) The powers of this Committee shall be as outlined in the Occupational Health and Safety Act and the Joint Violence Prevention Policy.

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

8.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there

will be no strikes, as defined in the Labour Relations Act, as amended and the Employer agrees that there will be no lockout as defined in said Act.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

9.02 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to his immediate supervisor without resorting to the grievance procedure below. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. If upon completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner:

STEP 1

The employee may submit a written grievance to his immediate supervisor. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved at which time the matter will be discussed. The employee may be accompanied by a committee member. The supervisor shall submit his answer in writing within five (5) working days of the filing of the grievance at Step 1.

STEP 2

Failing settlement of the grievance at Step 1 or failure of the supervisor to submit his reply within the prescribed period, the employee shall present his grievance in writing to the Executive Director or designate of the Employer within (5) working days after the reply is received or should have been received in Step 1. The Executive Director or designate shall convene a meeting of the parties to consider the grievance within (5) working days of the filing of the grievance at Step 2. The grievor shall be represented by not more than two (2) members of the Grievance Committee and the grievor shall be present. Either party may have outside representation up to two (2) persons provided notice of such representation is given in advance to the other party. The Executive Director or designate shall have ten (10) working days from the date of such meeting to render a decision.

9.03 Discharge and Suspension Grievance

A claim by an employee who has completed the probationary period that he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step 2 of the grievance procedure within five (5) working days after the employee ceases working for the Employer,

and for the purposes of this Article, Step 1 shall be waived. Such special grievance may be settled by mutual agreement at any time up to the release of the arbitration award by:

- a) confirming the management's action in dismissing or suspending the employee; or
- b) reinstating the employee with full compensation for time lost; or
- c) any other arrangement which is just and equitable in the opinion of the conferring parties.

9.04 When an employee working on the premises is removed from his job because of dismissal or suspension, he shall be entitled to see his committee member, for a reasonable period of time before leaving the premises as arranged by the Employer. The Union will receive a copy of all written warnings, suspensions, and discharges.

9.05 Policy Grievance

If any matter arises as to the interpretation, application or alleged violation of this Agreement, the Employer or the Union may institute in writing a grievance against the Union or the Employer respectively commencing at Step 2 of the grievance procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within ten (10) full working days after the original circumstances giving rise to the grievance have occurred or ought to reasonably have known to occur. The grievance must be signed by the Executive Director or the Union President, respectively, or their designates. The reply on behalf of the Union in Step 2 shall be made by the Union President in writing within ten (10) working days from the date of the meeting.

9.06 Group Grievance

In the event a number of employees have identical grievances, and each employee would be entitled to grieve separately, the employees may present a group grievance in writing identifying each employee who is grieving to the Executive Director or designate within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall be then treated as being initiated at Step 2 and the applicable provisions of this article shall then apply to the processing of such grievance.

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

ARTICLE 10 - ARBITRATION

10.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the requisite steps of the grievance procedure as outlined in Article 9 and which has not been settled or abandoned, may be referred to a single

Arbitrator or by mutual agreement to a Board of Arbitration at the written request of either of the parties hereto, at any time within twenty (20) working days after the final decision in Step 2 or the Union's response to an Employer's policy grievance.

- 10.02** a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the Board.
- b) The notice shall contain the name of the first party's appointee to an Arbitration Board in the event a Board is requested. Within fifteen (15) working days of the written request by either party for a single Arbitrator or Board of Arbitration, the other party shall nominate an arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall, within ten (10) working days after the reply of the second party, endeavour to agree to the single Arbitrator or Chairperson, respectively.
- 10.03** Should the parties fail to agree on a single Arbitrator, or if the recipient fails to appoint a nominee, or if the two (2) nominees fail to agree on a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour of the Province of Ontario in accordance with the provisions of the Labour Relations Act, upon the request of either party.
- 10.04** No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.
- 10.05** The decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties, and upon any employee affected by it. The majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.
- 10.06** The Board of Arbitration shall not have the power to alter, or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 10.07** Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairperson of the Board Arbitration.

ARTICLE 11 - TIME LIMITS

- 11.01** For the purposes of Articles 9 and 10 and all grievances processed thereunder, all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or his agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed

by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing.

11.02 For the purposes of Articles 9 and 10, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays, and paid holidays.

ARTICLE 12 – SENIORITY

- 12.01**
- a) Seniority for full-time employees shall mean the length of continuous service as a permanent employee of the Employer and shall be listed on a departmental basis as follows: Child Welfare Services; Youth Justice Services; Early Intervention Services; Child, Youth and Family Support Services; Finance and Administration Services; Custodial Services and Food Services.
 - b) Seniority for part-time employees shall be calculated in accordance with the number of hours worked since the last date of hire and shall be listed on a departmental basis as follows: Child Welfare Services; Youth Justice Services; Early Intervention Services; Child, Youth and Family Support Services; Finance and Administration Services; Custodial Services and Food Services.
 - c) In the event full-time employees transfer to part-time employment without a break in service or part-time employees transfer to full-time employment without a break in service, 1820 hours shall be equal to one (1) year of service. Where the normal hours of work are forty (40) hours per week, the calculation shall be 2080 hours equal one (1) year of service.
 - d) In the event one or more employees have the identical seniority dates; their names shall be added to the appropriate seniority list by way of a random draw.

12.02 a) Full-time employees shall be considered to be on probation for a period of six (6) months, who shall be considered to be on probation for 1040 hours.

It is agreed that any absence greater than five (5) consecutive days will be added to the above-mentioned probationary periods.

Notwithstanding the foregoing, a newly hired Child Protection Worker, which is designated as child protection positions under the Child and Family Services Act, and who is required to participate in the Ontario Child Protection Training Program, to become authorized as a Child Protection Worker, shall be considered to be on probation for a period of (nine) 9 months.

- b) The probationary periods described above may be extended by mutual agreement of the parties.

- c) Part-time employees will be considered on probation until they have accumulated an equivalent number of hours equal to the full-time probationary period.
- d) An employee will have no seniority rights during the probationary period. After completion of the probationary period, seniority for a full-time employee shall date back to the day on which his most recent period of employment begun. After completion of the probationary period, a part-time employee shall acquire seniority based on the number of hours worked as a part-time employee since the most recent date of hire. The employee shall be notified in writing that he has completed his probationary period. If no written notice to the contrary is given, the employee shall be deemed to have successfully completed the probationary period.

12.03 Separate departmental seniority lists will be maintained for full-time employees as well as part-time employees. Said lists will be posted in each office in January and July with copies to the Union. If an employee does not challenge the position of his name on the seniority list within the first ten (10) working days from the date his name first appears on a seniority list provided he is at work when the list is posted, then he shall be deemed to have proper seniority standing for all continuous service completed up to the date of the seniority list. In the event the employee is not at work, he must object to his seniority standing within ten (10) working days from the date he returns to work.

12.04 Seniority for full-time employees shall accumulate in the following circumstances only:

- a) When absent from work due to sickness, or accident, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months.
- b) When absent from work due to lay-off, seniority will continue to accumulate for a period of eighteen (18) months.
- c) When off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave.
- d) When absent on vacation or on holidays.
- e) When actually at work for the Employer.
- f) When on approved pregnancy leave, parental leave, adoption leave or compassionate leave.
- g) When on approved education leave not to exceed one (1) year per request.

12.05 Seniority shall terminate, and an employee shall cease to be employed by the Employer when he:

- a) voluntarily resigns his employment with the Employer, in writing;

- b) retires;
- c) is discharged for just cause and is not reinstated through the grievance procedure or arbitration;
- d) is on lay-off for a continuous period of eighteen (18) months;
- e) fails to return to work upon termination of an authorized leave of absence within two (2) working days, unless a reason acceptable to the Employer is given;
- f) accepts gainful employment while on a paid leave of absence;
- g) is absent without leave for three (3) consecutive working days during which time he has not contacted the Employer directly when he has had an opportunity to do so. Proof of the matter is the responsibility of the employee; or
- h) fails to report to work within fifteen (15) working days after date of mailing of a registered letter to his last known address from the Employer following a lay-off, unless absent for a reason satisfactory to the Employer. Onus of proof is the responsibility of the employee.

12.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the Unit and will continue to accumulate seniority up to a maximum of twelve (12) months during such transfer.

An employee shall have the right and the Employer shall have the right to return an employee to a position in the bargaining unit during his trial period, which shall be up to twelve (12) months after the transfer. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

12.07 It shall be the duty of each employee to notify the Employer promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

ARTICLE 13 – LAY-OFF AND RECALL

13.01 a) A lay-off is defined as a position being declared redundant or a reduction in regular scheduled hours of a permanent full-time employee.

b) The Employer shall give the Union a minimum of two (2) months' written notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; lay-offs; restructuring or any other initiative that would impact the job security of bargaining unit members.

- c) The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.
- d) The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service.
- e) The Employer will give affected permanent employees at least thirty (30) working days' written notice or more if required under the Employment Standards Act prior to the implementation of a lay-off.

13.02

- a) The Employer shall lay-off the employee(s) whose work is affected in reverse order of seniority within their classification.
- b) An employee laid off under (a) may elect to:
 - (i) Accept the lay-off, waive the right to recall, resign and receive termination benefits in accordance with the Employment Standards Act without right of recall; or,
 - (ii) Accept the lay-off and be placed on the recall list for up to eighteen (18) months; or,
 - (iii) Displace a more junior employee in accordance with the sequential order described in (iv) below provided the laid off employee:
 - 1. Is in an equal or higher rated classification; and
 - 2. Has greater seniority; and
 - 3. Has the skill, ability, and qualifications (degree and/or experience) to perform the required work with fifteen (15) days of familiarization (may be extended by mutual consent of the parties).
 - (iv) Displacement Options must be exercised in the following sequential order:
 - 1. The most junior employee within their Classification as defined in schedule "A" and within 40 km's of their home position subject to paragraph b (iii) above.
 - 2. Failing an option to displace an employee under paragraph 1, the employee may displace the most junior employee within 40 km's of their home office, subject to paragraph b (iii) above.
 - 3. Failing an option to displace an employee under paragraph 2, the employee may displace the most junior employee in the bargaining unit.
- c) In the event a probationary employee is laid off, said employee shall be deemed to be terminated.

- d) At the time of lay-off and at the request of the laid off employee, the Employer shall meet with the laid off employee to review their skills and qualifications in relation to other positions within the bargaining unit.

13.03 Recall

- a) If the employer declares that a vacancy exists in a classification from which an employee has been laid off or displaced, the employee shall be recalled to his or her regular classification.
- b) Employee waiting recall shall be considered to be an internal applicant and continue to accrue seniority and service.
- c) After exhausting the internal posting procedure and prior to hiring an external candidate, permanent employees laid off shall be given an opportunity of recall providing the employee on lay-off has the skills, abilities, and qualifications (degree and/or experience) to perform the required work within fifteen (15) days of familiarization (may be extended by mutual consent of the parties).
- d) It is understood that a laid off permanent employee filling a position on a part-time or temporary basis shall not be considered recalled.
- e) An employee on lay-off may apply for a posted position. In the event said employee is the successful candidate, the employee's name shall remain on the recall list in accordance with Article 12.05 (d) and (h).

13.04 An employee shall retain the right of recall for a period of eighteen (18) months. Notice of Recall shall be sent to an employee by registered mail at his address on record with Employer. It shall be the responsibility of the employee to keep the Employer advised of his current address. The Employer shall not be liable for failure of notice pursuant to the terms of this Agreement to reach the employee in the event that such employee has not kept the Employer advised of his address.

ARTICLE 14 - VACANCIES AND TRANSFERS

14.01 Permanent and Temporary Vacancy

- a) **Permanent Vacancy:** A job shall not be considered vacant when an employee is not at work because of sickness or accident for twelve (12) months or less, or for leave of absence or vacations, or for a maternity leave of up to eighteen (18) months.
- b) **Temporary Vacancy:** A job shall be considered a temporary vacancy when the vacancy is anticipated to be vacant for twelve (12) months or less, or eighteen (18) months in the case of a maternity leave, unless an extension is mutually agreed to by the parties.

14.02 Posting Procedure for Permanent Vacancy

- a) The Employer agrees that when new jobs are created, or a permanent job vacancy occurs, notice of the new job or permanent vacancy shall be posted in all offices within one (1) week of the creation of the new job or the permanent vacancy, and employees shall have the opportunity to apply for such positions.
- b) A job posting will be posted for a minimum of five (5) working days.
- c) A copy of all such postings shall be supplied to the Secretary of the Union.
- d) No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 14.
- e) The Employer shall advise employee applicants as to whether or not their application for such position has been successful.

14.03 Posting Procedure for Temporary Vacancy

- a) A temporary vacancy, which is anticipated to be for more than six (6) months, will be posted and the estimated duration of the job will be identified. Said job shall not exceed twelve (12) months.
- b) The posting (14.02 (b-g)) and selection (14.04) shall be the same as that used for a permanent job posting.
- c) The Employer shall also post as a temporary vacancy the position of the successful applicant if required to be filled.
- d) The Employer may hire an external temporary employee after the previous postings have been filled or in the event there are no internal applicants.
- e) Upon termination of the temporary assignments the successful internal employee shall be returned to the employee's previous position.
- f) Upon the return of the permanent employee, the temporary employee shall be terminated as per paragraph 3.03

14.04 In assessing the candidates for vacancies, promotions and transfers, the Employer shall consider the following factors:

- a) skill, competence, qualifications, and work experience; and
- b) seniority.

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

14.05 The successful applicant shall be notified in writing within five (5) working days of the decision being made by the Employer. He shall be placed on a trial period of up to three (3) months, provided he remains within his department.

When the new position is outside his department, the successful applicant shall be placed on a trial period of up to six (6) months.

Conditional on satisfactory service, the employee shall be declared as having successfully completed the trial period.

In the event the successful applicant proves unsatisfactory or is unable to perform the duties or elects to return to his previous position during the trial period he shall be returned to his former position, wage, or salary rate and without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage, or salary rate, without loss of seniority.

An external employee hired to replace the successful applicant or subsequent successful applicants, may be terminated. Such termination shall not be subject to the grievance and/or arbitration procedure.

In the event that an employee has previously held the position and has successfully completed the previous trial period, said employee may not elect to return to their previous position.

In the event that an employee elects to return to their previous position, within three (3) months, the Employer may consider the previous applicant(s) for the position prior to re-posting.

14.06 The employee shall not be transferred from one department to another or to another position within his department or to another sub-office without the employee's consent.

- 14.07**
- a) Subject to 14.06, the Employer may at its discretion temporarily transfer any employee in the bargaining unit to a position as defined in Article 14.01.
 - b) Upon transfer said employee shall be paid at the rate of the position the employee was transferred into in accordance with the criteria outline in Schedule "A".
 - c) Seniority shall continue to accumulate and be credited to the employee's original departmental seniority list and said employee shall remain in that department.

14.08 A job posting shall contain the following information:

- i. general duties
- ii. position

- iii. minimum qualifications
- iv. required knowledge including skills and work experience
- v. estimated duration of the assignment if applicable and salary range.

The qualifications contained in the job posting shall not be established in an arbitrary or discriminatory manner.

14.09 Interview results will be kept on file for 2 months after the closing of a competition. Should another vacancy for the same job classification become available within 2 months of the closing of the previous competition, and the Employee chooses to apply, the Employee may choose to rely on the results from the previous competition without the need to re-interview for the new vacancy.

14.10 A successful candidate under this article shall not be able to apply for another posting for nine (9) months from the date of his selection without the approval of the Employer. It is understood by both parties that this Article does not apply to laid off employees who have been recalled or who have exercised their right to displace a junior employee as per Article 13.

14.11 Recruitment and Retention - Mobility of Employees in the Child Welfare Sector

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

- a) All bargaining unit vacancies that occur at a participating Employer, where the Employer has exhausted their normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- b) Employees hired from one agency into another will be required to complete a full probation period as per the Collective Agreement of the hiring Employer.
- c) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the length of his/her most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

ARTICLE 15 - LEAVES OF ABSENCE

THE FOLLOWING PARAGRAPHS APPLY TO ALL PERMANENT FULL-TIME AND PART-TIME EMPLOYEES.

15.01 Personal Leave

The Employer may grant a leave of absence without pay if an employee requests it in writing and if, in the Executive Director's opinion the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Employer. Such leave may be charged to vacation time, provided that an employee's annual vacation

is not fragmented as to provide less than two (2) full weeks annual vacation at any one time or deducted from the employee's pay.

15.02 Union Leave

a) Leave of Absence for Union Function:

Leave of absence with pay and benefits shall be granted to attend union functions, provided it does not interfere with the efficient operation of the Employer. Such leave will not total more than fifty (50) working days per year for the entire bargaining unit. No more than five (5) persons shall be granted leave at any one time. No employee shall take more than twenty-five (25) days per year. The leave is not to be unreasonably withheld. Notice requesting leave is to be given to the Executive Director at the first opportunity but in any event not less than one (1) week in advance. The Union shall reimburse the Employer for wages and benefits paid on behalf of the employees on leave for union functions.

b) Leave of Absence for Union Duties:

An employee who is elected or selected for a position with the Union shall be granted leave of absence without pay and benefits and without loss of seniority. Such leave will not exceed twelve (12) months unless otherwise mutually agreed to. Such request shall be in writing and approved by the Employer.

15.03 Bereavement Leave

a) In the event of the death of an employee's spouse, common law spouse/partner or child, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of five (5) days. The Employer may grant a further one (1) day leave with pay for the purpose of travel. A common law spouse/partner shall have lived with the employee for at least twelve (12) months.

b) In the event of the death of an employee's brother-in-law, sister-in-law, parent, brother, sister, mother-in-law, father-in-law, grandchild or grandparent, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. The Employer may grant a further one (1) day leave with pay for the purpose of travel.

c) The Employer, on request, may grant additional bereavement leave.

15.04 The Employer agrees to grant one-half (1/2) day of paid leave to employees who are pallbearers at funerals for which they are not entitled to bereavement leave.

15.05 Jury Duty Leave

The Employer agrees to pay the difference between the fee received for jury duty and the amount of pay the employee would have earned for the employee's scheduled shift at straight time rate for each day an employee is required for jury duty, provided he was scheduled to work on the day served on the jury or was subpoenaed as a witness. The employee will present proof of service, and the amount of pay received.

15.06 Pregnancy and Parental Leave

The Employment Standards Act, R.S.O. 2000, Chapter 137, as amended shall apply.

15.07 The Employer will grant maternity leave for adoption purposes in keeping with the terms and conditions of the Employment Standards Act, R.S.O, 2000, as amended.

15.08 The Employer will grant three (3) days parental leave without pay to be taken at the time of birth, adoption or upon gaining custody of a child. Such leave shall be arranged in consultation with the Executive Director.

15.09 The Employer shall grant a leave of absence without pay in accordance with the Compassionate Care Benefit Program in the Employment Insurance Act. Such leave will not be unreasonably withheld.

15.10 Benefits on Leave

The Employer's payments towards all group insurance benefits, including payments towards the Health Spending Account, will be suspended after the first thirty (30) calendar days of any leave of absence, except as specified in Article 15.06 and 15.07. They will be reinstated upon the return of the employee to active duty. If the employee wishes continuation of these benefits during such a leave it will be his responsibility to pay the total monthly cost of the benefits prior to starting the leave of absence and prior to each subsequent month thereafter.

ARTICLE 16 - NOTICE

16.01 When employment is terminated by the employee, he shall give at least three (3) weeks notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident, or death in the family, then he shall give notice as soon as is possible to the Employer and the ordinary time limits for notice of termination shall be waived.

ARTICLE 17 - EMPLOYEE PROTECTION

17.01 The Employer shall provide civil and criminal protection by providing an Insurance Policy, providing it is available, which will give the following coverage:

Bodily Injury Liability	\$2,000,000 for each occurrence
Property Damage Liability	\$2,000,000 for each accident

Employees Bodily Injury Liability \$2,000,000 for each person
\$2,000,000 for each accident

A Professional Liability Coverage for up to \$2,000,000.00 for each claim and Penal Defence Coverage which will pay up to \$25,000.00 per person up to a maximum of \$100,000.00 per policy year.

The Penal Defence Coverage requires for the sum of \$2,500.00 to be deducted for each claim for costs and expenses. This sum will be paid by the Employer providing the insured is acquitted of the charges. This coverage shall apply to any appeals of acquittals.

In the instance of a formal inquiry or inquest launched by the Office of the Coroner, any employee or former employee who is summonsed to give evidence shall be afforded representation by legal counsel as authorized by the Employer.

ARTICLE 18 - SALARIES AND CLASSIFICATIONS

18.01 Schedule "A" attached, headed Salaries and Classifications is hereby made part of this Agreement.

18.02 At the time of hiring, each new employee shall receive a letter stating his starting salary and classification according to Schedule "A" and a statement including a general description of the job for which he has been hired. Such description is not to be misconstrued as a job description and is not grievable. A copy of the letter shall be provided to the Secretary of the Union at the time of hiring the new employee.

18.03 **Universal Anniversary Change Date**

July 1st will be the Universal annual increment change date for all staff employed as of January 1st. New members hired between January 1st and July 1st will be hired at the existing salary schedule and will not receive an annual increment until July 1st of the following year.

18.04 **Change in Classification**

- a) An employee who qualifies for a change in classification by reason of improved educational qualifications shall receive the appropriate salary adjustment upon notification to the Employer. Such qualifications are subject to verification by the Employer.
- b) An employee will notify the Employer that they have met the experience qualifications as identified in Schedule "A". Upon verification of their experience, the employee shall receive the appropriate salary adjustment within two pay periods.
- c) The Employer shall acknowledge experience, as required under Schedule "A", which is acquired before or after achieving the required educational qualifications for

advancement. An employee may only use said experience to move one classification on the salary grid.

- d) Upon transfer up from one classification to another, a worker shall receive by way of increment and change of scale, a greater amount than he would have received had he remained in his former classification.

18.05 Job Security - Qualifications

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

ARTICLE 19 - PAID HOLIDAYS

- 19.01** a) Subject to Article 19.04, the following holidays regardless of when they fall will be granted with pay to all regular full-time employees:

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

- b) In addition, permanent full-time employees who have completed the probation period will be entitled to two (2) floating days off with pay in the calendar year. The days off will be scheduled at a time mutually agreeable between the employee and their supervisor within the calendar year, keeping in mind the needs of the Employer and may not be carried into the following year. For clarity, employees shall be entitled to 2 shifts as floating days, irrespective of the length of the shift that they requested off.
- c) Temporary, and permanent part-time shall be paid in accordance with the provisions of the Employment Standards Act of the Province of Ontario for the specified holidays set out in 20.01 (a).

- 19.02** Payment of such holidays shall be based on the employee's regular rate of pay he would normally have earned on such day. When any of the said holidays fall on other than a regular working day then the Employer shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated. The above shall apply

mutates mutandis where the employee's regular days off are other than Saturday and/or Sunday.

- 19.03** Should one or more holidays as set out in Article 19.01 occur during an employee's vacation such vacation shall be extended by that number of days, or the employee shall be given the equivalent time off within the calendar year.
- 19.04** In order to be entitled to payment for paid holidays, an employee must have worked the regular scheduled working day immediately preceding the holiday and the regular scheduled working day immediately following the holiday unless absent with permission of the supervisor. Such permission shall not be unreasonably withheld.
- 19.05** Employees required by the Employer or scheduled to work on a scheduled paid holiday, shall be granted another day off in lieu, unless the Employer and the employee mutually agree to compensatory pay.
- 19.06** In the event a paid holiday falls during an employee's regular day off, another day off shall be scheduled by the Employer after consultation with the employee, provided the employee qualifies for the holiday pay.

ARTICLE 20 - VACATIONS WITH PAY

- 20.01** Vacations with pay for full-time employees, except office and clerical employees, shall be granted as follows:
- a) four (4) weeks vacation per year after completion of the first full year; or
 - b) five (5) weeks vacation after completion of the eighth (8th) full year of continuous service; or
 - c) six (6) weeks vacation after completion of the seventeenth (17th) full year of continuous service
- 20.02** All part-time employees, except office and clerical employees, shall be granted as follows:
- a) four (4) weeks vacation per year after completion of the first full year; or
 - b) five (5) weeks vacation after completion of the eighth (8th) full year of continuous service; or
 - c) six (6) weeks vacation after completion of the seventeenth (17th) full year of continuous service

Vacation pay shall be calculated on a pro-rated basis in relation to the amount of time worked over the vacation year.

- 20.03** Vacations with pay for full-time and part-time office and clerical employees shall be granted as follows:
- a) three (3) weeks vacation per year after the completion of the first full year; or

- b) four (4) weeks vacation after completion of the sixth (6th) full year of continuous service; or
- c) five (5) weeks vacation after completion of the twelfth (12th) full year of continuous service; or
- d) six (6) weeks vacation after the completion of the eighteenth (18th) year of continuous service.

Vacation pay shall be calculated on a pro-rated basis in relation to the amount of time worked over the vacation year.

- 20.05** New eligible employees hired during the vacation year will have their vacation pay and entitlement pro-rated based on their hire date.
- 20.06** Temporary and permanent part-time employees will be paid at a rate of 6% on each pay cheque based on their gross earnings in lieu of vacation pay.
- 20.07** An employee who terminates will be paid his remaining accrued vacation pay.
- 20.08** Employees are to be credited with their full annual leave credits as of June 1st of each year, to cover each month of earned vacation. Vacation entitlement is calculated based on continuous service as at June 1st of each year.
- 20.09** Annual leave cannot be carried over from year to year except with approval of the Executive Director.
- 20.10** Employees who wish to take unearned annual leave credits in advance in any one year may do so with the approval of the Executive Director, provided said employee agrees to pay back any unearned payments in the event the employee leaves employment of the Employer.
- 20.11** The Executive Director shall post a notice not later than March 1st of each year for the purpose of allowing the employees in each department who wish to signify the time at which they wish to take their annual vacations. It is agreed that each employee will notify the Executive Director of a first and second choice regarding taking of their annual vacations, such notification to be given no later than April 1st. The Employer will schedule the vacations taking into consideration the wishes of the employees in the same department and the needs of the Employer. Should two or more employees signify that they wish to take their annual vacations at the same time, and the Employer cannot allow all such persons to be off at the same time, consideration shall be given to the needs of the Employer and the seniority of the employees in determining the schedule. The Executive Director will post the annual vacation schedule not later than May 1st of the respective year. It is understood that the Employer will make every effort to give effect to the wishes of the employees in scheduling of annual vacations.
- 20.12** Before proceeding on annual vacation, each staff member shall satisfy the Executive Director that case recording, reports and other duties of his position are up-to-date.

- 20.13** The Executive Director will request employees who have vacation time or floating holidays unscheduled as at October 1st to submit their preferred choices for review by October 15th. It is understood that the requests submitted at this time shall not disrupt or take precedent over vacation time approved on the May 1st posting. This second schedule will be approved and posted by October 30th.
- 20.14** Where an employee asks for and is granted approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence.
- 20.15** No employee shall be asked to attend court (unless under subpoena) or requested to work during his scheduled vacation period.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

THE FOLLOWING PARAGRAPHS APPLY TO ALL EMPLOYEES.

- 21.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 21.02** The normal work week of full-time employees shall consist of thirty-five (35) hours per week. Though primarily scheduled Monday to Friday between 8:30 a.m. to 4:30 p.m., it is understood there is a need for flexibility of hours on a planned basis as per Articles 21.03 and 21.04. The work week for part-time employees will consist of twenty-four (24) hours or less per week.
- 21.03** The work week schedule of hours may consist of the following:
- a) 5 days - 8:30 to 4:30
 - b) 4 days - 8:30 to 4:30 and 1 day - 1:00 to 9:00
 - c) 3 days - 8:30 to 4:30 and 2 days - 1:00 to 9:00
 - d) 2 days - 8:30 to 4:30 and 3 days - 1:00 to 9:00
 - e) Other combinations of hours may be scheduled after consultation with the employee. Whenever possible, personal responsibilities of the employee will be taken into account by the supervisor. Employees shall not work split shifts unless mutually agreed to by the employee and supervisor.

While consideration will be given to individual preference for staff who wish to work one of the options, supervisors and other senior personnel are responsible for assigning staff work schedules in order that the needs of their respective areas of responsibility are adequately covered at all time.

21.04 All Employees

- a) Overtime will be interpreted as those hours accrued from unplanned emergency hours which exceed seven (7) hours in any given work day, or which extend into previously approved scheduled time off.
- b) Compensable (Flex) schedules allow for the employee to meet the planned service needs and adjust their schedule within the thirty-five (35) hours required each week.
- c) In the event the schedule cannot be adjusted under (b) above, Compensable (Flex) hours arising out of a planned situation which exceeds the employee's normal work week shall be banked on the basis of one hour for one hour worked.
- d) Accruing and scheduling of flex hours requires preauthorization of the employee's immediate supervisor or designate.
- e) Compensatory (Flex) time off is taken in blocks of thirty (30) minutes or more with preapproval by the employee's supervisor or designate.
- f) No more than twenty-one (21) hours of compensatory time shall be accumulated in the employee's compensation time bank without a plan to reduce those hours.
- g) Compensable (Flex) time may be added to scheduled vacation time with prior Employer approval.
- h) Approval for flex time off will not be unreasonably denied.

21.05 All employees required to work scheduled overtime in excess of thirty-five (35) hours per week shall be compensated by time and a half (1 ½) off taken within thirty (30) days of it being earned or equivalent monies. The method of compensation shall be at the discretion of the Executive Director.

21.06 Overtime commitments beyond the normal thirty-five (35) hours for full-time staff shall only be by permission of the Supervisor or the Executive Director.

21.07 Part-time employees who work more than their scheduled hours, shall be paid overtime at their regular hourly rate up to thirty-five (35) hours per week. Overtime commitments beyond the thirty-five (35) hours shall be paid at one and one half (1 ½) times their regular rate of pay.

ARTICLE 22 - BREAKS

THE FOLLOWING PARAGRAPHS APPLY TO ALL EMPLOYEES.

22.01 The meal break for all staff will be one (1) hour per work day. The Executive Director is responsible for scheduling adequate staffing during meal breaks.

22.02 Staff will be allowed a fifteen (15) minute break morning and afternoon and evening if applicable.

22.03 When an employee is required to work over thirty (30) kilometres from his home office location, expenses for meals shall be paid by the Employer at the following rates:

Breakfast	\$10.00
Lunch	\$13.50
Dinner	\$22.00

Claims for all meals shall be accompanied by a receipt. Meals above this amount will be paid at the Employer's discretion.

ARTICLE 23 - ON CALL DUTY

THE FOLLOWING PARAGRAPHS APPLY TO ALL EMPLOYEES.

23.01 All protection and intake workers as well as other staff who make application to and are approved by the Executive Director are required to assume responsibility for standby and weekend duty in conjunction with the Employer's answering service. The Employer shall keep two lists of on call duty staff who shall be assigned within their list on a rotational basis. Eligible employees shall be assigned to the appropriate list based on the location of their home office and/or place of residence (home address) as mutually agreed upon by both parties. This list will be posted. The staff will be compensated for one complete week from Friday 4:30 p.m. to the following Friday 8:30 a.m. at the following rate:

	Effective 2009	Effective Date of Ratification
Evening Monday to Friday	\$131.13	\$140.00
Saturday	\$262.26	\$275.00
Sunday	\$262.26	\$275.00
Statutory Holiday	\$262.26	\$300.00

The sum paid for on call duty is to be accepted by the employee as full compensation for (a) standby and employees will be either paid or provided in lieu time at straight time rates when called into work pursuant to the on-call provision. The determination as to whether the employee is to receive payment or lieu time is at the discretion of the Employer. The per diem in the on-call provision will be deducted from any hourly payment.

An employee who has had his normal sleep pattern disrupted as a result of his duties under this article may reduce his succeeding work day by up to two (2) hours. The hours of work shall be ESA compliant. The employee will be required to record the time spent on the call and the work that was performed.

The assigned staff may find a qualified/approved replacement with the prior approval of the Executive Director; such approval will not be unreasonably withheld.

Assigned staff will complete the minimum of one (1) week of on call per year.

Staff may choose to share the on-call duty with a co-worker (phone and field). Staff who choose to share the task will share the total rate paid, to be paid at a rate of 50%/50%. Should one of the staff not be able to fulfill their on-call duty functions, the other staff assigned for the week will complete both the phone and field portions of on-call and will be paid the full rate.

ARTICLE 24 - INSURANCE

24.01 All full-time employees holding a permanent position shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The employee and the Employer shall make contribution in accordance with the plan.

24.02 Contributions and rates by employer and employees are prescribed by legislation for:

- (1) Canada Pension Plan
- (2) Employment Insurance

24.03 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.
- c) 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 Employer will be paid directly by the WSIA once approved.
- d) The employee is responsible for reimbursing the Employer for the overpayment made.

24.04 Subject to the terms and conditions of the respective insurance policies, the Employer shall pay on behalf of permanent full-time employees the full premium cost of the following:

(a) Extended Medical Care

A supplementary Health Care Benefit which provides, prescription drugs and parameds to a maximum of six hundred (\$600) dollars for each separate paramedical service covered per year.

Note: The Extended Medical Care Insurance does not cover prescribed over-the-counter medications with the exception of those over-the-counter drugs which are considered to be life sustaining.

- (b) **Group Life Insurance**
Two times (2x) salary
- (c) **The Accidental Death and Dismemberment Insurance**
Two times (2x) salary
- (d) **Dental Insurance**
Effective July 1, 2006 and every June 1 thereafter, the Employer shall pay one hundred percent (100%) of the premium for dental insurance with the 2000 ODA fee schedule based on a one-year lag (i.e. July 1, 2006 – 2005 ODA fee schedule.)
- (e) **Vision Care**
Effective June 1, 2008, the Employer shall pay up to a maximum of two hundred and seventy dollars (\$275) towards vision care in a twenty-four (24) month period.
- (f) **Eye examination**
Effective June 1, 2006, the Employer shall pay the full cost of one (1) eye examination every twenty-four months (24) in addition to the aforementioned maximum amounts for vision care.
- (g) **Extended Hospital Care**
- (h) **Long Term Disability Benefit Plan** providing sixty-six and two thirds percent (66 2/3%) of monthly earnings commencing after seventeen (17) continuous weeks of disability and payable to age sixty-five (65) or until such disability ceases, whichever is earlier.

24.05 All claims regarding these benefits shall be made with reference to the master contract with the particular carrier or carriers. The Employer agrees to provide the Union with a copy of such contract.

24.06 The Wellness Strategy

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

Therefore, a Health Spending Account (HSA) will be provided to active full-time and part-time employees subject to the following conditions:

- a) Full-time employees shall be granted the following entitlement:
 - April 1 of each year - \$1,000

- b) Employees not covered under the major medical plan (Temporary and Part-time employees) shall be granted the following entitlement:
- April 1 of each year - \$500
- c) New eligible employees hired during the year will have their HSA pro-rated based on their hired date.
- d) Employees, who are inactive during the preceding year, will have their HSA pro-rated based on active service.
- e) 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 plan.
 - iv) Be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Schedule B".
- f) The eligible expenses are subject to change by the CRA and are not subject to the grievance and/or arbitration process.

24.07 On January 1st each year, the Employer will provide annual sick leave benefits to Full-time Permanent employees, who have completed their probationary period in accordance with the following schedule:

<u>Length of Service</u>	<u>Sick Leave Benefit</u>
Less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 15 weeks
1 year but less than 2 years	100% of income for 4 weeks 66 2/3% of income for 13 weeks
2 years but less than 3 years	100% of income for 6 weeks 66 2/3% of income for 11 weeks
3 years but less than 4 years	100% of income for 8 weeks 66 2/3% of income for 9 weeks

4 years but less than 5 years	100% of income for 10 weeks 66 2/3% of income for 7 weeks
5 years and over	100% of income for 17 weeks

THE FOLLOWING PARAGRAPHS APPLY TO ALL EMPLOYEES.

- 24.08** An employee who is unable to report for work due to illness or accident shall advise his supervisor or his designate prior to and no later than within one (1) hour of the time that he was due to report for work. Failure to do so will result in an absence without pay unless there are mitigating circumstances which can justify the failure to do so.
- 24.09** A medical certificate may be required from an employee absent from work for three (3) days or more. Employees will provide required documentation to the Employer relating to such absence. It is understood that the Employer may request a medical certificate from employees to cover any absence due to illness, where a bonafide reasons exists such as, frequency, circumstances, and pattern of absences.
- 24.10** After an illness or disability of one (1) month’s duration or more, a doctor’s certificate of fitness shall be required before an employee is permitted to return to work. The Employer shall provide the employee with the required form which shall include restrictions or limitations that the employee may have upon their return to work.

ARTICLE 25 - TRANSPORTATION AND TELEPHONE

- 25.01** Employees, excluding adolescent workers, office, and clerical staff, are required to own an automobile in order to carry out their work-related responsibilities as a condition of employment. Each employee is responsible for maintaining adequate insurance coverage as determined by the Board of Directors from time to time.
- 25.02** The Employer will pay a monthly car allowance of eighty (\$80.00) dollars to those employees who are required to own an automobile as set out in 25.01. This car allowance is payable when an employee is actively at work or on vacation.
- 25.03** a) An employee using his own automobile for the Employer’s business will be paid an allowance at the rate of fifty cents (50¢) cents per kilometre and then effective:
- Upon ratification Fifty-one cents (51¢) per kilometre
 - April 1, 2023 Fifty-two cents (52¢) per kilometre
 - April 1, 2024 Fifty-three cents (53¢) per kilometre
 - June 10, 2024 Fifty-nine cents (59¢) per kilometre
 - April 1, 2025 Sixty cents (60¢) per kilometre

- b) In the event an employee is required to travel more than a total of three hundred (300) kilometres from the employee's home office, the employee shall use either an Employer or rental vehicle, if available.

25.04 The Employer agrees to make cell and/or satellite phones available to the staff, who are not assigned a cell phone on a permanent basis for the purpose of conducting Employer business. The Employer shall be responsible for the distribution of the phones.

ARTICLE 26 - STAFF DEVELOPMENT

THE FOLLOWING PARAGRAPHS APPLY TO ALL PERMANENT EMPLOYEES.

26.01 Leaves of absence for education purposes with or without pay may be granted, subject to Provincial regulations, by the Employer to employees who have completed a minimum of two (2) years of continuous service. The Employer may assist the employees through loans to undertake such further studies providing there is a commitment of continued employment with the Employer on the part of the employee. Such commitment to be in accordance with forty-five (45) days employment for each thirty (30) days educational leave.

26.02 An employee shall be reimbursed the cost of any successfully completed course of instruction, which has been approved in writing by the Executive Director. The employee, who has completed a number of courses, may apply providing he meets all the requirements to be placed in a new category and pay scale in effect.

26.03 Meeting Attendance

When an employee is required or authorized to attend a meeting at the expense of the Employer, the Employer reserves the right to specify the means and route of travel. The Employer agrees to reimburse the employee for any legitimate and reasonable expense incurred as a direct result thereof and shall include travel time provided that the Employer reserves the right to limit the amount of such reimbursement. Accounts of such expenditures shall be submitted within one (1) month of incurrence. Attendance and travel at such meeting shall not be overtime rates.

26.04 The Employer shall bulletin any training courses, and all interested employees shall have the right to apply. The Employer reserves the right to select the employees, if any, to attend a training course and audit a course. The course shall be paid by the Employer.

26.05 The Employer agrees to provide three (3) professional development days for all professional staff during each calendar year. Office staff will be entitled to one (1) day for professional development during each calendar year.

ARTICLE 27 - EVALUATION

27.01 a) During any probation period, the employee shall be provided with one interim written appraisal of his work performance.

- b) The Employer agrees to provide a written job evaluation of employees after completing their probationary period and every year thereafter which shall be used solely for the purposes of development of the employees in question

27.02 Employees shall be given an opportunity to read any written review of his performance and shall sign the document in question to indicate that its contents have been read and understood. Should the employee disagree with the content of the said document or any portion thereof, he shall be given the opportunity to provide a written statement of his disagreement that will be attached to and become part of the said document.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement shall remain in force and effect from the date of ratification to March 31, 2026, inclusive, and shall continue in force from year to year thereafter unless not more than ninety (90) days and less than thirty (30) days before the date of termination, notice is served by either party of any proposed revision of this Agreement.

28.02 Negotiations shall commence within fifteen (15) days of said notice. Should parties fail to reach an agreement by March 31, 2026, the Agreement and all its terms will continue in force until a new Agreement is executed or the conciliation process is completed.

28.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

SIGNED electronically at North Bay this 14th of March 2025.

For the Employer

Nancy Lafrance Rich
 Nancy Lafrance Rich (Mar 19, 2025 15:34 EDT)

For the Union

Stacey Fitzgerald
 Stacey Fitzgerald (Mar 16, 2025 14:44 EDT)

Kristine Lachance
 Kristine Lachance (Mar 15, 2025 21:21 EDT)

Lucie Simpson
 Lucie Simpson (Apr 6, 2025 23:33 EDT)

Chris Kendrick
 Chris Kendrick (Mar 14, 2025 15:50 EDT)

Kaitlynn Tidwell
 Kaitlynn Tidwell (Mar 14, 2025 14:05 EDT)

SCHEDULE “A” – SALARIES AND CLASSIFICATIONS

CLASSIFICATIONS

1.01 Child Welfare Worker I

- (a) B.A. Degree
- (b) Diploma in Social Welfare from a Community College Program
- (c) Other qualifications or experience deemed equivalent by the Executive Director.

1.02 Child Welfare Worker II

- (a) B.S.W. or equivalent
- (b) Child Welfare Worker I with two (2) years experience in Child Welfare can be promoted to this category by the Board on the recommendation of the Executive Director.
- (c) Parent-Infant Therapist II or Youth Services Worker II.

1.03 Child Welfare Worker III

- (a) M.S.W. (Canada or U.S.)
- (b) B.S.W. with two (2) years experience in Child Welfare.
- (c) Completed equivalent professional education in social work outside Canada and U.S. with three (3) years experience in Child Welfare in Canada.

1.04 Parent-Infant Therapist I

- (a) Registered Nursing Diploma
- (b) B.A. Degree
- (c) Social Services Diploma or a Diploma in a related area from a Community College

1.05 Parent-Infant Therapist II

- (a) Bachelor of Science in Nursing
- (b) Honours Bachelor Degree in Psychology or Developmental Psychology.
- (c) B.S.W. or equivalent
- (d) Parent-Infant Therapist I with two (2) years experience in Ontario can be promoted to this category by the Board on the recommendation of the Executive Director.
- (e) Child Welfare Worker II or Youth Services Worker II

1.06 Parent-Infant Therapist III

- (a) Masters Degree in Nursing
- (b) Masters Degree in Psychology or Developmental Psychology.
- (c) M.S.W.

- (d) Those qualifications spelled out in 1.05 (a), (b) and (c) with two (2) years experience can be promoted to this category by the Board on the recommendation of the Executive Director.
- (e) Child Welfare Worker III or Youth Services Worker III

1.07 Youth Services Worker I

- (a) Bachelor of Arts Degree
- (b) Diploma in Social Welfare from a Community College Program
- (c) Other qualifications and/or experience deemed equivalent by the Executive Director.

1.08 Youth Services Worker II

- (a) B.S.W. or equivalent
- (b) Youth Services Worker I with two (2) years directly related experience in Youth Services.
- (c) Child Welfare Worker II or Parent-Infant Therapist II.

1.09 Youth Services Worker III

- (a) M.S.W. (Canada or U.S.)
- (b) B.S.W. with two (2) years experience in Child Welfare or Youth Services.
- (c) Completed equivalent professional education in social work outside Canada and U.S. with three (3) years experience in youth services in Canada.

1.10 Protection Support Worker

- (a) Diploma in Social Welfare from a Community College Program.
- (b) Other qualifications or experience deemed equivalent by the Executive Director.

1.11 Early Childhood Education

- (a) Diploma in Early Childhood Education from a Community College Program.
- (b) Other qualifications or experience deemed equivalent by the Executive Director

1.12 Clinical Family Intervention Worker

- (a) M.S.W. or B.S.W. (Canada or U.S.)
- (b) Knowledge and experience with children's mental health
- (c) Completed equivalent professional education in social work outside Canada and U.S. with three (3) years experience in Child Welfare in Canada

1.13 Child & Youth Worker

- (a) Child and Youth Worker diploma

(b) College diploma in Social Services combined with relevant experience

1.14 Statistician

(a) University degree preferred

(b) College diploma combined with relevant experience

1.15 Bookkeeper

(a) Diploma or Degree in Business/Accounting

(b) One (1) year of relevant experience

1.16 Administrative Support

(a) High school diploma

(b) One (1) year of relevant experience

1.17 Facility Caretaker

(a) High school diploma

(b) Two (2) years of relevant experience

1.18 Experience

(a) For the purpose of being promoted from one classification to another or in the determination of initial salary at time of hiring, experience in Child Welfare as is recognized in the current Child and Family Services Act shall be used.

(b) Credits for related experience will be at the discretion of the Executive Director.

(c) For the purpose of being promoted from one classification to another, or in the determination of initial salary at time of hiring, secretarial experience with other Children's Aid Societies shall be acknowledged at a year for year basis. The Employer will also recognize one-half (1/2) year of credit for each full year of related office experience.

SCHEDULE "A" - SALARIES AND CLASSIFICATIONS

April 1, 2022 – 1% increase + 2.25% increase as per Award (June 10, 2024)							
		Annually	Annually	Annually	Annually	Annually	Annually
Classification	Level	Start	1	2	3	4	5
C.W.W.	I	\$58,617	\$60,933	\$63,305	\$65,643	\$68,178	\$70,718
C.W.W.	II	\$65,937	\$68,870	\$72,395	\$75,891	\$79,402	\$82,910
C.W.W.	III	\$71,804	\$75,320	\$78,100	\$81,130	\$84,160	\$87,093
PIT	I	\$58,617	\$60,933	\$63,305	\$65,643	\$68,178	\$70,718
PIT	II	\$65,937	\$68,870	\$72,395	\$75,891	\$79,402	\$82,910
PIT	III	\$71,804	\$75,320	\$78,100	\$81,130	\$84,160	\$87,093
Y.S.W.	I	\$58,617	\$60,933	\$63,305	\$65,643	\$68,178	\$70,718
Y.S.W.	II	\$65,937	\$68,870	\$72,395	\$75,891	\$79,402	\$82,910
Y.S.W.	III	\$71,804	\$75,320	\$78,100	\$81,130	\$84,160	\$87,093
P.S.W. I	I	\$58,617	\$60,933	\$63,305	\$65,643	\$68,178	\$70,718
CFIW		\$65,937	\$68,870	\$72,395	\$75,891	\$79,402	\$82,910
CYW		\$56,055	\$58,083	\$60,784	\$62,809	\$64,837	\$67,537
ECE		\$56,055	\$58,083	\$60,784	\$62,809	\$64,837	\$67,537
Admin. Support		\$42,551	\$44,711	\$46,867	\$49,061	\$51,345	\$53,687
Admin Support - Court Clerk		\$47,419	\$49,579	\$51,735	\$53,929	\$56,213	\$58,555
Statistician		\$52,181	\$54,670	\$57,162	\$59,693	\$62,330	\$65,030
Bookkeeper		\$52,181	\$54,670	\$57,162	\$59,693	\$62,330	\$65,030
Adolescent Worker		\$56,738	\$60,844	\$64,948	\$69,052	\$73,160	
Custodian/Driver		\$56,163	\$58,374	\$60,591	\$62,812	\$65,029	
Facility Caretaker		\$42,512	\$44,673	\$46,828	\$49,024	\$51,308	\$53,649
Cook		\$56,163	\$58,374	\$60,591	\$62,812	\$65,029	

December 16, 2022 – Pay Equity Hourly Adjustment							
		Annually	Annually	Annually	Annually	Annually	Annually
Classification	Level	Start	1	2	3	4	5
CYW		\$57,184	\$59,211	\$61,913	\$63,938	\$65,965	\$68,666

March 23, 2023 – Pay Equity Hourly Adjustment							
		Annually	Annually	Annually	Annually	Annually	Annually
Classification	Level	Start	1	2	3	4	5
P.S.W. I	I	\$61,475	\$63,790	\$66,162	\$68,501	\$71,036	\$73,575

April 1, 2023 – 1% increase + 2.25% increase as per Award (June 10, 2024)							
Classification	Level	Annually Start	Annually 1	Annually 2	Annually 3	Annually 4	Annually 5
C.W.W.	I	\$60,536	\$62,927	\$65,377	\$67,791	\$70,410	\$73,032
C.W.W.	II	\$68,095	\$71,124	\$74,764	\$78,374	\$82,001	\$85,624
C.W.W.	III	\$74,154	\$77,785	\$80,656	\$83,785	\$86,914	\$89,943
PIT	I	\$60,536	\$62,927	\$65,377	\$67,791	\$70,410	\$73,032
PIT	II	\$68,095	\$71,124	\$74,764	\$78,374	\$82,001	\$85,624
PIT	III	\$74,154	\$77,785	\$80,656	\$83,785	\$86,914	\$89,943
Y.S.W.	I	\$60,536	\$62,927	\$65,377	\$67,791	\$70,410	\$73,032
Y.S.W.	II	\$68,095	\$71,124	\$74,764	\$78,374	\$82,001	\$85,624
Y.S.W.	III	\$74,154	\$77,785	\$80,656	\$83,785	\$86,914	\$89,943
P.S.W. I	I	\$63,487	\$65,878	\$68,328	\$70,742	\$73,360	\$75,983
CFIW		\$68,095	\$71,124	\$74,764	\$78,374	\$82,001	\$85,624
CYW		\$59,055	\$61,149	\$63,939	\$66,030	\$68,124	\$70,913
ECE		\$57,890	\$59,983	\$62,773	\$64,865	\$66,958	\$69,747
Admin. Support		\$43,943	\$46,174	\$48,400	\$50,667	\$53,026	\$55,444
Admin Support - Court Clerk		\$48,971	\$51,202	\$53,428	\$55,694	\$58,053	\$60,471
Statistician		\$53,888	\$56,459	\$59,033	\$61,646	\$64,370	\$67,158
Bookkeeper		\$53,888	\$56,459	\$59,033	\$61,646	\$64,370	\$67,158
Adolescent Worker		\$58,595	\$62,835	\$67,074	\$71,312	\$75,554	
Custodian/Driver		\$58,001	\$60,284	\$62,574	\$64,868	\$67,157	
Facility Caretaker		\$43,904	\$46,135	\$48,361	\$50,628	\$52,987	\$55,404
Cook		\$58,001	\$60,284	\$62,574	\$64,868	\$67,157	

April 1, 2024 – 1% increase + 2.5% increase as per Award (June 10, 2024)							
		Annually	Annually	Annually	Annually	Annually	Annually
Classification	Level	Start	1	2	3	4	5
C.W.W.	I	\$62,670	\$65,145	\$67,681	\$70,181	\$72,892	\$75,607
C.W.W.	II	\$70,496	\$73,631	\$77,400	\$81,137	\$84,891	\$88,642
C.W.W.	III	\$76,768	\$80,526	\$83,499	\$86,738	\$89,978	\$93,113
PIT	I	\$62,670	\$65,145	\$67,681	\$70,181	\$72,892	\$75,607
PIT	II	\$70,496	\$73,631	\$77,400	\$81,137	\$84,891	\$88,642
PIT	III	\$76,768	\$80,526	\$83,499	\$86,738	\$89,978	\$93,113
Y.S.W.	I	\$62,670	\$65,145	\$67,681	\$70,181	\$72,892	\$75,607
Y.S.W.	II	\$70,496	\$73,631	\$77,400	\$81,137	\$84,891	\$88,642
Y.S.W.	III	\$76,768	\$80,526	\$83,499	\$86,738	\$89,978	\$93,113
P.S.W. I	I	\$65,725	\$68,200	\$70,736	\$73,236	\$75,946	\$78,661
CFIW		\$70,496	\$73,631	\$77,400	\$81,137	\$84,891	\$88,642
CYW		\$61,137	\$63,304	\$66,192	\$68,358	\$70,525	\$73,412
ECE		\$59,930	\$62,098	\$64,986	\$67,151	\$69,319	\$72,206
Admin. Support		\$45,492	\$47,802	\$50,106	\$52,453	\$54,895	\$57,398
Admin Support - Court Clerk		\$50,697	\$53,007	\$55,311	\$57,657	\$60,099	\$62,602
Statistician		\$55,788	\$58,450	\$61,114	\$63,819	\$66,639	\$69,525
Bookkeeper		\$55,788	\$58,450	\$61,114	\$63,819	\$66,639	\$69,525
Adolescent Worker		\$60,660	\$65,050	\$69,438	\$73,826	\$78,218	
Custodian/Driver		\$60,045	\$62,409	\$64,780	\$67,155	\$69,524	
Facility Caretaker		\$45,451	\$47,761	\$50,066	\$52,413	\$54,855	\$57,357
Cook		\$60,045	\$62,409	\$64,780	\$67,155	\$69,524	

April 1, 2025 – 2.5% increase							
Classification	Level	Annually Start	Annually 1	Annually 2	Annually 3	Annually 4	Annually 5
C.W.W.	I	\$64,236	\$66,774	\$69,373	\$71,935	\$74,714	\$77,497
C.W.W.	II	\$72,258	\$75,472	\$79,335	\$83,165	\$87,013	\$90,858
C.W.W.	III	\$78,687	\$82,540	\$85,586	\$88,907	\$92,227	\$95,441
PIT	I	\$64,236	\$66,774	\$69,373	\$71,935	\$74,714	\$77,497
PIT	II	\$72,258	\$75,472	\$79,335	\$83,165	\$87,013	\$90,858
PIT	III	\$78,687	\$82,540	\$85,586	\$88,907	\$92,227	\$95,441
Y.S.W.	I	\$64,236	\$66,774	\$69,373	\$71,935	\$74,714	\$77,497
Y.S.W.	II	\$72,258	\$75,472	\$79,335	\$83,165	\$87,013	\$90,858
Y.S.W.	III	\$78,687	\$82,540	\$85,586	\$88,907	\$92,227	\$95,441
P.S.W. I	I	\$67,368	\$69,905	\$72,505	\$75,067	\$77,845	\$80,628
CFIW		\$72,258	\$75,472	\$79,335	\$83,165	\$87,013	\$90,858
CYW		\$62,665	\$64,887	\$67,847	\$70,067	\$72,288	\$75,248
ECE		\$61,429	\$63,650	\$66,611	\$68,830	\$71,052	\$74,011
Admin. Support		\$46,630	\$48,997	\$51,359	\$53,764	\$56,267	\$58,833
Admin Support - Court Clerk		\$51,964	\$54,332	\$56,694	\$59,099	\$61,602	\$64,168
Statistician		\$57,182	\$59,911	\$62,642	\$65,414	\$68,305	\$71,263
Bookkeeper		\$57,182	\$59,911	\$62,642	\$65,414	\$68,305	\$71,263
Adolescent Worker		\$62,177	\$66,676	\$71,174	\$75,671	\$80,173	
Custodian/Driver		\$61,546	\$63,969	\$66,399	\$68,833	\$71,262	
Facility Caretaker		\$46,588	\$48,955	\$51,317	\$53,723	\$56,226	\$58,791
Cook		\$61,546	\$63,969	\$66,399	\$68,833	\$71,262	

Wage Re-Opener

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

SCHEDULE “B” - CASPDT Consensus Agreement - HEALTH SPENDING ACCOUNT DETAILS

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

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

Health Spending Account List of Eligible Expenses

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

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; insulin, test tape or test tablets; oxygen; needles and syringes); does NOT include over the counter drugs (even if prescribed)
- Vision Care (eyeglasses, contact lenses, laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)
 - Acupuncturists
 - Chiropodists
 - Chiropractors
 - Christian Science Practitioners
 - Dental hygienists
 - Dentists
 - Dieticians
 - Naturopaths
 - Nurses
 - Occupational Therapists
 - Optometrists
 - Osteopaths
 - Pharmacists
 - Physicians
 - Physiotherapists
 - Podiatrists
 - Psychoanalysts
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Theraputists;
- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals and other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
 - Artificial eyes
 - Artificial limbs
 - Crutches
 - Ileostomy or colostomy pads
 - Breast prosthesis
 - Laryngeal speaking aids
 - Incontinence supplies
 - Hospital beds
 - Walkers

- Hearing aid devices
 - Orthopedic shoes
 - Limb braces
 - Oxygen tent or equipment
 - Wheelchairs
 - Wigs
- Diagnostic procedures (diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
 - Rehabilitative therapy (reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
 - Other
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures or services
 - Cosmetic surgery if necessary for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - 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: 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.

As per Article 24.06 (g), the eligible expenses are subject to change by the CRA and are not subject to the grievance and/or arbitration process.

LETTER OF UNDERSTANDING 1 - CASUAL EMPLOYEES

Casual Employee

A “casual employee” is one whose employment or hours of work are irregular and may vary from shift to shift or week to week. A casual employee may be scheduled or called into work as needed but has the option of accepting or declining work assignments at the time the assignments are offered.

No permanent full-time position shall be filled by one or more casual employee.

The parties recognize the desirability of continuity of service; therefore, casual employees shall accumulate seniority as per Article 12 and shall only retain seniority under the following provisions:

- a) A casual employee must accept at least 35% of shifts/hours offered or scheduled for any four (4) month period.
- b) A casual employee may be terminated without recourse to the grievance and/or arbitration procedure if he declines more than 65% of shift/hours offered or scheduled without a valid reason for any four (4) month period.

Specific to Child and Youth Workers

1. The parties recognize that clients’ needs may vary and as such the amount of time required to support said client will also vary. The Employer will endeavour to distribute caseloads as equitably as possible taking into consideration the needs of the client, the Employer, as well as the abilities of the employee.
2. In distribution of said caseloads, the parties recognize that clients will have needs and challenges that may require the unique skills, abilities and qualifications of a particular Child and Youth Worker. Therefore, the fundamental principal will be to ensure that the clients’ needs are met by assigning the appropriate Child and Youth Worker.

This Letter of Understanding shall remain in full force and effect for the life of this Agreement and shall not automatically renew at the expiry of the Collective Agreement, March 31, 2026 except by express agreement of the parties.

LETTER OF UNDERSTANDING 2 - PROVINCIAL DISCUSSION TABLE (PDT) AND SUB-COMMITTEES

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

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

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This Letter of Understanding shall remain in full force and effect for the life of this Agreement and shall not automatically renew at the expiry of the Collective Agreement, March 31, 2026 except by express agreement of the parties.

LETTER OF UNDERSTANDING 3 - BENEFITS SAVINGS

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

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This Letter of Understanding shall remain in full force and effect for the life of this Agreement and shall not automatically renew at the expiry of the Collective Agreement, March 31, 2026 except by express agreement of the parties.

LETTER OF UNDERSTANDING 4 - LOCAL SUPERIOR PROVISIONS

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

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This Letter of Understanding shall remain in full force and effect for the life of this Agreement and shall not automatically renew at the expiry of the Collective Agreement, March 31, 2026 except by express agreement of the parties.

LETTER OF UNDERSTANDING 5 - PROCESS OF PDT REFERRAL TO LOCAL TABLES AND DISPUTE

- a) The Employers group shall forward a copy of this Agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date.
- b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts (TBD) above by their local principals.
- c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- d) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the PDT Agreement in the provisions of the local collective agreement shall be used to resolve such disputes.
- e) Where there is a dispute between the Employers groups and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that Part 17(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - (i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30-day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - (ii) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
 - (iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- f) If the parties are unable to agree on an arbitrator as per e)(i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This Letter of Understanding shall remain in full force and effect for the life of this Agreement and shall not automatically renew at the expiry of the Collective Agreement, March 31, 2026 except by express agreement of the parties.

LETTER OF UNDERSTANDING 6 – WORKLOAD

The parties recognize the importance of maintaining and expanding workload discussions at the Employer/Employee Relations Committee, in order to address workload concerns in the workplace.

The parties agree that both Supervisors and Employees will engage in ongoing dialogue regarding workload pressures.

LETTER OF UNDERSTANDING 7 – MAINTENANCE OF PAY EQUITY

The parties agree to meet within sixty (60) days of ratification to have meaningful discussions around the Employer's obligations under maintenance provisions of the Pay Equity legislation as per the Ontario Pay Equity Act (1988). The Parties will meet during the month of November each year, for the purpose of maintaining Pay Equity unless another date is mutually agreed. All aspects of Pay Equity Maintenance will be done by a joint committee comprised of the Union and the Employer representatives.

APPENDIX A - HUMAN RESOURCES ADJUSTMENT PLAN

**CASPDT Human Resources Adjustment Plans (“HRAP[s]”)
PROVINCIAL DISCUSSION TABLE (PDT)**

CONSENSUS AGREEMENT

Between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “CUPE”)**

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as “OPSEU”)**

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
(hereinafter referred to as “CEP”)**

and

**SIMCOE CAS EMPLOYEE ASSOCIATION
(hereinafter referred to as “Simcoe CAS ea”)**

and

**CHILDREN’S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP
(hereinafter referred to as “THE EMPLOYERS”)**

June 3, 2011

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CA ea, the Children’s Aid Societies of Ontario Employers Group, signed on June 4, 2011, the parties to this Agreement shall support the following:

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

PREAMBLE

The Ministry of Children and Youth Services has made application for a regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PSLRTA. The parties herein agree to use their best efforts to affect a smooth transition in the best interest 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 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 any subsisting collective agreements, the term of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where 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, OSLRA, 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 integration will not be required to complete a new probationary period; however, they will be required to complete any probationary period, they are servicing 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 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 provide 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 lay-off 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 lay-off or in receipt of notice of lay-off 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 eighteen (18) months from lay-off 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 lay-offs by a Predecessor Employer resulting from integration, the lay-off, 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 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 lay-off 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 lay-off shall have the following entitlements:

- (a) be placed on a recall list for eighteen (18) months from the date the actual lay-off begins; or
- (b) accept the lay-off, 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 lay-off 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 in WSIA benefits and modified work programs who may be affected by the integration.

8.02 The Local HRAP may 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 thirty (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.