

# COLLECTIVE AGREEMENT

BETWEEN:



Simcoe Muskoka  
**Family Connexions**

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**Connexions Familiales**  
de Simcoe Muskoka

**SIMCOE MUSKOKA CHILD, YOUTH AND FAMILY SERVICES**

- and -

**CUPE** / *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5319**

**April 1, 2024 To March 31, 2027**

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## ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of both parties to this Agreement:
- A. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - B. To recognize the mutual value of joint discussions and negotiations.
  - C. To encourage efficiency in operations.
  - D. To promote the morale, well-being and security of all employees.
  - E. To provide for the prompt and equitable disposition of grievances.
- 1.02 It is desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the certified bargaining agent for all employees of Simcoe Muskoka Child Youth and Family Services, save and except the Executive Assistants, Human Resources Manager, Information and Technology Manager, Managers of Service, Staff Learning & Development Coordinator, HR Specialist HS & Wellness, HR Specialist Workforce Planning, Bilingual HR Assistant, Data & Process Specialist, Continuous Improvement Support Coordinator, Payroll & Benefits Coordinator, Legal Counsel and all persons above the rank of supervisor.
- 2.02 Should the Employer, during the life of this Agreement, introduce new classifications, without restricting the right of the Employer to fill such new positions, the issue of their inclusion or exclusion from the bargaining unit shall be discussed with the Union.
- 2.03 The parties agree that the Employer may not enter into an agreement with an employee which conflicts with the terms of this Agreement.

## ARTICLE 3 - DEFINITIONS

- 3.01 Full Time Employees  
A “full time employee” is one who is regularly scheduled to work the hours per week as outlined in Article 17.02, Hours of Work and Overtime.
- 3.02 Part-Time Employees  
A “Part-Time Employee” is one who is regularly scheduled to work less than the hours per week as outlined in Article 17.02, Hours of Work and Overtime.
- 3.03 A "Permanent Employee" is one who is hired for an indefinite period.

3.04 Temporary Employee

- A. A "Temporary Employee" is one who is required to:  
replace an employee who is:
  - I. temporarily transferred to another position with the Employer; or  
on an approved leave of absence; or off work due to accident or illness; or
  - I. temporarily fill a vacant permanent position; or
  - II. work for a specific period or to perform a specific project or task not to exceed six (6) months, unless mutually agreed; or
  - III. To meet unexpected workload demands of a temporary nature.
- B. A "temporary employee" may be terminated without notice at the discretion of the Employer unless required under the Employment Standards Act.
- C. A "temporary employee" may grieve any alleged violation of this Agreement except the employee's layoff or failure to be recalled from layoff or discharge.

3.05

- A. Permanent employees selected to fill a temporary vacancy or to temporarily fill a vacant permanent position shall retain their permanent status and shall not be considered a temporary employee. When the temporary assignment is completed, the employee shall return to the employee's previous position.
- B. Part-Time employees selected to fill a temporary vacancy or temporarily fill a vacant part-time position shall retain their part-time status for the purposes of this Agreement and shall return to part time at the end of the assignment.

3.06 Seniority Classification are all employees on a seniority list as defined in Article 13.03

3.07 Pay Classification will mean all jobs within a pay band as defined in Schedule A

3.08 Positions in this agreement refers to any position with a common/same job description

3.09 At time of hire, a temporary employee shall be advised of:

- A. their temporary employment status,
- B. the estimated duration of employment and
- C. rate of pay.

The Union shall be advised of all such hiring.

- 3.10 In the event that the temporary employee is employed for,
- A. eighteen (18) consecutive months and;
  - B. works at least fifteen hundred (1500) hours within said eighteen (18) consecutive month period; said employee will be deemed to have earned permanent status and be entitled to seniority in accordance with Article 13.

Employees will be placed on the seniority list once they achieve permanent status. The seniority date will be reflective of their initial date of hire as a Permanent or Temporary Full-Time/Part-Time Employee and in accordance with Article 13.01.

Employees will be placed on the seniority list consistent with the position they occupy.

3.11 Float Employees

Float employees are permanent employees who are hired to fill temporary vacancies in various locations across the organization. The position(s) will be assigned to an office where there is a current vacancy. The assigned office will be deemed that person's primary office for the duration of the assignment.

3.12 Casual Employees

- A. A "Casual Employee" is one who works on an "as-needed" basis for the agency with no regularly scheduled or consistent work. It is anticipated that the need for and number of casual employees will fluctuate at any point in time based upon the needs of the organization.
- B. The complete terms and conditions of employment for a casual employee shall be set out in a contract. Therefore, none of the terms of the Collective Agreement shall apply except a casual employee shall pay union dues, may grieve a violation of the terms and conditions of their contract, and shall be eligible to bid on job postings as an external candidate.
- C. A casual employee may be terminated without notice at the discretion of the Employer, unless required under the Employment Standards Act, and shall not have access to the grievance and/or arbitration procedure.
- D. Casual employment is not utilized toward the calculation of seniority.

- 3.13 The term "posting and bulletin boards" shall include electronic communications.

**ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and acknowledges that it is the exclusive function of the Employer to manage and direct the Service and to, without limiting the generality of the foregoing:
- A. maintain order, discipline and efficiency;
  - B. hire, classify, establish starting salaries, direct, transfer, promote, reclassify, layoff; and, for just cause with respect to non-probationary personnel, discharge, suspend or otherwise discipline employees;
  - C. operate and manage the services in all aspects in accordance with its responsibilities;
  - D. determine:
    - I. the location of its offices, or places of employment;
    - II. the methods, process and means of performing the various job functions;
  - E. otherwise manage the affairs of the Service according to relevant legislation.
- 4.02 The Employer has the sole right to make and alter, within the framework of this Agreement, rules, regulations, policies and procedures, to be observed by the employees. Such shall be reviewed by representatives of the Union, with an opportunity to provide feedback prior to implementation.
- 4.03 The Employer agrees that these functions in Article 4 will be exercised in a manner consistent with the provisions of this Agreement, and will not act in an arbitrary, discriminatory or unreasonable manner.
- 4.04 The Employer shall advise the Union of the names of supervisory and management employees.

**ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT**

- 5.01 The parties agree to comply with the requirements of the Ontario Human Rights Code, R.S.O., 1990, c. H. 19, as may be amended from time to time.
- 5.02 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee with regard to any protected grounds as outlined in the Human Rights Code or by reason of their membership or non-membership or activity or lack of activity in the Union.

## ARTICLE 6 – UNION SECURITY

6.01 The parties agree that all employees, including all future employees, who come within the 5319 bargaining unit shall become a member of the Union.

6.02 The Employer agrees during the life of this Agreement to deduct union dues from each pay, based on the regular wages of employees in the bargaining unit, the regular monthly Union dues, as certified as being in effect by the Union and to remit same to the Secretary Treasurer of the Union not later than the twentieth (20th) day of the month.

The dues shall be accompanied by a list of names of employees from whose wages the deductions have been made.

6.03 The Union shall advise the Employer in writing of the amount of the regular monthly Union dues. Any changes in the amount of the regular monthly Union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.

6.04 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection of such authorized dues.

6.05 The Employer shall include the amount of Union dues deducted on each employee's T-4 slip.

6.06 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers in or out of the bargaining unit, leaves of absence, recalls and terminations of employment within the bargaining unit.

## ARTICLE 7 – WORK OF THE BARGAINING UNIT

7.01

A. No bargaining unit member shall be laid off, or have their regular hours reduced because a manager or supervisor, student or volunteer who is not in the bargaining unit, is performing bargaining unit work.

B. In the event a bargaining unit member is on layoff the Employer shall be allowed to:

I. place students, however, students shall not take on an independent case load, nor any other work of the bargaining unit.

II. continue its use of volunteers, provided it does not increase the duties and/or number of volunteers in excess of current policies without the agreement of the Union.

- C. The Employer will not contract out any work regularly performed by members of the bargaining unit to a contractor or sub-contractor.

Contracting out will not take place when,

- I. In the opinion of the Employer, the skills and equipment required to perform the work are available within the organization in sufficient quantity and quality to meet the time and cost parameters offered by a Contractor, and;
- II. The skills and equipment available within the organization can be so re-allocated without undue interruption to other regularly required or scheduled work.

Should the Employer determine the aforementioned conditions have not been met, they shall provide the Union six (6) months notice prior to contracting out bargaining unit work.

Within sixty (60) days of notification, the Union will be provided an opportunity to provide the employer with alternative proposals.

The Employer will provide a written response of their decision within sixty (60) days of meeting with the Union.

It is understood that “contracting out” does not include restructuring within the Child Welfare and Children’s Mental Health sectors.

## ARTICLE 8 – NO STRIKE OR LOCKOUT

- 8.01 The parties agree that there will be no strike or lockout of employees during the term of this Agreement. The definition of strike and lockout shall be as defined in the Labour Relations Act, 1995, as amended.

## ARTICLE 9 – UNION REPRESENTATION

- 9.01 The Union and the employees covered by this Agreement will not solicit members, hold meetings or engage in other Union activities at any time on the premises of the Employer, or during working hours without the prior permission of the Employer. Permission shall not be unreasonably withheld.

9.02 Stewards

The Employer acknowledges that the employees may select ten (10) stewards one of whom shall be designated as the Chief Steward. To be eligible to be a steward an employee must have completed their probationary period.

9.03 It shall be the steward's duty to represent the employees in presenting grievances under Article 11- Grievance Procedure.

9.04 The Union acknowledges that the steward has regular duties to perform on behalf of the Employer. In a situation which requires a steward's attention during working hours, they shall not leave their regular duties without first obtaining the permission of the Employer and arranging any required coverage. The Union agrees to provide as much notice of the request as circumstances reasonably permit. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. If permission is granted the matter will be dealt with expeditiously. Stewards shall not suffer loss of pay for regularly scheduled hours representing employees in the grievance procedure.

9.05 Negotiating Committee

The Employer acknowledges the right of the Union to select six (6) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.

Before the commencement of bargaining, the CUPE member on the Negotiating Committee will meet with their respective manager to develop a mutually agreeable plan to ensure that the member will have a manageable workload through the bargaining process. Bargaining Committee members will not be assigned work on the dates they are in bargaining.

9.06 Joint Consultation Committee

A Joint Consultation Committee shall be established consisting of four (4) representatives of the Union and representatives of the Employer. The Committee shall discuss matters of mutual concern; however, the Committee shall not have jurisdiction to negotiate amendments to the Collective Agreement nor to address grievances.

The Committee shall meet at the request of either party, and minimally four (4) times per year. The responsibility for chairing will alternate between the representatives of the Union and the representatives of the Employer. The parties shall endeavor to share the agenda items seven (7) calendar in advance of the meeting.

The Committee shall have the right to make recommendations to the Union and the Employer with regard to its discussions and conclusions.

A portion of every agenda shall be to review workload issues and make recommendations to the Senior Leadership Team regarding ways and means to address global workload issues related to bargaining unit employees.

Terms of reference shall be established by the committee members. These terms of reference will include, but not be limited to the following:

- A. roles and responsibilities of members
- B. information that will be provided to the committee on a regular basis to inform discussions, recommendations and decisions.

9.07 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established in accordance with the Occupational Health and Safety Act, R.S.O. c. 0.1, at each of the Agency's offices.

9.08 Payment of Union Committee Members

Members of committees shall not suffer loss of pay for regularly scheduled hours spent in meeting with the Employer.

9.09 Recognition of Union Representatives

The Union shall notify the Employer in writing of the names of its officers, stewards and committee members. The Employer shall not be required to recognize any steward or committee member until such notification from the Union has been received.

9.10 Staff Representation

- a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer.
- b) A staff representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting with a steward with regard to Union matters, or the Employer. It is agreed that such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the steward shall be in a place designated by the Employer and time taken shall be kept to a minimum.

9.11 On commencing employment the Employer shall make the employee aware of the Union. The Employer shall provide the Union with a list of new Employees. A steward shall attend orientation

for the purposes of acquainting the new employee with the benefits and duties of Union membership and the role of the Union as per the Collective Agreement.

- 9.12 The Union must request and obtain permission from the Employer to use the Employer's interoffice communication systems, including voice mail and electronic mail, for the purposes of transmitting bulk correspondence related to Union Business.
- 9.13 The Employer will notify the Union of all return to work and accommodation meetings in a timely manner. All documentation related to the return to work and/or accommodation will be provided to the employee upon their request.

#### ARTICLE 10 – LETTER OF DISSATISFACTION AND DISCIPLINE

- 10.01** Before taking disciplinary action, the Employer agrees to conduct a fair investigation as is necessary. No permanent employee who has completed the probationary period shall be disciplined, suspended or discharged without just cause. In the event that a permanent employee is disciplined, suspended or discharged, the employee shall be notified in writing.
- 10.02** In cases of discipline, suspension or discharge, the burden of proof rests with the Employer.
- 10.03** Where an employee has not received a disciplinary notation for a period of eighteen (18) months, any recorded disciplinary notation shall be considered null and void.

#### ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the parties hereto that complaints of the employees shall be considered as quickly as possible without an illegal stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.

The parties agree to make every reasonable effort to accommodate an Employee to participate in this process in a manner that is in keeping with their spiritual or cultural observances as required by faith or culture.

- 11.02 A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement.
- 11.03 No grievance shall be considered where the events giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.
- 11.04 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The employee, with the assistance of a steward if requested, will first seek to settle the dispute with the employee's Supervisor.

STEP 2

If the grievance is not resolved at Step 1 to the satisfaction of the Union, the employee with the assistance of a steward if they desire, may present a signed, dated, written statement of such grievance to the employee's supervisor or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The employee, steward and the supervisor or designate shall hold a meeting within five (5) working days from presentation of the grievance to discuss the grievance. The supervisor shall submit their answer in writing within five (5) working days of said meeting.

STEP 3

Failing settlement of the grievance at Step 2 or failure of the supervisor to submit their reply within the prescribed period, the employee shall present their grievance in writing to the Executive Director or designate within five (5) working days after the reply is received or should have been received in Step 2. The Executive Director or designate shall collect the relevant information and shall hold a meeting within ten (10) working days with the grievor, a steward and/or a full time representative of the Union to discuss the grievance. The Executive Director or designate, shall deliver their decision in writing within five (5) working days following the day on which the meeting was held.

STEP 4

Failing satisfactory settlement being reached in Step 3, upon mutual agreement, the grievance may be referred to an impartial grievance mediator. The selection of the mediator will be made jointly by both the Union and the Employer. The meeting with the mediator will take place within ten (10) working days of the exercise of Step 4 but may be extended by mutual consent. At the mediation meeting, the Employer shall meet with the grievor, the chief steward and the staff representative. The costs of the mediator will be shared equally by the Employer and the Union.

11.05 A "working day" is defined as a day that the Agency's office is open.

11.06 Grievance meetings shall be held on the Employer's premises.

11.07 Group Grievance

The Union may file a group grievance in lieu of individual grievances when more than one (1) employee has a grievance based on the same fact situation. Said group grievance shall be filed in writing within ten (10) working days of the incident giving rise to the complaint. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 3 of the Grievance Procedure.

11.08 Policy Grievance

- a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within ten (10) working days of becoming aware of the issue giving rise to the complaint. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 3 of the Grievance Procedure.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by management within ten (10) working days of becoming aware of the issue giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within ten (10) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting.

11.09 Layoff or Discharge Grievance

A permanent employee who has completed the probationary period, claiming that they have been laid off, not recalled or discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the grievance procedure within three (3) working days of the layoff, failure to recall or discharge.

11.10 The parties expressly agree that the grievance procedure does not apply in the event of the lay-off, failure to recall from lay off, or the discharge of a temporary, casual or probationary employee.

11.11 Time limits may be extended by mutual agreement of the parties in writing.

11.12 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.13 If final settlement of the grievance is not reached in accordance with this Article then the grievance may be referred in writing by either party to arbitration as provided in Article 12 - Arbitration, at any time within twenty (20) working days after the final decision. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.

## ARTICLE 12 – ARBITRATION

12.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 11- Grievance Procedure 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.

12.02

A. A 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. Within fourteen (14) calendar 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 endeavour to agree as soon as possible to the single Arbitrator or Chairperson respectively.

12.03 Should the parties fail to agree on a single Arbitrator, or the nominees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as single Arbitrator, or Chairperson in the event of an agreement to a Board of Arbitration by the parties, in accordance with the provisions of the Ontario Labour Relations Act

12.04 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. In the absence of an unanimous decision 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.

12.05

A. The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

B. The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a lay off, failure to recall from lay off or discharge grievance put forth by or on behalf of a temporary, casual or probationary employee.

- 12.06 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 of Arbitration.
- 12.07 Time limits fixed in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- 12.08 In the event that the parties cannot agree on the implementation of the Arbitrator or Board's decision, the parties agree that the Arbitrator or Board will remain seized of the issue and may be requested to clarify or determine if the conditions of the decision have been fulfilled.

### ARTICLE 13 – SENIORITY

#### 13.01

- A. The Seniority date shall be established as the hire date. Employees who have a break in service from the employer not referenced under Article 13.05, will be allowed to carry their seniority accrual forward for up to 90 calendar days. When the break is greater than 90 calendar days, then the employee's accrued seniority will be lost, and the new seniority date will be established at the new hire date.

In the following situation, seniority shall be held in abeyance and not accumulate (as per Article 16, Approved Leaves of Absence):

- I. Unpaid Leaves of Absence except for statutory leaves of absence as defined by the Employment Standards Act and leaves of absence due to disability, except secondments under Article 16.10 C.
  - II. Full time secondments outside of the bargaining unit.
- B. Seniority shall be used in determining preference or priority for transfers from office to office within a classification. This does not apply to desk assignments.

#### 13.02 A permanent employee shall be considered a probationary employee until:

- A. An authorized child protection worker, as determined by the Employer, has worked a total of one hundred and eighty (180) workdays since the last date of hire as a permanent employee.
- B. All other employees have worked a total of one hundred and twenty (120) workdays since the last date of hire as a permanent employee

On mutual agreement with the Union the probation period may be extended for a further period of up to sixty (60) days worked. During the probation period, the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge, lay off or failure to recall after lay off of a probationary or temporary employee shall not be the subject of a grievance nor Arbitration pursuant to this Agreement.

Upon successful completion of such probationary period the employee's name shall be placed on the respective seniority list reflecting the last date of hire.

In the event two (2) or more employees had the same last date of hire, the employees shall be added to the seniority list based on a random draw.

13.03 There shall be 3 separate seniority lists in the following classifications, attached as "Schedule B" to this agreement:

- A. Direct Service Worker "A"
- B. Direct Service Worker "B"
- C. Support Staff

13.04 The seniority lists under Article 13.03 will reflect an employee's date of hire, current position, seniority date and the seniority calculation.

Such lists shall be revised and brought up to date every January and July, posted on all appropriate bulletin boards, and the Employer shall provide such lists to the Union. An employee shall have fifteen (15) working days to challenge the employee's seniority from the date the employee's name first appears on the seniority list or the employee's seniority date is adjusted. Fifteen (15) working days after the publication of such lists the seniority standing so established shall be recognized and shall not be challenged by either the Employer, the employees or the Union.

13.05 A permanent employee ceases to be an employee of the Agency and loses their seniority in the event that:

- A. He resigns for any reason, in writing, and does not withdraw the resignation, in writing, within two working days of the original resignation.
- B. He is discharged and not reinstated through the grievance procedure.
- C. He is absent from work in excess of three (3) working days, without reasonable excuse.

- D. He fails to return to work within five (5) working days following a recall and after being notified, by registered mail or courier to do so; it shall be the responsibility of the employee to keep the employer informed of their current address.
- E. is laid off for more than 18 months.
- F. They fail to return from or uses a leave of absence for a purpose other than that for which it was granted.
- G. They retire or is retired.

13.06 It shall be the duty of an employee to notify the Employer promptly of any change of address, personal email address or telephone number. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee. Notices from the employer shall be confirmed in writing and delivered by registered mail or courier under the following circumstances:

- the employee is on a leave of absence from the workplace and;
- the notice impacts the employee's employment status, and/or benefits and;
- the Employer has been unable to confirm the employee has received prior notice

13.07 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Any employee shall have the right to return to a position in the bargaining unit within twelve (12) months, unless for the purpose of backfilling a pregnancy/parental leave the absence from the bargaining unit may be extended to eighteen (18) months. If an employee returns to the bargaining unit, they shall be placed in a job consistent with the employee's position and seniority. Such return shall not result in the layoff of an employee holding greater seniority than the returning employee. Employees who surpass the twelve (12) month period, with agreement of both parties, will be allowed to return to the bargaining unit, provided a position is available, but without prior seniority.

## ARTICLE 14 – JOB POSTING

### 14.01

- A. In the event that the Employer has notified the Union of position reductions, please refer to Article 15 Redeployment, Layoff & Recall prior to filling vacancies. (renumber the remaining articles in 14.01)
- B. The Employer may fill at its discretion a temporary vacancy of sixty (60) consecutive working days or less. An extension of an additional twenty (20) consecutive working days may be granted by mutual agreement. Should the Employer look to an internal candidate to fill the

position, an Expression of Interest shall be posted to staff within the applicable work unit(s) for 7 working days. Positions will be awarded on a senior qualified basis.

- C. When a temporary vacancy of over sixty (60) consecutive working days occurs within the bargaining unit, the position shall be posted as provided under Article 14.01 e). The requirement to post is waived in the event that a Float Employee is available to fill the position.

Float employees who are available to move, as determined by the staffing compliment, shall be selected as follows:

- I. Float employees will be provided the opportunity to express an interest in moving. Should more than 1 float employee express an interest, the most senior float employee shall move. Should no float employees express an interest, the least Senior float employee who is not on probation shall move.
- II. Float employees who are on probation will not move unless operationally required, in reverse order of seniority.

For Clarity: Float Employees referenced in this Agreement work in the following position:

- Child Protection Worker
- Protection Team Lead
- Family Support Team Lead

- D. Permanent employees shall have the opportunity to fill a temporary vacancy of one hundred and eighty (180) working days or more, as follows.

- I. The requirement to post the vacancy will be waived in the event that an employee is eligible to transfer into the position under Article 14.04 (Transfer of Bargaining Unit Positions).
- II. In the event no employee accepts the position from the transfer list, the Employer shall fill the vacancy with an available float employee whenever possible.
- III. In the event no float employee is available to fill the vacancy, the position shall be posted as provided under Article 14.01 f).
- IV. Employees who transfer into a temporary vacancy shall remain in the location to which they transferred until the assigned work unit exceeds their allocated number of positions. At that time the permanent employee may return to their permanent position and location or apply for an alternative transfer location.

- V. When the temporary vacancy or contract position is completed the permanent employee shall return to the employee's previous position and location.
  
- E. When a permanent vacancy occurs within the bargaining unit, the position shall be posted as provided under Article 14.01 g). The requirement to post is waived in the event that an employee is eligible to transfer into the position under Article 14.04 (Transfer of Bargaining Unit Positions).
  
- F. When required, vacancies shall be posted for ten (10) calendar days electronically via Intranet/email. In the event there is a requirement to have additional posting(s) as a direct result of the first posting, said posting(s) shall be posted for seven (7) calendar days. All postings shall designate the position, whether the position is permanent or temporary, qualifications, required knowledge and education, skills, hours of work and rate or range of pay grid for such position. Any employee may apply in writing for such position during the posting period. It is agreed that the Employer may simultaneously seek external candidates during the posting period but permanent employees who apply shall be considered prior to the Employer considering external candidates provided that they have the ability, and qualifications to be able to perform the work. Temporary or casual employees shall be considered prior to external candidates.
  
- G. The Employer shall consider the following factors in determining which applicant is to fill the posted vacancy:
  - I. Ability and qualifications to meet the requirements of the job as outlined in the job description; and
  - II. Seniority

In the event the requirements of factor (i) are considered relatively equal (a score differential of 10% or less) in the opinion of the Employer, then factor (ii) shall govern
  
- H. An Internal applicant shall be placed on trial of one hundred twenty (120) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their 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 the employee's former position, wage or salary rate without loss of seniority.
  
- I. Within seven (7) calendar days of the date of the appointment to a vacant position the name of the successful applicant shall be announced.
  
- J. If the Internal applicant is moving into a Child Protection Worker role and is unauthorized, they shall be placed on a trial of one hundred and eighty (180) working days.

14.02 The posting procedure as outlined above may by mutual consent be eliminated where no qualified candidates are available within the bargaining unit.

14.03 A probationary or temporary employee or a successful candidate under the posting provisions shall not be able to apply for another posting for one hundred and twenty (120) working days from the awarding of the posting without the approval of the Employer. Due to training requirements, the parties may agree to an extension to the one hundred and twenty (120) working days. This article will not apply to newly created job classifications.

14.04 Transfer of Bargaining Unit Positions

In order to streamline the job posting process and to facilitate the expeditious filling of permanent and temporary vacancies, the following will apply:

- A. Bargaining unit employees may apply to voluntarily transfer from their permanent position to the same position in a different location or to a "Similar Position" as defined in Letter of Understanding #11 Re: Similar and Non-Similar Positions by notifying the Human Resources Workforce Planning Specialist. The Human Resources Workforce Planning Specialist shall create a Transfer List. All applicants will be ranked in order of seniority, listing the location/position requested.
- B. The transfer list applies to a
  - I. Permanent vacancy, or
  - II. Temporary vacancy
- C. The transfer list does not apply to a
  - I. Newly created position, or
  - II. The Workforce Planning Specialist will fill the newly created positions via posting in accordance with Article 14.01 f).
- D. Temporary vacancies will not be filled by employees awaiting transfer with the exception of vacancies identified under Article 14.01 d).
- E. Employees shall not be eligible for transfer into a temporary vacancy during a leave of absence from the Employer unless their confirmed date of return is within 1 month of the available vacancy.
- F. Employees must meet any language or cultural criteria legislated or required by the Employer to meet client needs, as mutually agreed between the parties.
- G. Employees will be required to remain in a vacancy for a minimum of one hundred and twenty (120) working days, if applicable.

- H. Employees who have been placed in a vacancy, will not be eligible for subsequent transfers until one hundred and twenty (120) working days have elapsed.
- I. Should an employee currently waiting for a position refuse the position when offered, the next person on the list will be offered the position.

## ARTICLE 15 – LAYOFF AND RECALLS

### 15.01 Definitions

- A. A layoff shall be defined as any reduction of an employee(s) regular hours of work, up to and including 100% of their hours.
- B. The Employer shall lay off the employee(s) whose work is affected in reverse order of seniority beginning with probationary employees within their position, providing that those employees who remain on the job have the qualifications and ability to perform the work.

### Notice Period

- A. The Employer shall give the union a minimum of three months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- B. The Employer shall provide to the affected employee(s), if any, who will be laid off with no less than three (3) months' written notice of layoff or pay in lieu thereof.
- C. The Employer shall meet with the Union within ten (10) working days of the notice at which time the Employer will advise the Union of its plans.
- D. The Employer and Union will continue to meet on an ongoing regular basis to minimize impact on service. The Employer shall discuss alternative options with the Union.

### 15.02 Redeployment Procedure

Note: The following procedure is not intended to circumvent the Job Posting provisions for any permanent vacancy

- A. In the event the Union and any employee(s) receive notification of layoffs, proposed layoffs, or elimination of position(s), the redeployment committee will be established within ten (10) working days of notice of layoff, proposed layoff, or elimination of any position.
- B. The Employer will identify vacant positions, or positions which will become vacant within the next twelve (12) months.
- C. The employer will fill any vacancies through the transfer list, in order of seniority.

- D. If there are no staff awaiting transfer to that location, the employer will post any vacancies subject to 14.01(F)
- E. Once the posting period has completed, the employer will select the successful candidate in accordance with 14.01 (G)
- F. Should there be no candidates who apply for the vacancy, the vacant positions will be offered via redeployment to all members who are or are known to be facing lay off in reverse order of seniority.
- G. Following the Redeployment Committee's review, notified employees will be provided with a list of vacant positions and the process to fill vacancies in accordance with this article.
- H. Where more than one employee is facing a layoff, in accordance with this provision, the affected employees shall be entitled to select from the available redeployment options in order of seniority.
- I. Employees will be offered redeployment options under this article if they hold the qualifications as outlined in the job description and are:
  - I. able to perform the required work or;
  - II. able to perform the required work with training subject to Article 15.08 (Retraining) and 15.07 (Ability of an Employee to Perform Work)
  - III. prepared to accept the position's:
    - a) Regular hours of work and
    - b) Work location.

**15.03 Redeployment Committee Mandate**

The mandate of the Committee shall be to:

- A. Identify and propose alternatives to layoff(s), or elimination of position(s).
- B. Identify work that could otherwise be Bargaining Unit work, but is being contracted outside the Bargaining Unit, by the Employer.
- C. The Employer shall provide the Committee with all pertinent staffing, work organization, and financial information.
- D. The Redeployment Committee shall be comprised of equal numbers of representatives each of the Agency and the Union. The number of representatives of the Union will be three (3).
- E. Each party shall appoint a Co-Chair to the Redeployment Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda for Committee meetings, preparing minutes, and writing such correspondence as the Committee may direct.

- F. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Agency at their regular rate as may be applicable.
- G. The Committee shall provide the Employer and the Union with recommendations.
- H. The Redeployment Committee, or where there is no consensus, the committee members, may propose alternatives to cutbacks in staffing to the Agency's Executive Director.

#### 15.04 Layoff

In the event a staff who was provided with notice in accordance with Article 15.01 has not secured a permanent position through the "Redeployment Procedure" may elect to:

- I. Accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks pay inclusive of obligations under the Employment Standards Act 2000.
- II. Be placed on a recall list for eighteen months from the date the actual layoff begins.  
or
- III. Provided the displaced employee:
  - a. has greater seniority and;
  - b. is able to perform the required work or; is able to perform the required work with minimal training subject to article 15.08 and;
  - c. is prepared to accept the position's regular hours of work.

Said employee may displace:

- i. The least senior employee within their identified group as per Letter of Understanding #11 *Similar Positions & Non-Similar Positions* if it applies, or the most junior employee within their seniority list as provided in Article 13, or

In the event that the least senior employee is in a designated position as listed in the "Designated Positions" chart produced by Human Resources and the displaced member does not meet the qualifications of the designation, the displaced member shall displace the next least senior employee within their seniority list that is not in a designated position or

- ii. If the impacted position falls within Group F *Non-Similar Positions* as per the Letter of Understanding # 11 *Similar Positions & Non-Similar Positions* the most junior employee within the affected position may displace the most junior employee within their seniority list as provided in Article 13 or,

- iii. A less senior employee in their home office/current geographical location within their seniority list as provided in Article 13 (In the event that the less senior employee is in a designated position and the displaced member does not meet the qualifications of the designation, the displaced member shall displace the next least senior employee within their seniority list that is not in a designated position) or,
- iv. In the event the impacted employee chooses not to displace another employee under i or ii above and is able to perform the required work with minimal training subject to article 15.08 (retraining), said employee may displace the least senior employee in the bargaining unit or a temporary or probationary employee. (In the event that the least senior employee is in a designated position and the displaced member does not meet the qualifications of the designation, the displaced member shall displace the next least senior employee within their seniority list that is not in a designated position.)

According to 13.05 (e), seniority shall be frozen in the event of a layoff.

Vacation and sick leave accrue based on actual time worked, therefore an employee on lay off shall not accrue vacation and sick leave while on lay off. Vacation and sick leave shall be prorated based on time worked.

#### 15.05 Recall

- A. Permanent employees shall be recalled in the order of their seniority as long as they have the qualifications and are able to perform the required work with training subject to Article 15.08 (Retraining) and they are prepared to accept the position's regular hours of work and work location.
- B. No new employee shall be hired until those permanent employees laid off have been given an opportunity of recall.
- C. The parties agree that a permanent employee is not recalled if performing temporary, contract or casual work under paragraphs 3.04, 3.06 and 3.10.

#### 15.06 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, the Employer and the Union will work to develop a plan to mitigate any negative impact for staff.

15.07 Ability of an Employee to Perform Work

Where the Employer and the Union determine that an employee could become capable of performing the functions of the position training will be provided pursuant to Article 15.08, Retraining.

15.08 Retraining

The parties recognize the desirability of providing training to incumbent employees who would require such training to be placed. "Retraining" for the purpose of the Article is defined as the provision of on-site instruction, mentoring or training for a period not exceeding 6 months; or external course work with a curriculum not exceeding a total duration of four (4) months. Consequently, the parties agree:

- A. Where employees are unable to perform the work required to fill vacant positions and could become capable of performing the functions of a vacant position within a period of retraining, the employee may exercise their option and retraining will be provided as mutually agreed.
- B. Training will be provided during the employee's regular working hours whenever possible. The employee shall not be paid for retraining in excess of their normal hours of work.
- C. The costs associated with retraining shall be borne by the Employer.
- D. The Employer and the Union will co-operate in order that employees who wish to be retrained can have their work schedules adjusted, where necessary, to enable them to participate in training.
- E. Where the Employer requires skills and is unable to provide in-house training in order that employees may achieve the said skills, the Employer shall pay the associated costs of the external training which may be required.

15.09 Wage Protection

Where a permanent employee is placed in accordance with the provisions of Article 15, in a position for which a lower wage rate is applicable, after having received notice under Article 15, such employee shall continue to receive the rate they were receiving prior to such placement for the eighteen (18) month period immediately following the effective date of their placement (the "Wage Protection Period"). Following the expiry of the eighteen (18) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned eighteen (18) month period.

15.10 Right to Return to Former Position

An employee who has been redeployed shall have the right to return to the position held prior to their redeployment, should the position become vacant during the eighteen (18) month period following placement in accordance with this Article. In the event there is more than one (1) person wishing to return, seniority shall govern.

15.11 The parties agree that an employee who accepts another position under Article 15 are not subject to the waiting periods described in Articles 14.03 & 14.04 (G) & (H).

ARTICLE 16 – APPROVED LEAVES OF ABSENCE

16.01 Personal Leave

While it is the exclusive prerogative of the Employer to grant a leave of absence, a permanent employee who has completed the Employee's probationary period, may apply for a leave of absence without pay and without benefits for personal reasons. A written request for such leave shall be made to the Director of Human Resources, stating reasons, at least, except in extenuating circumstances, three (3) months prior to the desired commencement date of the leave. If the leave is granted for a particular activity, the leave is conditional upon that activity being performed. If approved, said leave may not exceed twelve (12) months. Seniority, sick leave credits and vacation accumulation will be frozen but not lost during this leave.

Employees shall keep the employer apprised of their current contact information during this time and make themselves available for essential legal matters as required. If called into work during the leave, the employee will be reimbursed at their regular rate of pay for any hours worked.

16.02 Statutory Leaves of Absence

The Employer shall comply with the Employment Standards Act requirements for unpaid leaves of absence.

16.03 Bereavement Leave

- A. Leave of absence with pay for a death of a permanent or temporary employee's spouse or partner, child, step-child, sibling, parent, parent-in-law, sibling-in-law, child of employee's sibling, grandparent, grandchild, shall be granted by the Manager for up to five (5) Agency working days.
- B. A permanent or temporary employee may be granted leave of absence with pay for one (1) day at the discretion of the Supervisor where such leave is requested solely due to the death

of a person of significance not specified in clauses 16.02 a) and b) and such leave shall not be unreasonably denied.

- C. Up to 10 additional unpaid days will be granted on request as per the Employment Standards Act – Personal Leave.
- D. An employee shall not receive paid bereavement leave while on any other authorized leave of absence, pregnancy, parental or adoption leave, or absence due to illness or accident.

16.04 Union Leave

Operational requirements permitting leave of absence without pay may be granted upon request, to permanent employees elected to represent the Local Union at Union functions. Such leave shall not exceed a total of one hundred (100) days per year for the bargaining unit. No more than two (2) employees may be authorized to leave at any one time. Applications for such leave must be received by the Employer not less than one (1) week in advance of the date of commencement of the leave.

16.05 Jury and Witness Leave

The Employer shall grant leave of absence without loss of seniority and/or benefits to a permanent or temporary employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such a permanent or temporary employee the difference between to the employee's normal earnings and the payment the permanent or temporary employee received for jury service or court witness excluding payment for travelling, meals or other expenses. If discharged from jury duty for more than half of the work day, the employee is expected to return to work for the remainder of the work day. The permanent or temporary employee will present proof of service and amount of pay received. Time spent by a permanent or temporary employee required to serve as a Court Witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

16.06 Employment Insurance Eligible Leaves of Absence (Excluding Sick Leave)

- A. Employment-Insurance Eligible Leaves of absence shall be granted in accordance with the Employment Standards Act, R.S.O. 2000, as amended.
- B. While on an approved statutory leave of absence, an employee shall retain full employment status. Subject to Article 22 during the period of the leave, the Employer shall continue to pay the premiums for the applicable insurance as if the employee was still employed. Subject to the terms of this Agreement an employee on statutory leave shall continue to accumulate all applicable benefits under this Collective Agreement with the exception of vacation and sick leave credits.

- C. Pregnancy and Parental Leave as per the ESA; Compassionate Care Leave, Family Caregiver Benefit for Children Leave and Family Caregiver Benefit for Adults Leave;

The Employer shall pay a salary top-up to those employees who meet the qualifications for these types of leaves: Compassionate Care Leave, Family Caregiver Benefit for Children Leave and Family Caregiver Benefit for Adults Leave Pregnancy and Parental Leave as per the ESA;

At the commencement of the leave the Employee shall select either a 20% top up salary for a leave up to twelve (12) months or a 13.33% top up salary for a leave up to eighteen (18) months.

It is agreed and understood that for an Employee to be eligible for the Top-up as referenced in this agreement, an Employee:

- I. must have been an employee for a period of one (1) continuous year prior to their Leave commencing.
- II. will not earn vacation pay during the top up period.
- III. must sign and comply with the terms of a leave agreement that outlines the expected dates of the leave and the documentation that is required from the employee during the course of the leave.

An employee shall provide the Employer with at least 4 weeks' notice of their return to work date wherever possible. On return from such leave, the employee shall be placed in the employee's former position. If the former position no longer exists, the Employee shall be placed in an equivalent position.

- D. Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 16.06 shall be at the discretion of the Manager, and shall not involve any expense to the Employer, but shall result in no loss of seniority.

#### 16.07 Election Leave

Employees shall be allowed four (4) consecutive hours off without loss of pay immediately prior to the closing of polls in any Federal, Provincial, or Municipal election if the Employee's schedule prevents their ability to vote.

16.08 Citizenship Leave

An employee shall be allowed four (4) consecutive hours off without loss of pay for the purpose of attending their Canadian Citizenship ceremony.

16.09 Leave To Run For Elected Office

- a) The Employer recognizes the right of a permanent employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority so that a permanent employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) In the event a permanent employee is successful in a bid for public office, the Employer agrees to grant a leave of absence without pay or benefits or loss of seniority, that is, seniority shall be frozen for one (1) complete term of office or to a maximum of four (4) years. Further extensions may be granted at the discretion of the Employer.

16.10 Secondment

Organizations external to Simcoe Muskoka Child, Youth and Family Services may request the temporary use of a permanent employee for a uniquely created temporary position. Such use of a Simcoe Muskoka Child, Youth and Family Services employee would require mutual consent of the Employer and the employee. Either the Employer or the employee can initiate a request for a secondment.

a) General

General Secondments are positions made available to permanent employees of Simcoe Muskoka Child, Youth and Family Services which will be posted and applied for consistent with the provisions of the current Collective Agreement.

b) Special

Special secondments are positions made available to specific permanent employees by a request of an external organization, which would be exempt from the posting and application process outlined within the current Collective Agreement.

c) Special Secondment to work for Canadian Union of Public Employees (CUPE)

An employee who is appointed or elected to work for CUPE for a temporary period may be granted a secondment without loss of seniority, for a maximum of two years. The Employer shall continue payments of all salary and benefits, pension and invoice the Union for the duration of the secondment. Requests for special secondment to work for CUPE shall not be unreasonably denied.

Early Termination/Termination of Secondment

Employees who return from a secondment will be placed in a classification and salary not lower than that which the employee held prior to the secondment (subject to Article 13).

The Employer or employee may at any time terminate the secondment with thirty (30) days' notice and the incumbent will be placed in a classification and salary not lower than that which the employee held prior to the secondment (subject to the terms of the Collective Agreement). Secondment positions terminated unfinished will be considered ended.

All liabilities (overtime, vacation, etc.) related to the duties of the secondment position are the responsibility of the external organization.

16.11 Prepaid Leave Plan

- A. Any Permanent Full-Time employee having at least two (2) years seniority with the Employer may request participation in this plan which would permit the Employee to take a leave of up to twelve (12) months to be financed through a deferral of salary arrangement.
- B. The Employee shall request the leave of absence in writing to the Human Resources Senior Manager. The Employee shall advise of the time frame of the leave, including approximate start and end dates, at the time of the request. It is the exclusive right of the Employer to grant a leave of absence.
- C. The deferred money shall be held by the Employer with interest being calculated on the amount as set out in the Operating Procedures.
- D. Any benefits related to salary level shall be structured according to the salary the Employee would have received in the period prior to the leave, if the Employee had not been in the program.
- E. The Employer will maintain the Employee's coverage for life insurance, long term disability, extended health and dental coverage; subject to the approval of the provider, but the premium costs of all such plans shall be paid by the participant during the leave.
- F. At the commencement of the leave, the Employer shall pay the Employee the monies outstanding to the Employee's credit less any premiums or contributions deducted for the leave.
- G. Sick leave credits will neither accumulate nor be available to the employee during the leave period.
- H. On return from the leave the Employer will endeavor to ensure that the Employee will return to their same position in the unit from which they left. In determining the salary level applicable following the return, the period of the leave shall not qualify for salary increment purposes.

- I. The Executive Director or Designate may grant an Employee's request to withdraw from the plan in unusual or extenuating circumstances. In such cases a lump sum payment of the deferred monies plus the interest accumulated will be forwarded to the Employee within thirty (30) days.
- J. The Employer and the Employee will confirm the starting date for the leave six (6) months in advance of its commencement.
- K. Should the participant die while enrolled in the plan all monies and interest accumulated shall be paid to the employee's estate.
- L. The Employer shall deduct income tax based on the monies actually received by the Employee in the taxation year. The Employee's tax liability shall be in accordance with the Income Tax Act.

16.12 Authorized Absence Time

Each Employee is entitled to take Authorized Absence Time up to the equivalent of five (5) days with pay per year to attend to personal matters of an urgent or unforeseen nature where alternate arrangements are not possible or sufficient. Employees shall use only time that is required to attend to the matter for which they have requested the use of Authorized Absence Time. There will be no carry over of Authorized Absence Time from one year to the next.

Except in an emergency, medical and dental appointments shall be arranged on the Employee's time. Accrued overtime or lieu time arrangements may be used at the discretion of the Employee's Supervisor, to facilitate the scheduling.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of any specific working hours or working schedules nor as a guarantee of hours of work per day nor as to hours of work or of days of work per week.

17.02

- A. The regular work week shall consist of 35 hours per week, 7 hours per day, Monday through Friday, inclusive. The regular hours of work for permanent and temporary employees, with the exception of Employees who have agreed to work alternate terms and conditions, shall be from 8:30 to 4:30 with a one-hour daily lunch break.

Employees may choose to work additional hours during their week. These hours shall be documented and accumulated as flex time to be taken as mutually agreed time off. Requests for time off shall not be unreasonably denied.

Flex time can also be taken as a full day as per one of the options below.

Alternative Flex Schedule

Employees may request to work an ongoing alternative flexible schedule subject to the terms and conditions of Article 17.02 (c). Such requests shall be submitted to the supervisor for approval in advance and will be reviewed as needed at the request of either party.

The Alternative Flex day off may be rescheduled if required to maintain service levels, or at the request of the Employee and approval of the Supervisor.

If the Employer initiates the rescheduling of an Alternative Flex Day, all efforts will be made to have the mutually agreed day taken off prior to the next scheduled day off.

- B. For the 13 weeks beginning the Monday following June 15 each year, the regular work week shall consist of 30 hours per week, 6 hours per day, Monday through Friday, inclusive. The regular hours of work for permanent and temporary employees, with the exception of employees who have agreed to work alternate terms and conditions shall be from 9:00 am to 4:00 pm with a one-hour lunch break.

Flex time accumulated during this time shall be subject to Article 17.02 (c).

Statutory holidays and vacation days are the equivalent of 7 hours during the regular year and 6 hours during the 13-week summer period

- C. All Employees are expected to work flexible hours to meet the needs of clients and the organization. Employees may self-approve flex time up to fourteen (14) accumulated hours. Employees require supervisory approval in advance for flex time worked over fourteen (14) accumulated hours. Employees who have accumulated twenty-one (21) hours of flex time must submit a time off request to bring their bank down to a maximum of 14 hours at the time of the request to work additional flex time. Upon termination of employment, every effort shall be made to work with the employee to take accumulated flex time off prior to termination. Otherwise, remaining flex time shall be paid out at termination.

FOR CLARITY: It is understood that in accumulating flex time, employees shall not exceed 44 hours of worked time within a one-week period, such that it would trigger the payment of overtime in accordance with the Employment Standards Act, R.S.O. 2000. The calculation shall include any approved overtime hours as per Article 17.03.

- D. Employees in the Child and Youth Mental Health Program may be required to flex their work day up to two (2) days per week where the working day will end at 9:00 pm. Subject to change in service requirements, alternative arrangements may be made by mutual agreement between the employee and the manager.

17.03 Overtime

- A. Definition: Hours worked will be considered overtime only if approved as such in advance by the supervisor or done in an unplanned and emergency where approval is unable to be obtained. In order for the Employee to receive credit for overtime worked on an unplanned and emergency basis, without prior approval, said overtime must be reported to the Employee's supervisor within one (1) working day of its occurrence.

The Employer and the Union agree that it is preferable to work flexible hours wherever possible rather than accumulating overtime.

Employees, at their discretion, shall either be paid, or accumulate overtime as banked time, for all authorized overtime hours worked. Authorized overtime shall be paid or accumulated at the rate of time and one-half (1 ½). Unauthorized hours worked in excess of thirty-five (35) regular hours in a week; or thirty (30) regular hours in a week in the period of summer hours; shall be accumulated as flex time at the employees' regular rate to be taken off at a time mutually agreed between the employer and the employee.

- B.
- I. Staff Supported Homes Program Staff required to stay longer than their 8 hour shift by the Employer, shall be paid time and one half (1.5) for any additional hours worked for that shift.
  - II. All hours worked in excess of 44 hours in a week shall be paid at time and one half (1.5) their regular rate of pay. For the purposes of this calculation, a week shall commence each Sunday at 12:00 a.m.

17.04 All employees can request to have accumulated banked overtime paid out each pay. The employer will issue written instructions to staff to facilitate payment in a timely manner. Employees may choose to hold accumulated time to be used as time off at a later date up to a total of 35 hours. Requests for time off shall not be unreasonably denied. Banked time shall be paid out at the employee's current rate of pay.

17.05 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

17.06 Call back

- A. If any Employee is called back to the workplace by the Employer to complete unscheduled work after leaving the workplace for the day, the Employee shall be compensated at the rate of time and one half (1 ½) for a minimum of three (3) hours.
- B. If any Employee, except those working as part of an After-Hours rotation in their department, is required by the Employer to work on a Statutory Holiday, the Employee shall be compensated at the rate of time and one half (1 ½) for a minimum of four (4) hours.

17.07 Hours of Work and Overtime for Staff Model Home Program Staff

A.

- ii. Full Time Staff Supported Homes Program Staff will be scheduled by the Employer to work the following shifts unless the parties agree to an alternative schedule. The standard scheduled shift shall be 8 hours consisting of 7.5 hours of paid work with a 30 minute unpaid lunch. If employees are unable to leave or be free from duties for their lunch break it shall be paid at time and one half their regular rate of pay. Employees are entitled to two additional paid 15 minute breaks during their shift.
- iii. Part Time Staff Supported Homes Program Staff will normally be scheduled by the Employer to work the following shifts unless the parties agree to an alternative schedule. The standard scheduled shift shall be 8 hours consisting of 7.5 hours of paid work with a 30 minute unpaid lunch. If employees are unable to leave or be free from duties for their lunch break it shall be paid at time and one half their regular rate of pay. Employees are entitled to two additional paid 15 minute breaks during their shift. The Employer may schedule Part time staff to shift lengths between 8 hours and 4 hours to cover needs in the home.

B.

- i. Rotating shifts are permitted, so long as this is disclosed in any job posting or job advertisement There will be 11 hours free from work between the scheduled end of shift and the start of the next shift. When transitioning from Night to days there must be at least 24 hours between scheduled shifts. (The parties agree to meet and come to an agreement on additional scheduling rules to ensure hours of work are reasonable and in compliance with legislation.)
- ii. Each shift is required to have a Shift Lead who is responsible to organize the activities on that shift.
  - They will be the most senior employee scheduled for a regular 8 hour shift
  - They will receive a shift premium of \$2.00/hour

C.

- i. The normal scheduled hours of work per week for Full time staff shall be 37.5 hours.
- ii. The normal scheduled hours of work for Part- Time staff shall be a minimum of 15 hours up to a maximum of 22.5 hours per week. Part time staff may be scheduled additional hours for the winter school break, March break, July and August, upon agreement of the employee.
- iii. Staff Supported Homes Program Staff are permitted to exchange shifts, by mutual agreement between the staff members involved, subject to Supervisor approval. The

Employer will decline to approve voluntary shift exchanges if the exchange triggers an overtime entitlement to either staff member.

- iv. There shall be no split shifts scheduled by the Employer.

## ARTICLE 18 – EMERGENCY AFTER-HOURS SERVICE PROVISIONS

18.01 For the purposes of this Article, the following definitions apply:

- A. "On-Call" means a period of time that is not a regular working period and during which an employee keeps themselves available for immediate call to work.
- B. "After-Hours" means all hours not covered by regularly scheduled departmental staff.

The Employer shall ensure that "On-Call" shifts are distributed equitably among authorized employees.

18.02

- A. All employees, except for those identified in 18.03, who provide "On-Call" protection services "After-Hours" shall be compensated at an "On-Call" rate as follows:
  - I. \$45.45 per day for shifts 12 hours or less Monday to Friday
    - Rate effective Apr 1, 2024 \$47.27
    - Rate effective Apr 1, 2025 \$48.10
    - Rate effective Oct 1, 2025 \$48.70
    - Rate effective Apr 1, 2026 \$49.55
    - Rate effective Oct 1, 2026 \$50.17
  - II. \$60.60 per day for shifts more than 12 hours Monday to Friday
    - Rate effective Apr 1, 2024 \$63.02
    - Rate effective Apr 1, 2025 \$64.13
    - Rate effective Oct 1, 2025 \$64.93
    - Rate effective Apr 1, 2026 \$66.06
    - Rate effective Oct 1, 2026 \$66.89
  - III. \$101.00 per day for shifts on Saturday, Sunday or paid holidays.
    - Rate effective Apr 1, 2024 \$105.04
    - Rate effective Apr 1, 2025 \$106.88
    - Rate effective Oct 1, 2025 \$108.21
    - Rate effective Apr 1, 2026 \$110.10
    - Rate effective Oct 1, 2026 \$111.48

- B.
- i. Casual Employees who perform case work while "On-Call" shall be paid the wage rate set out in Schedule A per hour for actual hours worked.
  - ii. Permanent and Temporary employees who perform authorized child protection case work while "On-Call" shall be paid at their current rate of pay, or the wage rate set out in Schedule A whichever is greater for actual hours worked.
  - iii. Permanent and Temporary employees who perform on call work within their own role responsibilities shall be paid at their current rate of pay, unless otherwise identified in 18.03.
- C. An employee who performs case work while "On-Call", that cannot be deferred to the following day, and would result in the employee exceeding a total of forty-four (44) actual hours worked throughout their work week (Sunday to Saturday) shall, with the approval of the "After-Hours" Manager, be paid at time and one-half (1 ½) of the rate indicated in (c) above, for actual hours worked.

**18.03 Child and Youth Mental Health Worker "On-Call"**

With the prior approval of the manager, "On-Call" services may be activated and provided by Child Youth & Family Mental Health Therapists to their clients. This availability will be limited, however, to specific short period situations or times that will be negotiated as part of the service agreement between Child Youth & Family Mental Health Therapists and clients based on the client's need for additional support at that time.

The Child Youth & Family Mental Health Therapist will be compensated with two (2) hours of time in lieu for each day that "On-Call" is activated. In the event Child Youth & Family Mental Health Therapist is required to leave home to attend a client's needs, said worker shall be paid time and one-half (1 ½) for the time actually worked or shall be granted time off at time and one-half (1 ½) the hours actually worked, at the option of the employee.

## ARTICLE 19 - VACATIONS

- 19.01 Vacation credits for each permanent employee will be calculated from the start date of the current period of employment, subject to adjustment under the applicable clauses of Article 16 of this Agreement. Vacation leave is based on employer paid time worked and is prorated for unpaid absences including layoff.
- 19.02 Permanent Full-Time employees shall be entitled to the following:
- A. 1.667 days per month (twenty days per annum) from the start of employment until the Employee reaches their fifth (5<sup>th</sup>) anniversary.
  - B. One (1) additional day per annum added from the Employees fifth (5<sup>th</sup>) anniversary to a maximum of twenty-five (25) days per annum.
  - C. Former Muskoka employees hired as at Jan 1, 2017 will accrue Twenty-five (25) days annual vacation leave prorated at the rate of 2.08 days per month after five (5) years of continuous employment.
  - D. One (1) additional day per annum added from the Employees fifteenth (15<sup>th</sup>) anniversary until the Employee achieves a maximum of thirty (30) days per annum.
  - E. Upon an employee's 25<sup>th</sup> anniversary, they will be granted one (1) additional vacation day.
- 19.03 Permanent Part-Time employees shall receive a pro-rated vacation entitlement based on a F.T.E. percentage of the amount of entitlement of a Permanent, Full-Time employee.
- 19.04 Permanent, temporary and casual employees will not be eligible to take their vacation until after they have been employed by the Employer for a continuous six (6) month period, unless authorized by their immediate supervisor.
- 19.05 Vacations for permanent, temporary and casual employees shall be granted at times to be determined by mutual agreement between the Employer and the employee, which shall be consistent with the following criteria:
- A. seniority and;
  - B. the efficient operation of the agency and;
  - C. while ensuring a minimum of 60% coverage or;
  - D. alternative coverage as mutually agreed based on team coverage requirements.

The deadline for Vacation requests for:

- I. The winter school break shall be October 1st;

- II. March Break shall be December 15<sup>th</sup> of the prior year; and
- III. July and August shall be March 1<sup>st</sup>.

After the aforementioned deadlines, available time off shall be granted on a "first come, first granted" basis consistent with the criteria outlined above.

The Employer shall respond to all vacation requests within four (4) weeks of the aforementioned deadlines or within two (2) weeks for all other requests.

Requests for vacation time will not be unreasonably denied.

- 19.06 Upon completion of twelve (12) months of employment, an employee may be entitled to receive annual vacation in an unbroken period subject to Article 19.05. During the months of July and August, the unbroken period will be a maximum of four (4) weeks, or longer with the approval of the employer. Should an unbroken period of 4 weeks or longer be approved, the employee is expected to return for a minimum 2-week period of time before additional time off can be taken. Where circumstances are claimed by an employee in order to seek an exemption from all or part of the 2-week waiting period, the Employer shall review the circumstances in a fair and unbiased fashion in consideration of granting an exemption.

Annual vacation will be accumulated on a month by month basis from the date of a Permanent Full Time or Permanent Part Time Employee's employment. The maximum accrual allowed to be carried over beyond March 31<sup>st</sup>, shall be the vacation accrued by the Employee over a twelve (12) month period. By December 15<sup>th</sup>, employees will provide the employer with a plan to ensure their vacation is no greater than their annual allotment by March 31<sup>st</sup> of each year.

- 19.07 A paid holiday, as defined in clause 20.01, which falls within an employee's vacation period, shall not be considered a day of vacation.

- 19.08 In the event a permanent employee qualifies for:

- A. bereavement; or,
- B. sick leave as a result of injury or serious illness such that the employee would normally be unable to work for a period in excess of five (5) working days;

during their period of vacation, there shall be no deduction from the vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period if approved by the Employer or reinstated for use at a later date. An employee may be asked to provide medical documentation substantiating said injury or serious illness.

- 19.09 An employee who leaves the employ of the Employer, before becoming entitled to annual vacation leave, shall receive, in lieu thereof, the amount provided for under the Employment Standards Act.

19.10

- A. A permanent employee who leaves the employ of the Employer prior to utilizing all vacation days earned, shall be paid an amount equal to the salary earned in lieu of the accumulated vacation days.
- B. Subject to 29.05, in the event an employee leaves the employ of the employer prior to earning all of the vacation taken, said employee shall repay to the employer any amount of vacation taken and not earned.

19.11 No employee shall be required to work during their scheduled vacation period. However, should the employer require an employee to return to work during their scheduled vacation, and if they agree, shall be paid at time and one-half (1 ½) the regular rate of pay plus one (1) vacation day off for each day worked.

19.12 Temporary and eligible contract and casual employees shall receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 20 – PAID HOLIDAYS

20.01 Eligible permanent and temporary employees shall be entitled to the following paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Christmas Day
- December 26<sup>th</sup>

Each calendar year, Employees will be entitled to five (5) paid days off for the purpose of wellness or cultural/religious observance that are of significance to them (pro-rated for Part-Time employees).

These days may be taken at any time during the year they are earned and/or concluding no later than the 14<sup>th</sup> day of January of the following calendar year. Employees will make the request to

their immediate Supervisor for the proposed leave dates. No Request shall be unreasonably denied.

It is understood that Staff Supported Homes Program Staff may be scheduled to work on the days recognized as paid holidays. They shall be compensated at time and one half for all hours worked on any of the listed holidays in addition to holiday pay calculated as per the Employment Standards Act.

20.02

- A. Permanent employees receiving income via Long Term Disability or Workers' Compensation shall not qualify for pay for paid holidays while on such income replacement plans.
- B. No employee who is off work because of a leave of absence without pay or layoff shall be entitled to pay for a paid holiday.

20.03 Subject to 20.02, to be eligible for holiday pay, the employee must have worked the full scheduled working day immediately preceding such holiday and the full scheduled working day immediately following such holiday unless absent with permission of the Employer or because of illness.

20.04 In the event any of the above noted holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated as the paid holiday; or in lieu, any other day mutually agreeable between the Union and the Employer.

20.05 All Part-Time and Temporary employees' paid holidays will be pro-rated in accordance with hours worked. Permanent Part-Time employees shall receive pro-rated floating holidays and Wellness Days in accordance with the number of hours worked in a twelve (12) month period. All Permanent and Temporary Part-Time employees shall be paid for the paid holiday if they would normally be scheduled to work the day of the holiday. Permanent employees who leave the employ of the employer shall have their floating paid holidays and wellness/cultural/religious observance days pro-rated in accordance with the time worked for that year.

20.06 Eligible contract and casual employees shall receive public holidays in accordance with the Employment Standards Act.

## ARTICLE 21 – SICK LEAVE

### 21.01 Sick Days

An Employee who is unable to work because of illness or injury shall notify their immediate supervisor prior to the commencement of their normal working day, or prior to leaving work and shall advise the supervisor of the expected date of return to work.

21.02 Medical Certificate for Sick Days

After a period of three (3) consecutive scheduled days' absence, or an identified pattern of intermittent absence, the Employer may require a Medical Certificate from a qualified medical practitioner.

Medical certificates include the following information:

- A. The date seen by the physician and any dates for reassessment if required
- B. The general nature of the reason for absence
- C. Confirmation that a treatment plan is being followed (or if one is not required)
- D. The expected return to work date
- E. Any limitations or restrictions on the employee upon a return to work if required

The cost of the medical certificate will be covered by the Employer.

21.03 Short Term Disability Schedule of Benefits

Length of Time in Service		Short Term Sick Leave Income Security Benefit	
From	Up to	Percentage of Salary Paid	Period of Time
Date of Hire	3 months	100%	One (1) week
<b>Eligibility = 17 weeks total after 3 months employment, as follows</b>			
3 months	1 year	100% 75%	Two (2) weeks, then Fifteen (15) weeks
1 year	2 years	100% 75%	Four (4) weeks, then Thirteen (13) weeks
2 years	3 years	100% 75%	Eight (8) weeks, then Nine (9) weeks
3 years	4 years	100% 75%	Twelve (12) weeks, then Five (5) weeks
4 years	5 years	100% 75%	Sixteen (16) weeks, then One (1) week
5+ years		100%	Seventeen (17) weeks

Employees who are disabled as a result of accident or sickness will be paid a benefit in accordance with the following schedule. This coverage operates as a function of regular payroll:

It is the responsibility of the employee to notify the agency as soon as possible if unable to work due to illness or injury and their anticipated date of return to work.

21.04 Validation of Short-Term Disability Benefits and Requirements for Accommodation

The Employee shall provide the Employer or their designated representative with documentation from a qualified medical professional as requested to support a Medical Leave of Absence of longer than 5 consecutive days or a requirement for a medical accommodation in the workplace.

21.05 Reinstatement of Short-Term Disability Benefits

- A. Disabled Employees who return to work will have full benefits reinstated, if they are actually at work or;
- I. on pre-approved vacation or;
  - II. on a statutory Leave of Absence under the *Employment Standards Act*;
- for a period of twenty-five (25) working days.
- B. Disabled Employees with greater than 1 year of service with the Employer who return to work for less than twenty-five (25 days) will have benefits reinstated as follows:
- a) 100% for two (2) weeks, then;
  - b) 75% for fifteen (15) weeks;

Until they have worked for a period of twenty-five (25) working days.

21.06 Commencement of Benefit

The Benefit will begin from the first day of Disability. The Benefit will be reduced by any Workplace Safety and Insurance Board (WSIB) payments due to the Employee.

21.07 Cost

The Premium for this Benefit is one hundred percent (100%) borne by the Employer.

21.08 A permanent employee returning from sick leave or long-term disability may be required to produce a medical certificate certifying the employee's ability to return to work. Any cost resulting from this requirement will be covered by the Employer.

21.09 Casual employees do not receive sick leave benefits.

## ARTICLE 22 – HEALTH AND WELLNESS BENEFITS

22.01 The Employer shall pay the full premium cost for the following insurance for permanent full time and permanent part time employees after three (3) months of continuous service:

Temporary employees hired for assignments of six (6) consecutive months or more shall be eligible for benefits after three (3) months of continuous service. For clarity, should an assignment of less than six (6) months be extended beyond six (6) months, benefits shall apply as indicated above.

A. Mandatory Group Life Insurance Plan: Three (3) times employee's annual salary.

B. Extended Health Care Plan

- I. fifteen (15) dollar deductible single per year -- twenty-five (25) dollar deductible family per year (The annual deductible is applicable to all benefits except Drugs, Vision Care, Hospital in Canada, Travel Assistance Insurance, Out-of-Province Medical Referral, Medical Assistance and Convalescent Home and Residential and Long-Term Care Centre);
- II. The combined services of a licensed chiropractor, massage therapist, kinesiologist, ortho-therapist to a maximum of seven hundred fifty dollars (\$750) per person, per benefit year.
- III. The Counselling benefit shall be increased to six hundred dollars (\$600) coverage per benefit year.

C. Vision Care Plan: Five hundred (\$500) dollars every two (2) years to all employees and dependents.

D. The Employer agrees to pay the Ontario Dental Association (ODA) rates for the preceding year for the following plans:

- i) A basic dental plan with thirty (30) dollars deductible single per year – fifty-five (55) dollars deductible family per year;
- ii) A major restorative benefit with one thousand five hundred (\$1500) dollars maximum coverage and fifty (50) percent co-insurance;
- iii) An orthodontic provision with one thousand (\$1000) dollars maximum coverage and fifty (50) percent co-insurance.

E. All employees enrolled in health and dental benefits will have access to an electronic drug card for the purchase of prescriptions. Reimbursement for drugs shall be subject to a dispensing fee cap of eleven dollars (\$11.00) per prescription.

Said insurance shall be administered in accordance with the terms and conditions of the plan.

22.02 Health Care Spending Account and Personal Wellness Spending Account

- A. A Health Care Spending Account, with an annual deposit of one thousand three hundred and ninety-five dollars (\$1395.00) at the beginning of each fiscal year, will be provided subject to the following conditions:

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

- I. have a one-year roll-over consistent with CRA rules which may be accumulated in a health care 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 Employer's benefits administrator 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 C", in accordance with the Letter of Understanding # 10 *Personal Wellness Account Expenditures*.
- V. Employees shall have the option to divert up to 80% (one thousand, one hundred and sixteen dollars (\$1116) from their Health Care Spending Account annually to a Personal Wellness Spending Account for expenses not covered by other health benefit plans. Purchases made through this account shall be subject to CRA rules and requirements.

22.03

- A. The Employer shall provide a mandatory Long-Term Disability Plan to provide income replacement with the cost of premiums being paid by the employee. The benefit is based on gross monthly earnings and is a tiered plan that covers 66.67% of the first \$2250 and 52% for the remainder, rounded to the next dollar up to a maximum amount of \$3500.
- B. The Employer shall reimburse employees twenty-five (25) percent of the cost of the annual premium paid by Dec 15<sup>th</sup> of each year. This amount shall be subject to statutory deductions.

22.04 A benefit booklet outlining coverage in detail is available and shall be available to each employee.

22.05 It is agreed that the above benefit coverage is contingent on service eligibility. For greater clarity, the Employer will not be responsible for contributing towards premiums for benefits which the current carrier or carriers will not provide nor will it be responsible for providing such benefits.

22.06 The Employer shall cease paying insurance premiums as of the date of a layoff or an unpaid leave of absence, or a secondment.

22.07 Casual employees are not eligible for health insurance.

22.08

- A. The Employer agrees to arrange for coverage of all employees under the Workplace Safety and Insurance Act (WSIA).
- B. An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.
- C. If the employee's WSIB claim is denied, at any stage, and the employee is in receipt of sick leave benefits, the denial of such claim shall not act as a bar to the employee in continuing to claim sick benefits in accordance with the provisions of Article 21.

## ARTICLE 23 – PENSIONS

23.01 In accordance with the OMERS act, eligible employees will be enrolled and participate in the OMERS pension plan subject to the terms and conditions of the OMERS plan.

## ARTICLE 24 – INCLEMENT WEATHER AND TRAVEL

24.01 During the periods of inclement weather, safety of staff and clients shall be considered on an individual basis.

24.02 Prior to the start of their regular scheduled shift on any work day during inclement weather, if an employee deems traveling conditions unsafe, the employee shall notify the agency. The determination shall be based on radio reports, decisions based on school bus travel, and self-appraisal.

24.03 In situations where the offices remain open, but travel for a particular employee is deemed unsafe by the affected employee, it is expected that every effort will be made by the employee to travel in to work once the weather/road conditions have improved. Staff will be expected to be prepared to work from home if inclement weather is forecast. Any lost time will be taken by the employee as vacation, overtime, authorized absence or flex time.

24.04 If it is very clear to the Executive Director/designate that the office should not open in the a.m. due to serious weather/road conditions that information will be made available to all staff by the communications department via the agency website. Employees are to contact clients,

volunteers or other scheduled visitors to advise of the closure and make alternate arrangements. Employees are expected to work from home, when possible. Any lost time will be taken by the employee as vacation, overtime, authorized absence or flex time.

24.05 During the work day, if weather conditions deteriorate to the extent that travel conditions are deemed to be deteriorating, a decision may be made by the Executive Director/designate or local manager regarding early closure of the offices. Individual employees may request permission of their manager to leave early in these circumstances. Employees are to contact clients, volunteers or other scheduled visitors to advise of the closure and make alternate arrangements. Employees are expected to work from home, when possible. Any lost time will be taken by the employee as vacation, overtime, authorized absence or flex time. Coverage shall be provided in accordance with the organization's policies and procedures.

24.06 Staff Model Home Program Staff who are unable to attend for their scheduled shift due to inclement weather and travel, will take any lost time as vacation, overtime or authorized absence.

## ARTICLE 25 – ALLOWANCES

25.01 Employees who are required to use their vehicle to conduct agency business will be reimbursed at a rate calculated for the fiscal period each year at an amount equal to the average CRA tax exempt ceiling rate less two (0.02) per kilometer.

25.02 Upon presentation of proof, the employer shall reimburse an employee, who is required by the employer to obtain occasional business use insurance, up to one hundred fifty dollars (\$150.00) per year towards the increased premium cost.

25.03 Subject to the Employer's policy, an employee may be reimbursed with a meal allowance up to the following amounts inclusive of tax and tip:

Breakfast	\$15.00
Lunch	\$24.00
Dinner	\$35.00

For a full day of meal claims (i.e. breakfast, lunch and dinner), employees have the discretion of combining the meal rates to a maximum of \$74.00.

## ARTICLE 26 – CORRESPONDENCE AND BOARD MINUTES

26.01 The secretary of the Local shall receive a copy of all correspondence between the parties.

### 26.02 Board Minutes

Minutes of Board proceedings, which are available to the public, shall be posted electronically, once approved, in a location that is accessible to all employees.

## ARTICLE 27 – GENERAL CONDITIONS

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

27.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation invalidates any portion of this Agreement, the entire Agreement shall not be invalidated and the unaffected rights, privileges and obligations of the parties shall remain in existence.

27.03 In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure to the extent possible in all of the circumstances that the rights and privileges set out in this Agreement will be maintained.

27.04 On written request and with due notice, in the presence of the Executive Director or designate, each employee shall have access to their personnel and administrative records at any reasonable time during regular working hours for the purposes of reviewing information contained in the record. Confidential letters of reference and similar items will be excluded from this provision.

27.05 Employees will receive a copy of the Collective Agreement as soon as possible after signing of the Agreement. The parties agree to share equally in the cost of the printing of the Agreement.

27.06 An employee unable through injury, illness or advancing years to perform their normal duties shall be provided with alternate suitable employment where such work is available.

### 27.07 Workload Management

#### A. Distribution of Workload

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

The Employer and Employees undertake to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include, but will not be limited to the following:

- I. Assign cases based on equitable distribution of workload, service demands, operational needs of the Employer and Clients, including continuity of service, the individual skill level and experience of the worker, current workload and anticipated workload fluctuations.
- II. Participate in regularly scheduled and ongoing supervision.
- III. When possible, afford employees vacating positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
- IV. Review the distribution and volume of workload within each service team.
- V. The Employer will provide performance feedback through regular supervision and identify developmental objectives through the annual performance evaluation process. Employees will identify any performance-related barriers to their supervisor and mutually engage in planning to address these.
- VI. Vacancies will be filled as quickly as possible.
- VII. Supervisors shall be responsible for ensuring that there is coverage for required tasks during worker absences.
- VIII. Scheduling of time to complete documentation.
- IX. The supervisor shall initiate workload discussions with the employee during every supervision and document this.

In order to meet service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times within the time frames specified within the CYFSA, regulations, organizational expectations and Ministry standards.

The Supervisor shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed. Said opportunity shall not create prolonged or unreasonable workload increases for co-workers.

B. Joint Consultation Committee

- i. The Employer and the Union agree to review workload issues through the Joint Consultation Committee as provided in Article 9.06. The Senior Leadership Team will

provide a formal response within forty-five (45) working days to the Committee's workload recommendations.

- ii. The Employer shall forward to the Union on a monthly basis; case assignment statistics detailing each case carrying worker (based upon the Full-Time Equivalent (FTE) status of the position); probation status and the number of cases assigned by type (i.e. investigation/ongoing/children-in-care).

C. Workload Assessment Process

The Employer will endeavour to distribute cases such that, on average over a rolling 3-month period, the workload ranges below are not exceeded by an employee. Below are the range of active cases that trigger a workload review. "Active cases" are those that require ongoing casework and where a supervisory consultation to close the file has not occurred.

- i. Initial Assessment: 9-12 new investigations per month (16 maximum)
- ii. Ongoing: 16-19
- iii. Generic Protection Workers: 14-16
- iv. French Language Child Protection Worker (CPW) 10-13
- v. Child Youth Service Workers (CYSW): 15-17
- vi. Kinship Worker: 24-26 (each file is considered a case)
- vii. Foster Care Resource Worker: 22-25
- viii. Adoption Worker: 25-27
- ix. Child Youth and Family Mental Health Therapists: 22-25
- x. Service Planning Coordinator: 20-23

Caseload numbers for Part-Time workers will be pro-rated accordingly.

It is understood that employees cannot refuse to accept a case based on workload but may request a workload assessment.

Workload Assessment Process shall include a consideration of exceptional workload incurred through temporary coverage of another worker's caseload and/or identifying and initiating the necessary steps to minimize the likelihood that the individual worker's caseload number will exceed the caseload levels specified above.

The Supervisor shall review individual staff members' workload during each scheduled supervision. This shall involve any or all of the following considerations:

- a) number of cases before the court
- b) number of designated high-risk cases
- c) number of supervised access visits

- d) amount of required driving time
- e) linguistic skills
- f) team and/or unit coverage
- g) leaves of absence, including vacation and prolonged illnesses
- h) complexity of cases
- i) committee work/field instruction expectations
- j) introduction of new technology and systems
- k) coaching and mentoring new staff
- l) worker's attendance at training
- m) part-time education leave
- n) work pursuant to the Collective Agreement
- o) participation on the Peer Support Team
- p) additional administrative duties
- q) high profile cases

It is recognized that the Child, Youth and Family Mental Health Therapist's workload will be impacted depending upon the type of file being held. The Supervisors workload review of these files shall also involve the following considerations:

- i. Standardized tool score
- ii. Crisis – suicidality and self-harm is present and active

An individual worker may request that the Supervisor conduct an assessment of their workload when the worker's caseload is at or exceeds the caseload levels specified above for a period of 3 months and/or if they believe that the complexities of the casework are impacting their workload, even if the worker's caseload is not at the caseload range. If it is determined to be a caseload issue, the Employee and the Supervisor shall develop a written plan to bring the employees total cases within or below the applicable range indicated above. The plan will include specific tasks and time frames for the supervisor and employee. Changes or extensions to the plan may be agreed-upon by the supervisor and the employee.

If implementation of the written plan is not effective, the Supervisor and Employee shall forward the written plan to their Senior Manager and the CUPE representative for review. The Senior Manager will assist with resolution of the matter within 10 working days.

If the matter is not resolved within ten (10) working days, the Union may refer the request for assessment along with all related documentation to the Human Resources Senior Manager and Director of Services within five (5) working days. The Human Resources Senior Manager and Director of Services shall convene a meeting of all persons necessary to address the individual worker's request for a workload assessment within ten (10) working days of the filing of the issue.

The Human Resources Senior Manager and Director of Services shall have seven (7) working days from the date of such meeting to provide a written decision which shall include the necessary steps to ensure the individual worker's caseload number will not exceed the requisite level and/or how the claim of unmanageable workload will be addressed.

D. Dispute Resolution Process

Should the workload issues not be resolved after all steps have been exercised and plans have been implemented, the matter may be referred to step three of the grievance procedure as defined within Article 11 of the Collective Agreement for resolution.

Nothing in this Article precludes the Union from filing a group, or policy grievance.

27.08 Recruitment and Retention – Mobility of Employees in the Child Welfare Sector

Where an applicant from an Ontario Child Welfare Organization is successful in a job competition, service-based entitlements for wages and vacation shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

27.09 Damage to Personal Property

The Employer will compensate an employee for damage or loss of personal property in the event such property is damaged, destroyed or stolen while the employee is performing their regular duties, and as a direct result of the client's actions.

The employer shall compensate by providing the replacement cost of the personal property up to a maximum of \$300, provided that the employee reports the loss immediately upon becoming aware and is not being compensated for the loss through other avenues.

Where there is insurance that can be claimed, the employer shall only be responsible for the deductible up to a maximum of \$500. The employer shall advise the employee if a police report of the loss is to be filed and/or if multiple estimates of the cost to replace are required.

27.10 Professional Fees, Affiliations and Licenses

- A. The Employer shall pay 70% of the professional fees for an employee, who, as a condition of employment, is required to be a member of a professional association.
- B. There will be no requirement for a current member of the bargaining unit to become a member of a professional college unless required by legislation or Ministry Regulation or Directive.
- C. Where legislation requires current employees to become members of the College of Social Workers and Social Service Workers or the College of Psychotherapists, where not previously required, the Employer shall grant employees paid time off when required to write an examination to maintain certification with the college. If the employee is required to pay for the examination, the employer shall cover the cost.
- D. If a complaint is filed with the College by a client concerning an employee's conduct in the performance of the employee's duties conducted in good faith for the Employer, the Employer will provide legal counsel, if required, for the Employee in preparation for and at the hearing by the College in accordance with the Agency's Insurance coverage. This shall include both former and current employees who are dealing with a complaint as a result of duties performed on behalf of the employer.

27.11 Employee Protection

A. Legal Liability

The employer agrees to purchase insurance, where available, and to have employees named as insured for the following types of insurance:

- I. General liability
- II. Errors and Omissions
- III. Non-owned automobile
- IV. Criminal legal protection (up to and including a plea or guilty verdict)

The employer will be responsible for payment of any deductible.

B. Coroners Inquests

Should a coroner's inquest be called relating to an agency case (past or present) the employer will make available its legal support to any staff that are interviewed or called to give evidence.

C. Paid time

Any employee who is required to be absent from work due to legal matters noted in 27.11 (a) and 27.11 (b) shall have that time recorded as a paid leave of absence.

27.12 Technological Change

The Employer shall give the Union ninety (90) days advance notice of any planned technological change which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

In the event that the Employer should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, the Employer will provide the affected employees with the necessary skill training during working hours. If such training is not available during working hours, the employee will be allowed to record reasonable travel and course work time as overtime. The Employer shall pay for the cost of tuition and textbooks for any such required training or study course.

ARTICLE 28 – HEALTH AND SAFETY

28.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- A. Provide and maintain a safe and healthy workplace;
- B. Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- C. Comply with all duties and responsibilities under the Occupational Health and Safety Act, R.S.O. 1990, c O.1, as may be amended from time to time.

28.02 Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force; threats with or without weapons; severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace; stalking; personal harassment; psychological harassment; bullying or any other behavior that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur off-duty and at off-site workplace locations including the homes of clients.

28.03 Violence Policies and Procedures

- A. The Employer and the Union agree that the Employer has a Workplace Violence, Discrimination and Harassment policy and procedure which has been reviewed by a committee including union representatives. This policy/procedure includes a provision for the Joint Union/Employer Health and Safety Committee or Health and Safety

Representative to annually review and/or amend the effectiveness of anti-violence policies; and a reporting procedure to document incidents of workplace violence.

- B. The Employer and the Union agree that this policy and procedure shall be reviewed annually by representatives of the Union and the Employer. Revisions to the policy/procedures shall be made upon the mutual consent of the parties or as directed by legislation.
- C. The policies and procedures shall be part of the Employer's health and safety and copies shall be provided to each employee when revised. The annual review will include but not be limited to:
  - I. Provision of adequate information about the previous, actual or potential violent behavior towards employees.
  - II. Information about reporting procedures, investigation steps and measures and procedures to protect workers against risks of violence.

#### 28.04 Co-Teaming and Additional Supports

Worker safety plans may involve but is not limited to co-teaming with another staff member following supervisory consultation and approval in the following circumstances:

- a) during a removal
- b) where a removal is a known potential outcome of contact with a family
- c) during a visit with a family where the employee and/or employer of the Society reasonably believes that there is concern regarding a violent history towards workers and/or children.

When the plan involves co-teaming, a supervisor/manager will identify and direct another person to co-team with the employee.

Additional staff support may be assigned by a supervisor/manager, in consultation with their management team as support to the worker in specific situations where the Society has determined that providing service to a client poses a safety risk that may expose the worker to violence.

### ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES

- 29.01 The Employer shall pay salaries and wages every second (2<sup>nd</sup>) week in accordance with Schedule "A", (4% increase effective April 1, 2024), 1.75% increase effective April 1, 2025), 1.25% increase effective October 1, 2025, (1.75 increase effective April 1, 2026), (1.25% increase effective

October 1, 2026) attached hereto and forming part of this Agreement. On each pay day employee shall be provided an itemized statement of wages, overtime and other supplementary pay and deductions.

- 29.02 An employee will progress through the increment levels identified in Schedule "A" on the employee's anniversary date.
- 29.03 When an employee is promoted to a higher paying classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an increment level in their new classification which will provide an immediate increase over their previous salary rate.
- 29.04 In the event that an employee temporarily performs the principal duties of a higher paying position inside or outside the bargaining unit, they shall, if they perform such work for one (1) week or more, receive the salary of the higher rated position to a maximum of one hundred and ten percent (110%) of their current salary for the days in question.
- 29.05 In the event a permanent employee who has been granted more vacation or sick leave with pay than the employee has earned dies, or is not recalled from layoff within eighteen (18) months, said employee shall be deemed to have earned said vacation or sick leave granted to them.
- 29.06 The Employer shall pay the cost of an academic or technical course which the employee attends at the request of the Employer. Other courses would be as mutually agreed.


ARTICLE 30 – TERM OF AGREEMENT


30.01 This Agreement shall be binding and remain in effect from April 1, 2024 until March 31, 2027 and shall continue in full force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other party not more than ninety (90) days and not less than thirty (30) days before the date of its termination.

Approved, Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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Andrea Neuenhagen (2026-04-23 17:22:42 EDT)


  
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Tracy Johnson (2026-05-07 17:28:24 EDT)

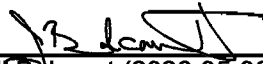
  
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Sarah Newgill (2026-04-29 21:01:46 EDT)

  
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Michelle Roberts (2026-04-24 12:40:26 EDT)

  
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Jil Belcourt (2026-05-06 10:19:18 EDT)

  
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Mireille Robert (2026-04-24 13:27:25 EDT)

  
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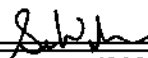
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Erin Blanchard (2026-05-06 16:31:25 EDT)

  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Schedule A – Wage Grid**

<b>April 1, 2024 - March 31, 2025 + 4%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Casual Student Admin	18.94					
Casual Admin Assistants	21.05	22.07	23.15	24.28	25.47	26.76
Family Contact Workers	25.86					
Staff Supported Home - Program Staff	27.98	29.25	30.58	31.98	33.44	34.98
Casual Unauthorized Child Protection Workers	40.57					
Casual Intake Assessors	33.51	34.94	36.42	37.99	39.63	41.35
Casual Authorized Child Protection Workers	44.60					
Property Technician	41,837	43,767	45,442	47,243	49,043	
Access Assist / Service Admin Assist / CAST Admin / File Disclosure / Reception / Team Support Admin	49,107	51,330	53,665	56,118	58,693	61,397
Youth In Transition Worker	55,345	58,102	61,001	63,627	66,390	69,538
Accounting Technician / Communication Coordinator / Family Support Worker / Intake Assessor / Legal Admin Assist / Network Technician / Youth Justice Coordinator	58,821	61,312	63,924	66,668	69,549	72,574
Team Leader - Family Support	60,647	63,216	65,908	68,738	71,709	74,828
CYMH Service Planning Coordinators	66,816	69,660	72,646	75,783	79,078	
Education Liaison/ Volunteer & Family Contact Coordinator / Youth Support Worker	63,543	66,721	70,055	73,559	77,236	81,099
CYMH Child & Family Therapist	70,680	73,688	76,848	80,167	83,652	
Adoption Worker / Child & Youth Services Worker / Family Finding Worker / Kinship Worker / Placement Worker / Resource & Placement Worker	70,909	74,296	77,850	81,584	85,504	90,055
Child Protection Worker - IA / Ongoing / Generic / Float	72,267	75,654	79,208	82,941	86,862	91,413
Team Leader	73,986	77,654	81,504	85,548	89,793	94,252

CUPE 5319 Collective Agreement Expiring March 31<sup>st</sup>, 2027

<b>April 1, 2025 - September 30, 2025 + 1.75%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Casual Student Admin	19.27					
Casual Admin Assistants	21.42	22.46	23.56	24.71	25.92	27.22
Family Contact Workers	26.32					
Staff Supported Home - Program Staff	28.47	29.76	31.11	32.54	34.03	35.60
Casual Unauthorized Child Protection Workers	41.28					
Casual Intake Assessors	34.10	35.55	37.06	38.66	40.32	42.07
Casual Authorized Child Protection Workers	45.38					
Property Technician	42,570	44,533	46,237	48,070	49,902	
Access Assist / Service Admin Assist / CAST Admin / File Disclosure / Reception / Team Support Admin	49,966	52,228	54,604	57,100	59,720	62,471
Youth In Transition Worker	56,314	59,119	62,068	64,741	67,552	70,755
Accounting Technician / Communication Coordinator / Family Support Worker / Intake Assessor / Legal Admin Assist / Network Technician / Youth Justice Coordinator	59,850	62,384	65,042	67,835	70,766	73,844
Team Leader - Family Support	61,709	64,322	67,062	69,940	72,963	76,137
CYMH Service Planning Coordinators	67,985	70,879	73,917	77,109	80,462	
Education Liaison/ Volunteer & Family Contact Coordinator / Youth Support Worker	64,655	67,888	71,281	74,846	78,588	82,518
CYMH Child & Family Therapist	71,917	74,977	78,193	81,570	85,116	
Adoption Worker / Child & Youth Services Worker / Family Finding Worker / Kinship Worker / Placement Worker / Resource & Placement Worker	72,150	75,596	79,212	83,011	87,000	91,631
Child Protection Worker - IA / Ongoing / Generic / Float	73,531	76,978	80,594	84,393	88,382	93,013
Team Leader	75,281	79,013	82,930	87,045	91,365	95,902

CUPE 5319 Collective Agreement Expiring March 31<sup>st</sup>, 2027

<b>October 1, 2025 - March 31, 2026 + 1.25%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Casual Student Admin	19.51					
Casual Admin Assistants	21.68	22.74	23.85	25.01	26.24	27.56
Family Contact Workers	26.64					
Staff Supported Home - Program Staff	28.83	30.13	31.50	32.94	34.45	36.04
Casual Unauthorized Child Protection Workers	41.79					
Casual Intake Assessors	34.52	35.99	37.52	39.14	40.83	42.60
Casual Authorized Child Protection Workers	45.94					
Property Technician	43,102	45,090	46,815	48,671	50,526	
Access Assist / Service Admin Assist / CAST Admin / File Disclosure / Reception / Team Support Admin	50,591	52,881	55,287	57,814	60,467	63,252
Youth In Transition Worker	57,018	59,858	62,844	65,550	68,396	71,639
Accounting Technician / Communication Coordinator / Family Support Worker / Intake Assessor / Legal Admin Assist / Network Technician / Youth Justice Coordinator	60,598	63,164	65,855	68,682	71,651	74,767
Team Leader - Family Support	62,480	65,126	67,900	70,815	73,875	77,089
CYMH Service Planning Coordinators	68,835	71,765	74,841	78,073	81,468	
Education Liaison/ Volunteer & Family Contact Coordinator / Youth Support Worker	65,463	68,737	72,172	75,781	79,570	83,549
CYMH Child & Family Therapist	72,816	75,915	79,170	82,589	86,180	
Adoption Worker / Child & Youth Services Worker / Family Finding Worker / Kinship Worker / Placement Worker / Resource & Placement Worker	73,052	76,541	80,203	84,049	88,088	92,777
Child Protection Worker - IA / Ongoing / Generic / Float	74,450	77,940	81,601	85,448	89,487	94,176
Team Leader	76,222	80,000	83,967	88,133	92,507	97,101

CUPE 5319 Collective Agreement Expiring March 31<sup>st</sup>, 2027

<b>April 1, 2026 - September 30, 2026 + 1.75%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Casual Student Admin	19.85					
Casual Admin Assistants	22.06	23.14	24.27	25.45	26.70	28.05
Family Contact Workers	27.11					
Staff Supported Home - Program Staff	29.33	30.66	32.05	33.52	35.06	36.67
Casual Unauthorized Child Protection Workers	42.52					
Casual Intake Assessors	35.13	36.62	38.18	39.83	41.54	43.34
Casual Authorized Child Protection Workers	46.75					
Property Technician	43,856	45,879	47,634	49,522	51,410	
Access Assist / Service Admin Assist / CAST Admin / File Disclosure / Reception / Team Support Admin	51,476	53,806	56,254	58,825	61,525	64,359
Youth In Transition Worker	58,016	60,906	63,944	66,697	69,593	72,893
Accounting Technician / Communication Coordinator / Family Support Worker / Intake Assessor / Legal Admin Assist / Network Technician / Youth Justice Coordinator	61,659	64,270	67,008	69,884	72,904	76,076
Team Leader - Family Support	63,574	66,266	69,088	72,054	75,168	78,438
CYMH Service Planning Coordinators	70,040	73,021	76,151	79,439	82,893	
Education Liaison/ Volunteer & Family Contact Coordinator / Youth Support Worker	66,609	69,940	73,435	77,108	80,963	85,011
CYMH Child & Family Therapist	74,090	77,243	80,556	84,035	87,688	
Adoption Worker / Child & Youth Services Worker / Family Finding Worker / Kinship Worker / Placement Worker / Resource & Placement Worker	74,330	77,880	81,606	85,520	89,629	94,400
Child Protection Worker - IA / Ongoing / Generic / Float	75,753	79,304	83,029	86,943	91,053	95,824
Team Leader	77,556	81,400	85,436	89,675	94,126	98,800

CUPE 5319 Collective Agreement Expiring March 31<sup>st</sup>, 2027

<b>October 1, 2026 - March 31, 2027 + 1.25%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Casual Student Admin	20.10					
Casual Admin Assistants	22.34	23.43	24.57	25.77	27.04	28.40
Family Contact Workers	27.45					
Staff Supported Home - Program Staff	29.70	31.04	32.45	33.94	35.50	37.13
Casual Unauthorized Child Protection Workers	43.06					
Casual Intake Assessors	35.57	37.08	38.66	40.32	42.06	43.88
Casual Authorized Child Protection Workers	47.33					
Property Technician	44,404	46,452	48,229	50,141	52,052	
Access Assist / Service Admin Assist / CAST Admin / File Disclosure / Reception / Team Support Admin	52,119	54,479	56,958	59,561	62,294	65,163
Youth In Transition Worker	58,741	61,667	64,743	67,531	70,463	73,804
Accounting Technician / Communication Coordinator / Family Support Worker / Intake Assessor / Legal Admin Assist / Network Technician / Youth Justice Coordinator	62,430	65,073	67,845	70,758	73,816	77,027
Team Leader - Family Support	64,368	67,094	69,952	72,955	76,108	79,418
CYMH Service Planning Coordinators	70,915	73,934	77,102	80,432	83,930	
Education Liaison/ Volunteer & Family Contact Coordinator / Youth Support Worker	67,441	70,814	74,353	78,071	81,975	86,074
CYMH Child & Family Therapist	75,016	78,209	81,563	85,085	88,785	
Adoption Worker / Child & Youth Services Worker / Family Finding Worker / Kinship Worker / Placement Worker / Resource & Placement Worker	75,259	78,854	82,626	86,589	90,750	95,580
Child Protection Worker - IA / Ongoing / Generic / Float	76,700	80,295	84,067	88,030	92,191	97,021
Team Leader	78,525	82,418	86,504	90,796	95,302	100,035

**Schedule B - Seniority List Reference**

<b>Job Title</b>	<b>Classification</b>
Accounting Technician	Support
Adoption Worker	Direct Service A
Adoption Worker - Bilingual	Direct Service A
Communications and Community Relations Coordinator – Fund Devel	Support
Communications and Community Relations Coordinator – Bilingual	Support
Child & Youth Service Worker	Direct Service A
Child & Youth Service Worker - ABR	Direct Service A
Child & Youth Service Worker – Bilingual	Direct Service A
Child Protection Worker - Generic	Direct Service A
Child Protection Worker - Generic Bilingual	Direct Service A
Child Protection Worker - Initial Assessment	Direct Service A
Child Protection Worker - Initial Assessment - Bilingual	Direct Service A
Child Protection Worker – On Going Service	Direct Service A
CPIN CAST Administrative Assistant	Support
CPIN CAST Administrative Assistant - Bilingual	Support
CYMH - Child & Family Therapist	Direct Service A
CYMH - Child & Family Therapist - Bilingual	Direct Service A
CYMH - Intake Assessor Brief Clinic – Bilingual	Direct Service B
CYMH - Service Planning Coordinator	Direct Service B
CYMH – Service Planning Coordinator – Bilingual	Direct Service B
Drive Assists	Support
Education Liaison – Bilingual	Direct Service B
Family Finding Service Worker	Direct Service A
Family Finding Service Worker – Bilingual	Direct Service A
Family Support Worker	Direct Service B
Family Support Worker - Bilingual	Direct Service B
Family Support Team Lead	Direct Service B
File Management & Disclosure Clerk	Support
File Management & Disclosure Clerk – Bilingual	Support
Intake Assessor	Direct Service B
Intake Assessor - Bilingual	Direct Service B
Kinship Services Worker	Direct Service A
Kinship Services Worker - Bilingual	Direct Service A
Legal Administrative Assistant	Support
Legal Administrative Assistant – Bilingual	Support
Network Administrator/Technician	Support

Property Technician	Support
Receptionist - Bilingual	Support
Resource Worker	Direct Service A
Resource & Recruiter Worker - Bilingual	Direct Service A
Service Administrative Assistant	Support
Service Administrative Assistant – Bilingual	Support
Service Administrative Assistant – Adoption - Bilingual	Support
Service Team Leader - Bilingual	Direct Service A
Staff Supported Home – Program Staff	Direct Service B
Staff Supported Home – Program Staff – Bilingual	Direct Service B
Team Support Admin	Support
Team Support Admin – Bilingual	Support
Volunteer & Family Contact Services Coordinator	Support
Youth in Transition Worker – Bilingual	Direct Service B
Youth Justice Coordinator	Direct Service B
Youth Support Worker	Direct Service B
Youth Support Worker - Bilingual	Direct Service B

## **Schedule C – Eligibility listing for HCSA & PSA**

\*Please refer to your on-line Greenshield account for the most up to date eligibility listing  
www.greenshield.ca

### **ELIGIBLE EXPENSES FOR HCSA**

Green Shield Canada has compiled the list below of common eligible expenses for Health Care Spending Account (HCSA). This list is based on Canada Revenue Agency (CRA) guidelines and may not be complete. Please visit the CRA website for a full list of eligible expenses. <b>BENEFIT DESCRIPTION</b>	<b>Prescription Required</b>
<b>Acoustic coupler</b> – a device used to assist a deaf person to communicate via telephone	X
<b>Air conditioner</b> – (50%) up to a maximum of \$1,000 of the total paid amount for a person with a severe chronic ailment, disease or disorder	X
<b>Air filter, cleaner or purifier</b> – for persons to cope with or overcome a severe chronic respiratory ailment or a severe chronic immune system disorder	X
<b>Alcohol and drug treatment centre expenses</b> – includes facility, lodging and program costs (for both public and private facilities)	X
<b>Altered auditory feedback devices</b> – for the treatment of a speech disorder	X
<b>Attendant Care Expenses</b> – can be provided in the home, a retirement home, nursing home or in a group home. The attendant cannot be the spouse or common-law partner. Respite care expenses are eligible. Eligible Expenses: food preparation, housekeeping, laundry services, health care workers (RN/RPN/PSW). Ineligible Expenses: rent, food, cleaning supplies, other operating costs such as support/maintenance staff. A letter from a medical practitioner is required certifying that the person is likely to continue to be dependent on others for their personal needs and care for the long-term and needs a full-time attendant because of impairment in physical or mental functions.	X
<b>Audible signal devices</b> including large bells, loud ringing bells, and single stroke bells, vibrating bells, horns and visible signals	X
<b>Baby breathing monitor</b> – a device designed to be attached to an infant to sound an alarm if the infant stops breathing. A medical practitioner must certify in writing that the infant is prone to sudden infant death syndrome (SIDS).	X
<b>Bathroom aids</b> to assist a person getting in to, or out of, a bathtub/shower or to get on or off a toilet	X
<b>Bernstein and similar weight loss clinics</b> – all services are eligible (including physician fees and injections) if the invoice is signed by a physician.	X
<b>Bliss symbol boards</b> or similar devices used by a person who has a speech impairment to help the person communicate by selecting the symbols or spelling out words	X
<b>Blood transfusion fees</b>	X

<b>Bone growth/osteogenesis stimulator (bone conduction receiver)</b>	X
<b>Botox injections</b> – only when the services are necessary for medical or reconstructive purposes	X
<b>Braces for a limb</b>	X
<b>Braille note-takers</b> – used by a person who is blind to allow that person to take notes (that can be read back to them, printed, or displayed in braille) with the help of a keyboard	X
<b>Braille printers</b> – designed exclusively to be used by a person who is blind to operate a computer	X
<b>Breast prosthesis</b> – is needed because of a mastectomy	X
<b>Cancer treatment</b> – for expenses incurred in or outside Canada, provided by a medical practitioner or public or licensed private hospital (includes fees for an overnight stay and meals for the patient while in treatment)	
<b>Catheter supplies</b> – catheters, catheter trays, tubing, or other products required for incontinence caused by illness, injury, or affliction	X
<b>Child care</b> – if the child has a specific disability and the facility is geared to treat that disability. See: “ <b>School for persons with impairments in physical or mental functions</b> ” for more information.	X
<b>Circumcision</b> - the cost to a medical doctor to perform the procedure	X
<b>Clip-on</b> for prescription glasses – must be dispensed by an optician, optometrist, ophthalmologist or a medical doctor	
<b>Cochlear implants</b>	
<b>Colostomy / ileostomy/ ostomy items</b> – including pads, pouches and adhesives.	
<b>Computer peripherals</b> – designed exclusively to be used by a blind person in the operation of a computer	X
<b>Contact lenses, prescription</b>	
<b>Crutches</b>	X
<b>Deaf-blind intervening services</b> – used by a person who is both blind and profoundly deaf. Amount must be paid to someone in the business of providing such services	X
<b>Dental services</b> performed in a dental office (including denturists, hygienists and other dental specialists) that are not purely for cosmetic reasons (e.g., in office or at home teeth whitening and bleach kits)	
<b>Devices or software</b> – designed to be used by a blind person or a person with a severe learning disability to enable them to read print	X
<b>Diabetic supplies</b> – including blood glucose monitor, glucose watch, batteries and lancets	X
<b>Diagnostic tests</b> – the cost of medical tests such as cardiographs, electrocardiograms, x-rays, ultrasounds, MRI, and CT scans (including the cost of any related interpretation or diagnosis). Deluxe or elective tests are eligible.	
<b>Diapers or disposable briefs</b> – for a person who is incontinent due to an illness, injury, or affliction	X
<b>Driveway access</b> – reasonable amounts paid to alter the driveway of the main residence of a person who has a severe and prolonged mobility impairment, to facilitate access to a bus	X
<b>Drugs</b> – to be eligible for HCSA, the drug claim must be: (i) prescribed by a medical practitioner <b>AND</b> (ii) recorded by a pharmacist <b>This means that it has to be filled at the pharmacy from a prescription just like any other drug claim.</b> Includes naturopathic remedies if prescribed by a physician and/or in BC only – by a naturopath.	X

<b>Drugs dispensed by a physician</b> – only if administered as part of a medical treatment	X
<b>Drugs purchased outside of Canada</b> – for drugs that are purchased out of the country, please note that the medication must be approved in Canada to be eligible	X
<b>Elastic support hose</b> – designed exclusively to relieve swelling caused by chronic lymphedema	X
<b>Electrolysis</b> – expenses for purely cosmetic procedures are not eligible	
<b>Electronic bone healing device</b>	X
<b>Electronic speech synthesizers</b> – that enable a person who is unable to speak to communicate using a portable keyboard	X
<b>Electrotherapy devices</b> – for the treatment of a medical condition or a severe mobility issue	X
<b>Endovenous laser treatment</b>	X
<b>Environment control system (computerized or electronic)</b> including the basic computer system used by a person with a severe and prolonged mobility impairment	X
<b>Extremity pump</b> – for a person diagnosed with chronic lymphedema	X
<b>Eye exam and diagnostic tests</b> – including contact lens exams	X
<b>Eye patch</b>	X
<b>Eyeglasses, prescription</b> – including goggles used for sports	
<b>Fertility treatments</b> – in vitro fertilization program, paid to a medical practitioner or a public or licensed private hospital, not including donations to a sperm bank. Includes artificial insemination fees.	
<b>Furnace</b> – the amount paid for an electric or sealed combustion furnace to replace a furnace that is neither of these, where the replacement is necessary because of a person's severe chronic respiratory ailment or immune system disorder	X
<b>Gluten-free products for persons diagnosed with celiac disease</b> – only the incremental costs associated with the purchase of gluten-free products are eligible. The incremental cost is the difference between the costs of a gluten-free food compared to the cost of a similar non-gluten free product. A receipt for each purchase is required. It is the responsibility of the plan member to calculate and provide all information. This does not include organic foods.	X
<b>Hearing aids or personal assistive listening devices</b> including repairs and batteries (includes FM Systems and Bi-Cross Aids)	
<b>Heart monitoring devices</b> – including repairs and batteries	X
<b>Hospital bed</b> – manual or electric hospital beds including prescribed attachments	X
<b>Hospitals</b> – public or private, all room types	
<b>Infusion pump</b> – including disposable supplies used in the treatment of diabetes	X
<b>Installation charges</b> – expenses incurred as the result of installing medically necessary equipment (stair/chair lifts, grab bars, etc.)	
<b>Iron lung</b> – a portable chest respirator that performs the same function and a continuous positive airway pressure machine. Includes repairs.	X
<b>Kidney machine (for dialysis)</b> – the cost of the machine and the following associated expenses are eligible: repairs, maintenance, supplies, necessary renovations required for the installation (hospital official to verify the necessity in writing) and fees to transport the supplies	

<b>Laboratory tests</b> – the cost of medical tests such as blood tests, metabolism tests, spinal fluid tests, stool examinations, sugar content tests, urine analysis. Also the cost of any related interpretation or diagnosis. This includes deluxe/elective tests. The Hemocode test is eligible with a prescription from a Physician.	
<b>Large print-on-screen devices</b> – designed exclusively to be used by a blind person in the operation of a computer	X
<b>Laryngeal speaking aids</b>	X
<b>Laser eye surgery</b>	
<b>Lift or transportation equipment</b> (power-operated) designed exclusively for use by a person with an impairment to allow them to access different areas of a building, enter or leave a vehicle, or place a wheelchair on, or in, a vehicle	X
<b>MedicAlert Jewelry</b>	X
<b>Medical items</b> – all items that are medically necessary (not purely for convenience or cosmetic purposes only) are eligible under a HCSA with a prescription from a physician, including items that may not be eligible under your employer-sponsored benefit plan. Medical items used solely for sports or recreation purposes are not eligible.	X
<b>Medical marijuana</b> - amount paid to Health Canada or a designated producer for a person authorized under the Marijuana Medical Access Regulations to possess or use the drug for medical purposes	X
<b>Moving expenses</b> – reasonable moving expenses (that have not been claimed as moving expenses on anyone's income tax and benefit return) to move a person who has a severe and prolonged mobility impairment, or who lacks normal physical development, to housing that is more accessible to the person or in which the person is more mobile or functional, to a limit of \$2,000 (for residents of Ontario, the provincial limit is \$2,601).	X
<b>Note-taking services</b> – used by a person with impairment in physical or mental functions and paid to someone in the business of providing such services. A medical practitioner must certify in writing that these services are necessary.	X
<b>Nurse</b> – registered nurse (RN), registered nursing assistant (RNA), licensed or registered practical nurse (LPN/RPN), personal support worker (PSW)	X
<b>Nursing home</b> – includes group homes	
<b>Optical scanners</b> or similar devices designed for use by a person who is blind to enable them to read print	X
<b>Optometrist services</b>	
<b>Organ transplant expenses</b> – reasonable amounts paid to locate a compatible donor, to arrange the transplant including legal fees and insurance premiums, and reasonable travelling costs including board and lodging for the patient, the donor, and their respective attendants	
<b>Orthopedic shoes / boots</b> – sandals are not eligible	X
<b>Osteogenesis stimulator</b> – (inductive coupling) for treating non-union of fractures or aiding in bone fusion	X
<b>OTC (over-the-counter) drugs</b> – includes insulin or substitutes, shampoo, vitamin B12 and liver extract injections for pernicious anemia. Does not include pre-packaged or pre-manufactured nicotine products such as patches, gums, etc. Must be prescribed by a physician and filled at a pharmacy.	X
<b>Out of Canada medical services</b> – amounts paid to a medical practitioner and a public or licensed private hospital if you travel outside Canada to obtain medical services	
<b>Pacemaker</b>	X

<b>Page-turner devices</b> – to help a person turn pages of a book or other document when they have a severe and prolonged impairment that restricts the person's ability to use their arms or hands	X
<b>Phototherapy equipment – for the treatment of psoriasis or other skin disorders. You can claim the amount paid to buy, operate, and maintain this equipment. A SAD light or lamp to treat Seasonal Affective Disorder is not eligible.</b>	X
<b>Physician fees/charges for medical services</b> – charges for all medical procedures ( <b>except</b> cosmetic procedures). Includes: circumcision, vasectomy/vasectomy reversal/operating room fees. Physician fees for private clinics (if all procedures provided within the total fee are eligible). The amount paid to a medical practitioner for completing medically necessary forms or documentation is also eligible.	
<b>Plano Sunglasses</b>	X
<b>Premiums</b> paid to private health services plans including medical, dental, emergency travel medical and hospitalization plans (health and dental plans only)	
<b>Pressure pulse therapy devices</b> – for the treatment of a balance disorder	X
<b>Professional therapists</b> – health care /medical practitioner services provided by qualified health care professionals such as physiotherapists, chiropractors, registered massage therapists, etc.	
<b>Prosthetic devices</b> – artificial eyes, ears, noses and limbs. Also includes fees for related repairs, modifications and supplies	
<b>Reading services</b> – provided to a person who is blind or has a severe learning disability and paid to someone in the business of providing such services	X
<b>Real-time captioning</b> – used by a person with a speech or hearing impairment and paid to someone in the business of providing such services	X
<b>Rehabilitative therapy</b> – including lip reading and sign language training for the adjustment to a person's loss of hearing or speech	
<b>Renovation or construction expenses</b> – amounts paid to make changes to give a person who has a severe and prolonged mobility impairment or who lacks normal physical development, access to (or greater mobility or functioning within) the dwelling. This includes driveway, ramp, and lift expenses. A breakdown of costs is required.	
<b>Repairs</b> to eligible HCSA benefits	X
<b>Respite care</b> – includes a short stay in a long term care facility, group home or hospital	
<b>School for persons with impairments in physical or mental functions</b> – a medical practitioner must certify in writing that the equipment, facilities or personnel specially provided by that school are required because of the person's physical or mental impairment	X
<b>Scooter</b> – the amount paid for a scooter that is used in place of a wheelchair	X
<b>Service animals</b> – the cost of a specially trained animal to assist a person who is blind, profoundly deaf, has a severe and prolonged physical impairment that markedly restricts the use of their arms or legs, or who is severely affected by autism or epilepsy. In addition to the cost of the animal, the cost of the care and maintenance of the animal is an eligible expense.	
<b>Sign-language interpretation services</b> – used by a person with a speech or hearing impairment and paid to someone in the business of providing such services	
<b>Spinal brace</b>	X
<b>Stair lift</b> - a power-operated guided chair to be used in a stairway (including installation charges)	X
<b>Standing devices</b> – for standing therapy in the treatment of severe and prolonged mobility impairment	X
<b>Talking textbooks</b> – in connection with enrolment in an educational institution in Canada or a designated educational institution for a person who has a perceptual disability	X

<b>Teletypewriters (TTY) or similar devices that enable a person who is deaf or unable to speak to make and receive phone calls</b>	X
<b>Television closed caption decoders – for a person who is deaf</b>	X
<b>Tinting prescription glasses – eligible only when medically necessary</b>	
<b>Training</b> - the amount paid for a plan member or a relative to learn to care for a relative who has impairment in physical or mental functions and is a dependent of the plan member. The amount has to be paid to someone who is not the spouse or common-law partner and who was 18 years of age or older when the amounts were paid.	X
<b>Travel expenses</b> – if travelling 40-79 km (one way) to obtain medical services, includes reimbursement of public transportation expenses (cab, bus, train). Vehicle expenses is eligible if public transportation is not available. If travelling more than 80km (one-way) from your residence, includes the cost of accommodation, meals, parking, and transportation expenses.	X
<b>Truss</b> – for use for individuals with a hernia	X
<b>Tutoring</b> – used by, and which are supplementary to the primary education of, a person with a learning disability or impairment in mental functions, and paid to someone in the business of providing such services that is not related to the person being tutored	X
<b>Vaccines</b> – includes vaccines received at travel clinics or a doctor's office	X
<b>Vehicle modifications</b> – to permit a person confined to a wheelchair (or those with physical impairment) to gain independent access to and or drive the vehicle	X
<b>Vehicle purchase</b> – 20% of the amount paid for a van that has been previously adapted, or is adapted within six months of the date of purchase (minus the cost of adapting the van) to transport a person who needs to use a wheelchair, to a limit of \$5,000 (for residents of Ontario, the provincial limit is \$6,503)	X
<b>Visual or vibratory signaling device</b> – for a person with a hearing impairment	X
<b>Voice recognition software</b> – used by a person who has impairment in physical functions. A medical practitioner must certify in writing that the expense is necessary because of that impairment.	X
<b>Volume control feature</b> – used by a person who has a hearing impairment	X
<b>Walking aids</b> – designed exclusively to assist a person who has a mobility impairment to walk	X
<b>Water filter, cleaner or purifier</b> – for use by an individual who is suffering from severe chronic respiratory ailment or severe chronic immune system dysregulation to cope with or overcome ailment or dysregulation	X
<b>Wheelchairs and wheelchair carriers</b> – includes charges for a rental/repair/modification and supplies	X
<b>Whirlpool bath treatments</b> - The amount paid to a medical practitioner. A hot tub that you install in your home, even if prescribed by a medical practitioner, is <b>not</b> eligible.	X
<b>Wigs</b> – amount paid for a person who has suffered abnormal hair loss due to a disease, accident, or medical treatment	X

<b>NOT ELIGIBLE FOR HCSA</b>
<b>3D ultrasound</b>
<b>Adoption fees</b>
<b>Circulation booster device</b>
<b>Cleaning cloths for prescription glasses / glass case</b>
<b>Contact lens solution</b>
<b>Correologist</b>
<b>Cosmetic procedures</b> – expenses for purely cosmetic procedures cannot be claimed as medical expenses. Both surgical and non-surgical procedures purely aimed at enhancing one's appearance are not eligible. Some examples: liposuction, hair replacement procedures, botox injections, mole/wart removal and teeth whitening. An expense, including those identified above, may qualify as a medical expense if it is <b>necessary for medical or reconstructive purposes, such as surgery to address a deformity related to a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease.</b>
<b>Daycare and babysitting services</b>
<b>Dental services or products</b> that are purely for cosmetic reasons (e.g., in office/at home teeth whitening and bleach kits)
<b>Diaper services</b>
<b>Ear popper device</b>
<b>Electric toothbrush / flosser / waterpik</b>
<b>Exercise equipment (e.g. treadmill)</b>
<b>Fitness programs</b> – expenses for gym memberships, exercise classes and exercise equipment
<b>Furniture</b> – home or office equipment (even if ergonomic) including beds, chairs, mattresses, etc. unless they have a specific medical function (e.g. decubitis, hospital type, geriatric). Orthopedic, Craftmatic, Lazy-Boy, etc. are not eligible.
<b>Gym membership/health club programs</b>
<b>Holistic practitioner</b>
<b>Hospital fees</b> such as TV, telephone, meal, parking
<b>Hot tub</b> (even when prescribed)
<b>Hypoallergenic pillows/bedding</b>
<b>Lactation Consultant</b>
<b>Lift chair</b> - is ONLY eligible if there is a physical mobility limitation. Lift Chair must be purchased from a Medical supplier.
<b>Missed appointment fees</b> – not considered a physician service
<b>Natural health practitioner</b>
<b>Natural therapist</b>
<b>Organic food</b>
<b>Personal response systems</b> - such as Lifeline and Health Line Services
<b>Polarity therapist</b>
<b>Premiums for life, LTD, STD, trip cancellation</b>

# Personal Wellness Spending Account

## *Eligible Expenditures*

### ***Educational and Personal Development:***

- Hobby and General Interest Classes
- Hobby equipment
- Educational Fees, Tuition, Books
- Training Classes, Tutoring, Language, First Aid, CPR
- Professional designation and membership fees and/or dues
- Personal Computer and Accessories
- Music Equipment

### ***Family Care:***

- Elder Care
- Caregiver Support Programs and Services
- Homecare Assistance Services and Products (lifts, supportive aids, scooters)
- Child Care

### ***Fitness/Sports:***

- Recreational Program, Classes, Team Registration Fees
- Personal Training, Consultation
- Club, Resort, Park Annual Memberships
- Recreational, Individual Event Pass, Registration or Fees
- Gym, Fitness Centre, Pool, Annual Memberships

### ***Fitness Equipment:***

- Fitness Equipment
- Sports Equipment
- Bicycle (manual, non motorized)
- Heart Rate Monitor
- Athletic Sportswear and Accessories
- Fishing Equipment
- Wii Fit or Xbox Kinect, Play Station Fitness (entertainment system not included)

### ***Non-Health Professional Services:***

- Legal Services
- Financial Services
- Auto Club Memberships (CAA)

### ***Wellness Services:***

- Smoking Cessation Program

- Safety Equipment
- Health Assessments
- Weight Loss Programs (excluding food)
- Nutritional Counseling
- Vitamins, Supplements, Natural Products
- Maternity Services (Pre Natal Classes and Mid-Wife Services)
- Stress Management Programs
- Medical Tests
- Alternative Health Practitioners (Reflexologist, Iridologist, Herbalist, Homeopath, Chinese medicine, Shiatsu therapist, Acupuncturist)
- Holistic Health Services
- Aboriginal wellness products and services (smudging supplies, services/counseling of an aboriginal elder, cultural activities and supplies)
- Cultural wellness products and services

***Insurance Premiums:***

- Individual Health and Dental Plan (may be covered by Health Care Spending)
- Individual Life and Disability Plan
- Individual Travel Insurance Plan (covered by Health Care Spending if pure insurance)
- Individual Critical Illness Plan
- Individual Long Term Care Plan

If your PSA claim falls within one of these categories and is denied, please email the Payroll & Benefits Coordinator (**Jaymie Archdekin**). Include the claim date, what you're trying to claim, which category you claimed it under, and the reason it was denied.

**Letter of Understanding #1**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**


Re: Benefits Savings


As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP 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.

Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

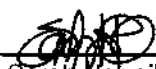
SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

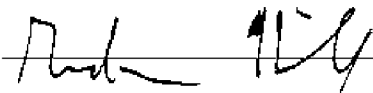
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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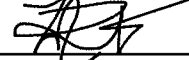
  
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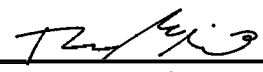
  
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Michelle Roberts (2026-04-24 12:40:26 EDT)

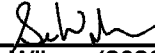
  
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Mireille Robert (2026-04-24 13:27:25 EDT)

  
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Timothy McBride (2026-04-29 21:11:49 EDT)

  
Eric Blanchard (2026-05-06 16:31:25 EDT)

  
Josh Clement (2026-04-29 21:04:30 EDT)

  
Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #2**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Co-op Students

The parties recognize a joint obligation to support the development of students through the process of Co-op placements in various forms. Academic work placements are primarily a learning opportunity whereby students are exposed to meaningful work experiences. Such opportunities may result in the temporary performance of existing bargaining unit work but will never be utilized to augment agency operations.

Definition: Co-op students must be enrolled and attending a formal education program in which a portion of their grade, or graduation requirement, is related to the Co-op placement. The duration of the placement may vary but will not exceed the equivalent of one (1) academic year unless mutually agreed between the parties.


Therefore, the parties agree to the following;

- a) The employer is permitted to have Co-op students in the workplace so long as it is for a legitimate and time limited academic experience.
- b) Co-op students will not be used as a primary resource to complete bargaining unit work.
- c) Co-op students will not be paid for work as part of their academic placement.
- d) Co-op students will be oriented to the workplace and will comply with all policies, rules and regulations as though they were an employee.
- e) The Union will be advised of the employers' intention to place any student in the agency, prior to placement.

This Letter of Understanding does not apply to Co-op students who are hired as an employee.

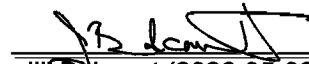
Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES


  
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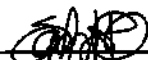
  
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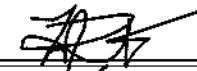
  
Jil Belcourt (2026-05-06 10:19:18 EDT)


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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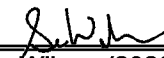
  
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**Letter of Understanding #3**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Compensatory Vacation


The parties agree that the following former Child Welfare Division employees, shall continue to receive eight (8) days of compensatory vacation or if pro-rated equivalent per year in addition to vacation earned under Article 19:


**Debbie Smith**  
**Nancy Price**  
**Elaine Hill**

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY  
SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5319

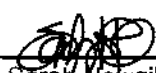
  
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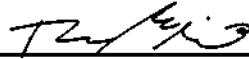
Jil Belcourt (2026-05-06 10:19:18 EDT)

  
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Michelle Roberts (2026-04-24 12:40:26 EDT)

  
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Mireille Robert (2026-04-24 13:27:25 EDT)



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Timothy McBride (2026-04-29 21:11:49 EDT)



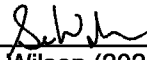
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Erin Blanchard (2026-05-06 16:31:25 EDT)



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Josh Clement (2026-04-29 21:04:30 EDT)



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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #4**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Worker Safety Lobbying

The Parties accept the findings of the report, CAS Workers at Risk (2014), on worker safety In Ontario CAS's (2014) as accurate, current and demonstrative of safety issues faced by CAS workers at all levels and positions within the Agency.


The Parties further recognize that the participation of the Provincial Government and its relevant Ministries are required to achieve numerous recommendations within the Report.


Therefore, the Parties agree to fully cooperate in lobbying the Provincial Government and its relevant Ministries to enact the recommendations of the Report identified as being a Provincial responsibility.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

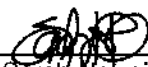
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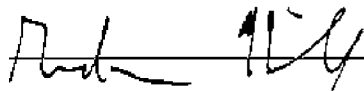
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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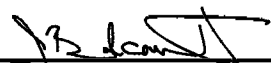
  
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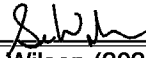
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Josh Clement (2026-04-29 21:04:30 EDT)



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Sean Wilson (2026-04-23 15:09:07 EDT)

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**Letter of Understanding #5**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**

Re: Provincial Discussion Table Consensus Agreement Sub Committees

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP 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 Bargaining Unit
- 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.

Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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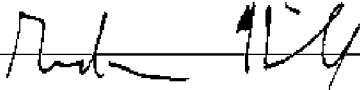
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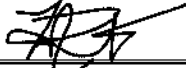
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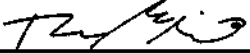
  
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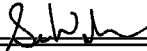
  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #6**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Worker Safety- Joint consultation

The Parties accept the findings of the report, *CAS Workers at Risk* (2014), on worker safety in Ontario CAS's (2014) as accurate, current and demonstrative of safety issues faced by CAS workers at all levels and positions within the Agency.

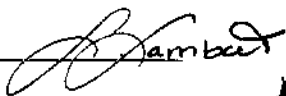
The Parties further recognize both their joint and separate responsibilities and duties under the *Occupational Health and Safety Act*.

Therefore, the Parties agree to fully cooperate to move toward instituting all recommendations contained within the report that are identified as being required to be achieved at the Agency level by utilizing the resources at their disposal including, but not limited to, the Joint Health and Safety Committee.


The Parties agree that full disclosure, joint discussion and consultation are integral parts of the process at all levels to properly achieve the recommendations of the Report and the Parties agree that no decision shall be instituted in isolation or in an arbitrary manner.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

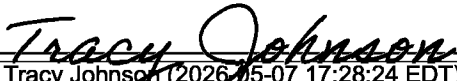
SIMCOE MUSKOKA CHILD, YOUTH & FAMILY  
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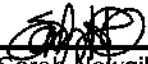
  
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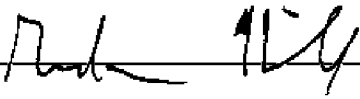
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AND ITS LOCAL 5319

  
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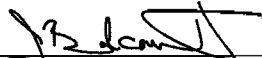
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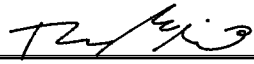
  
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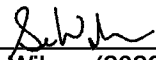
  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #7**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Redistribution of Similar Positions


It is understood that at times due to operational requirements there may be a need to redistribute the complement of similar positions within the organization. When it is determined that a change to the distribution of similar positions as defined in Letter of Understanding# 11 Similar and Non-Similar positions is required, the following process shall be followed:

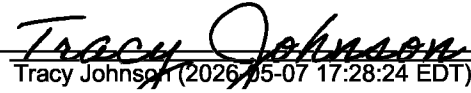
- The Employer will identify the impacted positions and required changes.
- Permanent Employees holding positions identified as impacted will be asked to declare their preference in writing by a designated date to occupy the position types.
- Any staff who fails to provide a written declaration of preference by the designated date, will be placed into a position type by the employer, based on business needs.
- Staff who have left their permanent position to pursue temporary vacancies elsewhere in the organization may return to their permanent position upon implementation. Should the employee choose not to return to their permanent position upon implementation they will be placed into one of the position types by the employer based on business needs at the time of their return.
- Where Interest declared for a given position type exceeds the number of positions available, workers will be placed into the positions of their preference in order of seniority.
- Temporary staff and Permanent Staff filling temporary positions affected by this change, will be designated into a position type based on business need. Preference will be accommodated if possible.

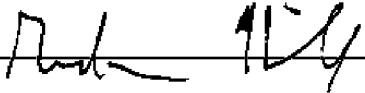
Notwithstanding the above, vacant positions will be filled in accordance with Section 14 of the Collective Agreement as they arise.

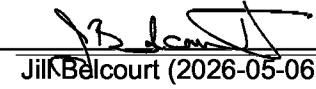
Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

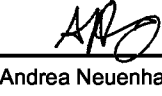
  
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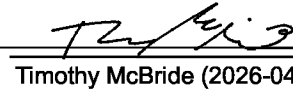
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**Letter of Understanding #8**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**

Re: Child Protection Authorization as referred to in Article 13.02 a) in the Collective Agreement


The parties agree that the following positions within Simcoe Muskoka Child, Youth and Family Services currently require the Director or Local Director's designation as an Authorized Child Protection Worker the *Child, Youth and Family Services Act* to perform the duties of their job:


- All Child Protection Workers
- Intake Assessors
- Service Team Lead assigned to a Protection team or Intake team


Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

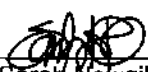
SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

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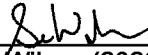
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #9**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*


Re: Family Contact Worker Program:


Within ninety (90) working days following ratification of the Collective Agreement, the Employer and the Union will meet to discuss the terms and conditions of the Family Contact Worker contracts.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

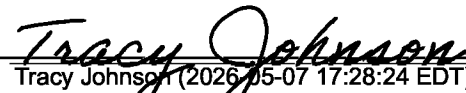
SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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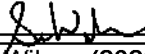
  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #10**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**

Re: Personal Wellness Account Expenditures

**Whereas** the parties have agreed the Personal Wellness account includes expenses incurred by the employees and their dependants;


**And whereas** the parties agree to review and update the eligible expenses for the Personal Wellness Account;


**Now therefore**, within ninety (90) working days upon ratification of the Collective Agreement, the Employer and the Union will form a committee composed of three members each from management and the union to review and revise the list of eligible expenses for the Personal Wellness Accounts;

Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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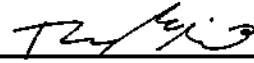
  
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**Letter of Understanding #11**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**

Re: Similar and Non-Similar Positions

It is agreed between the parties that the following chart outlines the positions that have been deemed similar and non-similar in nature.

The following describes positions that are considered similar for the purposes of Article 14 & Article 15 in the Collective Agreement.

<b>SIMILAR POSITIONS</b>	
<b>Groups</b>	<b>Positions Included</b>
Group A – Resource Positions	<ul style="list-style-type: none"> <li>• Adoption Worker</li> <li>• Adoption Worker Bilingual</li> <li>• Kinship Service Worker</li> <li>• Kinship Service Worker Bilingual</li> <li>• Placement Worker</li> <li>• Resource Worker</li> <li>• Resource Worker Bilingual</li> </ul>
Group B – Child Protection Positions	<ul style="list-style-type: none"> <li>• Child Protection - Generic</li> <li>• Child Protection - Generic Bilingual</li> <li>• Child Protection - Initial Assessment</li> <li>• Child Protection - Initial Assessment Bilingual</li> <li>• Child Protection - Ongoing</li> </ul>
Group C – Child & Youth Mental Health	<ul style="list-style-type: none"> <li>• Intensive Service Worker</li> <li>• Intensive Service Worker- Bilingual</li> <li>• Child Youth and Family Mental Health Therapists</li> <li>• Child Youth and Family Mental Health Therapists - Bilingual</li> </ul>
Group D - Finance	<ul style="list-style-type: none"> <li>• Accounts Payable Clerk</li> </ul>

	<ul style="list-style-type: none"> <li>• Accounts Payable OPR Bookkeeper</li> <li>• Accounts Payable - Resource/ECM</li> <li>• Accounts Receivable</li> </ul>
Group E – Administrative Positions	<ul style="list-style-type: none"> <li>• Service Admin Assistant</li> <li>• Service Admin Assistant- Bilingual</li> <li>• Adm in Assistant -Adoption</li> <li>• CPIN Ad min Support Team Assistant</li> <li>• CPIN Ad min support Network Support Team Assistant- Bilingual</li> <li>• Access Assistant</li> <li>• Receptionist- Bilingual</li> </ul>

The following describes positions that are not considered similar for the purposes of Article 15 in the Collective Agreement.

For the purpose of Article 14.04 (Transfer) It is agreed by the parties that bilingual and non-bilingual positions which otherwise have the same job description, are considered similar where the incumbents have the language skills to fulfill the job requirements.


<b>NON-SIMILAR POSITIONS</b>	
<b>Groups</b>	<b>Positions Included</b>
Group F – Non-Similar Positions	<ul style="list-style-type: none"> <li>• Assistant- Bilingual Communications &amp; Community Relations</li> <li>• Care Provider Support Worker</li> <li>• Case Conference Facilitator/ Case Conference Facilitator - Bilingual</li> <li>• Casual Relief Administrative Assistant</li> <li>• Child &amp; Youth Support Worker (CYW)</li> <li>• Child in Care Worker/ Child in Care Worker - Bilingual</li> <li>• Crisis Clinician</li> <li>• Education liaison</li> <li>• Family Contact Worker/ Family Contact Worker - Bilingual</li> <li>• Family Finding Service Worker</li> <li>• Family Support Worker/ Family Support Worker - Bilingual</li> <li>• File Management &amp; Disclosure Clerk - Bilingual</li> <li>• Intake Assessor/ Intake Assessor - Bilingual</li> <li>• Intake Assessor Brief Clinic - CYMH</li> <li>• Legal Administrative Assistant</li> </ul>


	<ul style="list-style-type: none"><li>• Network Administrator/Technician</li><li>• One - One Worker/ One - One Worker - Bilingual</li><li>• Property Technician</li><li>• Service Planning Coordinator</li><li>• Service Team Leader/ Service Team Leader - Bilingual</li><li>• Subsidy Support Worker</li><li>• Volunteer &amp; Family Contact Services Coordinator</li><li>• Youth Justice Coordinator</li><li>• Youth Support Worker</li><li>• Youth Support Worker - Bilingual</li></ul>
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Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

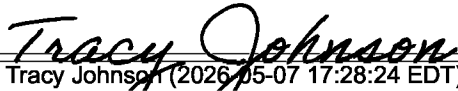
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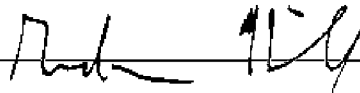
  
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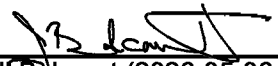
  
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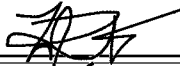
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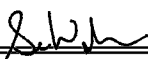
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #12**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Similar and Non-similar Positions and Pay Equity


**Whereas** the parties have agreed that the similar and non-similar positions defined in Letter of Understanding #11 attached to this agreement represents our agreement of similar and non similar positions at this time,

**And whereas**, the parties agree that the completion of the pay equity process may have an impact on this agreement,

**Therefore**, within ninety (90) working days upon the conclusion of the pay equity process, the Employer and the Union will come together to determine whether changes are warranted to Letter of Understanding #11 as a result of pay equity.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

  
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Tracy Johnson (2026-05-07 17:28:24 EDT)

  
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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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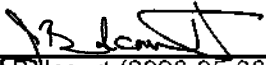
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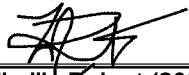
  
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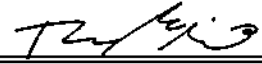
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Michelle Roberts (2026-04-24 12:40:26 EDT)

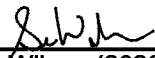
  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #13**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**


Re: Service Team Lead and Service Team Lead-Bilingual Lay Off


The parties agree that where the Service Team Leads assigned to the CIC department, the Collingwood Branch, and the French Language Services Team, are laid off in accordance with Article 15., the incumbents in the position may elect to displace the least senior permanent employee as below:

- CIC Team Lead may displace the least senior Child in Care Worker in the SMCIC1 or SMCIC2 teams.
- Collingwood Team Lead may displace the least senior Child Protection Worker in the Collingwood 1 or Collingwood 2 teams.
- French Language Services Team Lead may displace the least senior Bilingual Child Protection Worker in the French Language Services Protection team.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES


  
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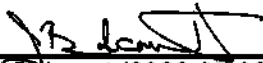
  
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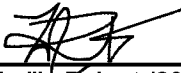
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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\_\_\_\_\_ Michelle Roberts (2026-04-24 12:40:26 EDT)

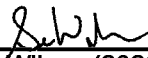
  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #14**

**Between**

**The Canadian Union of Public Employees Local 5319  
(the "Union")**

**-and-**

**Simcoe Muskoka Child Youth and Family Services  
(the "Employer")**


Re: Joint Consultation of Job Competition Process

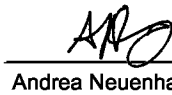
The parties agree to meet in order to review the job competition process including but not limited to the scoring criteria, for positions under this Collective Agreement.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY  
SERVICES


CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5319

  
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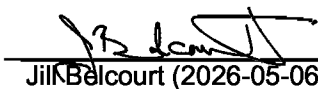
  
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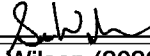
  
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Josh Clement (2026-04-29 21:04:30 EDT)



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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #15**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Extended Hours of Work

**Whereas** the organization is mandated to provide Child Welfare services after regular business hours; and

The Employer and the Union have identified the need to explore alternative ways to provide said service after regular business hours during the work week, the parties agree that joint discussion and consultation are integral to properly achieve implementation of any required changes.

**Therefore**, the parties agree to fully cooperate to achieve a solution and utilize principals which shall include, but not limited to the following:

- Consultation of changes that affect union employees
- Consider the health and wellness of union employees
- Ensure that services are delivered as per our Child Welfare mandate
- Seek solutions within the available funding
- Consider all potential solutions

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES



Tracy Johnson  
Tracy Johnson (2026-05-07 17:28:24 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

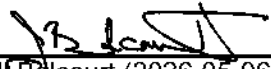


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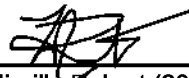
  
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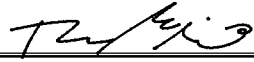
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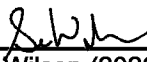
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Erin Blanchard (2026-05-06 16:31:25 EDT)

  
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Josh Clement (2026-04-29 21:04:30 EDT)

  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #16**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Job Evaluation Wage Harmonization

**Whereas** the Employer and the Union completed the Pay Equity / Job Evaluation process in January 2020, which resulted in banding of positions based on a Pay Equity scoring methodology and

**Whereas** Provincial Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019 regulates available compensation for the duration of this collective agreement.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

**Therefore**, both parties agree that they will strike a committee within 6 months of ratification of this collective agreement to complete the following:


- Determine the salary rates associated with the new banding structure based on the results of Job Evaluation and,
- Develop an implementation plan for the new banding structure.


The parties agree that the above work will be completed prior to the expiration of the current collective agreement. Should an agreement on the above not be reached between the parties agree it will become part of the next round of bargaining.


Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

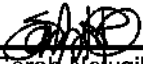
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SERVICES

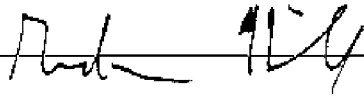
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AND ITS LOCAL 5319

  
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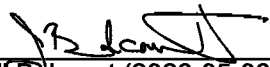
  
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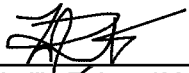
  
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Sarah Newgill (2026-04-29 21:01:46 EDT)


  
Jil Belcourt (2026-05-06 10:19:18 EDT)


  
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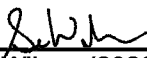
  
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Erin Blanchard (2026-05-06 16:31:25 EDT)

  
Josh Clement (2026-04-29 21:04:30 EDT)

  
Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #17**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: Weekend Crisis Clinician Compensation

The Crisis clinician will provide risk assessment, crisis intervention, and safety planning, make connections of child, youth, and/or families to appropriate support services in the community, and complete crisis intervention documents.

The parties agree that both Hands and SMFC will continue to employ staff into these positions as defined by the Nipissing Parry Sound Muskoka Mental Health Crisis Model. The clinician will respond at two designated times on the weekend (Saturday and Sunday) and Statutory Holidays.

The parties further agree that remuneration for these positions shall be the following:

- 1) Being available and calling in at prescribed times on scheduled days
  - a. \$30.00 per day, or
  - b. \$75.00 per day for Statutory Holidays\*

AND


- 2) Each Crisis response completed, to a maximum of 2 (two) per day;
  - a. \$120.00 per completed response (maximum \$240 per day) or,
  - b. \$300 per completed response on a Statutory Holiday\* (maximum \$600.00 per day)

\*only the actual statutory holiday will be recognized and compensated accordingly (i.e. if the statutory holiday is Saturday, that day will be compensated at the higher rate on this day only; the regular payment schedule will apply on all other days, including for days where the agency may be closed in lieu of statutory holiday which occurred on the weekend). The noted premium includes all statutory holiday entitlement remuneration, including paid time off.

It is noted that the weekend crisis model is currently under review and is subject to changes. The parties agree that joint discussion and consultation are integral in advance of any final decisions being made.

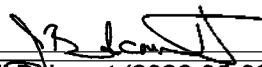
Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES


  
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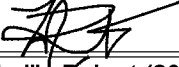
  
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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319


  
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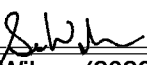
  
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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #18**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

Re: CYMH Workload Volumes for the position titled Coordinated Service Planners


Under Article 27.07 Workload Management 'C' Workload Assessment Process the Coordinated Service Planners (CSPs) will have a caseload of 20-23 assigned cases. It is understood that CSPs will hold a caseload of 20-23 active files at any given time. In addition, they may also hold up to 10 files which are considered "inactive" or being "monitored" that may require periodic and brief involvement and then will return to "monitored" status.

Files which are considered "inactive" or are being "monitored" do not have any formal recording or reporting expectations until and unless they become active. CSPs may choose to do periodic check ins or reach outs.

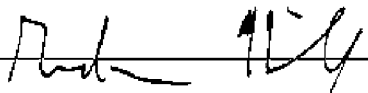
Please see the attached Coordinated Service Planning details for further explanation of the composition of files and rationale between distinguishing active and inactive cases.

Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

  
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*Tracy Johnson*  
Tracy Johnson (2026-05-07 17:28:24 EDT)

  
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CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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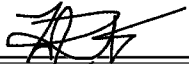
  
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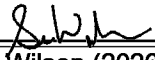
  
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Sean Wilson (2026-04-23 15:09:07 EDT)

### **Coordinated Service Planners**

The Coordinated Service Planning positions were recently reviewed and changes highlighted that would allow the program to better support the families it serves and intends to serve. The Single Plan of Care Coordinators (SPOC-C), more commonly referred to as Coordinated Service Planners (CSP) are service providers whose purpose is to ensure inclusive and culturally appropriate service navigation, integration and service coordination for children, youth and their families with complex special needs.

Coordinated Service Planning coordinators and the program no longer serve only the most complex child, youth and their families. Their role is to work with families/caregivers and community service providers to effectively implement a single plan of care (SPOC) plans and lead the collaborative process of coordinating the single plan of care with children, youth and their families and the associated service providers. The coordinators will initiate the planning and monitor the implementation of the single plan of care plans in partnership with children, youth, and their families.

There will be files that require direct involvement and activity for periods of time throughout the year and then they will settle and they will be monitored. Other files will have more complexity and will be involved with Case Resolution which will necessitate direct involvement more often. There will also be "Tier 2" level clients where an initial 3 month involvement will be needed to pull together the team and plan around the child/youth and then the file will be monitored with little to no involvement needed until and unless something significant changes in the child's/youth's situation (they reach a transition place or a different developmental stage, or their medical situation changes significantly) where the service team and/or the plan must change.

The majority of the files in CSP will be monitored rather than discharged once the SPOC is developed and the team is working well because the goal of CSP is to be available to the child/youth and family until the transition to adulthood (at age 18).

As such, it is understood that CSPs will hold a caseload of 10-15 active files at any given time. They may also hold up to 10 files which are considered "inactive" or being "monitored" that may require periodic and brief involvement and then will return to "monitored" status. Files which are considered "inactive" or are being "monitored" do not have any formal recording or reporting expectations until and unless they become active. CSPs may choose to do periodic check ins or reach outs.

**Letter of Understanding #19**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*


**Re: Reduced Caseload for Local 5319 President**


It is agreed between the parties on a without prejudice basis, that the member elected to the President position for Local 5319 shall be granted a workload relief of up to twenty percent (20%). The reduction in workload is to be mutually determined between the member who holds the President position and the Employer. The workload relief shall be covered by the existing staffing complement in the bargaining unit. When there is any change to the member holding the President position, such discussion shall happen within the first sixty (60) days of the Employer being notified of the change.

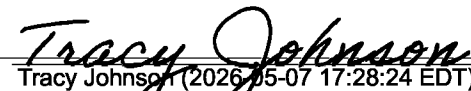
Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.


SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

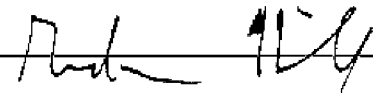
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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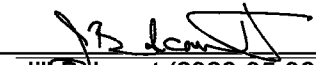
  
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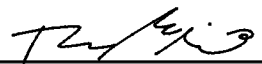
  
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Mireille Robert (2026-04-24 13:27:25 EDT)

  
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Timothy McBride (2026-04-29 21:11:49 EDT)



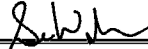
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Erin Blanchard (2026-05-06 16:31:25 EDT)



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Josh Clement (2026-04-29 21:04:30 EDT)



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Sean Wilson (2026-04-23 15:09:07 EDT)

**Letter of Understanding #20**

**Between**

**The Canadian Union of Public Employees Local 5319**  
*(the "Union")*

**-and-**

**Simcoe Muskoka Child Youth and Family Services**  
*(the "Employer")*

**Re: Bill 124 – Fund Allocation Commitment**

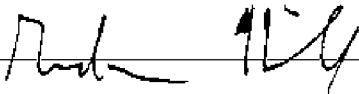
In the event that the government or other legal body which has jurisdiction, provides new funding related to Bill 124 to the Employer during the term of the Collective Agreement, the Employer commits to allocating the funds. The parties will meet to discuss disbursement of the funds.

Dated & E-Signed at Barrie, Ontario on the **23<sup>rd</sup>** day of **April**, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES



*Tracy Johnson*  
Tracy Johnson (2026-05-07 17:28:24 EDT)

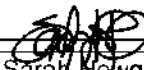


*Jil Belcourt*  
Jil Belcourt (2026-05-06 10:19:18 EDT)

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319



Andrea Neuenhagen (2026-04-23 17:22:42 EDT)



Sarah Newgill (2026-04-29 21:01:46 EDT)

*Michelle Roberts*

Michelle Roberts (2026-04-24 12:40:26 EDT)



Mireille Robert (2026-04-24 13:27:25 EDT)



Timothy McBride (2026-04-29 21:11:49 EDT)

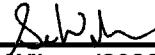


Erin Blanchard (2026-05-06 16:31:25 EDT)



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Josh Clement (2026-04-29 21:04:30 EDT)



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Sean Wilson (2026-04-23 15:09:07 EDT)

## **APPENDIX A**

### **Staff Model Home Program Staff**




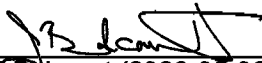
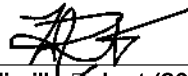



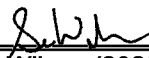
The Union and the Employer therefore agree to enter into this Appendix which forms a part of the collective agreement, and is enforceable under the grievance and arbitration procedure set out in the collective agreement, as follows that specifically applies to new job classifications within the bargaining unit:

1. The parties agree that the Employer will create 2 new Bargaining unit positions called Staff Supported Homes - Program Staff and Staff Supported Homes – Bilingual Program Staff (as per the job descriptions attached) ("the Positions") to be implemented when the Employer has obtained a license to operate a children's residence, from the Ministry of Children, Community and Social Services.
2. The Positions will be listed in the Schedule B Seniority Listing of the CBA
3. Definitions for the Staff Supported Homes - Program Staff include:
  - Full Time Employees
  - A full time employee is defined in article 3.01 of the CBA.
  - Part Time Employees
  - Part Time employees are as defined in Article 3.02 of the CBA.
  - Temporary Employees
  - Temporary employees are as defined in Article 3.04 of the CBA.
  - Casual Employees
  - Casual employees are as defined in Article 3.12 of the CBA.
4. With respect to Staff Supported Homes Program Staff, any reference in the CBA to the term "salary" shall be deemed to mean "wage".
5. Should Staff Supported Homes Program Staff be unavailable or unable to perform the work, it is understood that a manager or supervisor may perform the required work in urgent situations to maintain safe operation of the program.
6. Except where these provisions differ from the CBA, the parties agree that the provisions of the CBA apply to the Positions.
7. This Appendix comes into effect upon the date of ratification by the parties.
8. This Appendix will be in force and effect for the same term as the collective agreement.

Dated & E-Signed at Barrie, Ontario on the 23<sup>rd</sup> day of April, 2026.

SIMCOE MUSKOKA CHILD, YOUTH & FAMILY SERVICES

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5319

  
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