



Brant Family and  
Children's Services  
Since 1894

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CHILDREN'S AID SOCIETY OF  
BRANT INC. (referred to in this document  
and carrying on business as:)  
BRANT FAMILY AND CHILDREN'S  
SERVICES**

**-and-**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
CHILDREN'S AID SOCIETY**

**APRIL 1, 2018  
to  
MARCH 31, 2021**

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**B E T W E E N:**

**BRANT FAMILY AND CHILDREN'S SERVICES**  
(Hereinafter referred to as the "Employer")

OF THE FIRST PART;

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**(CHILDREN'S AID SOCIETY)**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

## **ARTICLE 1 – GENERAL PURPOSE**

### **1.01**

Whereas in the interest of the efficient conduct and administration of the Employer's affairs, it is desirable that there shall be harmonious relations, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, seniority in the service and security of tenure of office;

**NOW THEREFORE WITNESS THAT THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:**

## **ARTICLE 2 – RECOGNITION AND COVERAGE**

### **2.01**

The Employer recognizes the Union as the exclusive Bargaining Agent for all the employees covered by the Agreement as set forth in the Schedule of Wage Rates attached hereto, save and except the Executive Director, Managers, persons above the rank of Manager, Executive Assistant to the Executive Director, Administrative Assistants to the Directors of Services and Administration, Information Services Co-ordinators, Human Resources Co-ordinators, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and those employees covered under the Brant Family and Children's Services - Native Services Branch Collective Agreement.

### **2.02**

The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the Bargaining Unit described above.

### **2.03**

No member of Management or other employees excluded from the bargaining unit under 2.01 shall perform the duties of positions performed by employees covered by this Agreement with the effect of causing a layoff.

### **2.04**

It is understood and agreed between the parties that First Nations children and families will be served wherever possible by First Nations employees.

## **ARTICLE 3 – RELATIONSHIP**

### **3.01**

In accordance with the *Labour Relations Act*, 1995, as amended the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's activity or lack of activity in or with the Union.

### **3.02**

The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment. The Employer agrees to establish and maintain policies and procedures that ensure the protection of employees from workplace harassment including a procedure to redress matters arising from workplace harassment without reprisal or threat of reprisal.

The Employer recognizes that the employee is entitled and may or may not choose to have a supportive person present. This person may be any member of the Union as chosen by the employee.

### **3.03**

The Employer agrees to supply each employee with a copy of this Agreement, and acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment as set out in this Agreement. The Employer shall notify the Union in writing of the name, classification and salary of all new members of the Bargaining Unit as soon as possible after the date of hire and will allow each new employee to meet with a Union Representative for thirty (30) minutes during the first month of employment as arranged with the employee and her/his Manager(s).

### **3.04**

Six (6) signed originals, plus twenty (20) additional copies of this Agreement will be provided to the Secretary of the Union. The cost will be shared equally by both sides.

### **3.05**

The parties agree to abide by the *Human Rights Code* as amended from time to time.

### **3.06**

The Employer agrees to provide the Union, every January and every July, with a complete list of employee names, addresses, phone numbers and classifications. The Union agrees to indemnify and save the Employer harmless for the release of the aforementioned information.

### 3.07

The Union will be entitled to appoint one (1) employee who shall be permitted to attend public meetings of the Board of Directors as an observer but shall not be permitted to make any representations to the Board. The appointed employee will receive notices and minutes to public Board meetings, and the same agenda materials relating to public Board meetings on the same basis as members of the Board of Directors. It is understood that the Union or the employee appointed by the Union shall not be entitled to any information, agenda or other material whatsoever relating to "In Camera" and private meetings of the Board of Directors.

### 3.08

Each employee shall have access to his/her own personnel file by appointment with the Human Resources Department.

## ARTICLE 4 – RESERVATION OF MANAGEMENT FUNCTIONS

### 4.01

The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, transfer, promote, demote, layoff and suspend, or otherwise discipline employees providing that a claim of discriminatory promotion or demotion or a claim by an employee who has completed his/her probationary period has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the Grievance Procedure;
- (c) Make and alter from time to time rules and regulations to be observed by the employees;
- (d) Generally to manage the affairs of the **Employer** and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in the Agreement;
- (e) Where a decision is made by the Employer affecting a group of employees regarding policies and procedures, the Unit Chairperson shall be notified by the Executive Director as soon as is practicable, but in any event, no less than five (5) working days prior to the decision being implemented;
- (f) Where changes in the working personnel are implemented, i.e., hiring, layoffs, recalls, terminations, transfers and redundant positions and such other notification as contained in this Agreement, the Executive Director shall notify the Unit Chairperson as soon as it is practicable.

### 4.02

The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 5 – GRIEVANCE PROCEDURE AND UNION COMMITTEES**

### **5.01 Employer/Union Meetings**

During the term of this Collective Agreement, the Employer agrees to meet with a Committee of the Union, consisting of not more than four (4) employee representatives and not more than four (4) management representatives, at least six (6) times per year or at such other times as both parties may agree. Meetings will be at a time agreed upon between the representatives of the Union and the Employer.

### **5.02**

The Union may establish a Grievance Committee of not more than five (5) members, three (3) of whom may attend any given Grievance Meeting with the Representatives of the Employer, and the Union shall notify the Executive Director in writing of the names of the members of the Grievance Committee and any change thereto before the Employer shall be required to recognize them. The Union may have the services of a Representative of the Canadian Union of Public Employees to assist in the hearing of grievances, as provided under the terms of this Agreement, at arbitration and at negotiations.

### **5.03**

It is understood that members of the Grievance Committee have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance during working hours, they will not leave their work station without first obtaining the permission of their Manager, which permission will not be unreasonably withheld. When resuming their regular work they will report to the Manager and if required will give a reasonable explanation as to their absence. Members of the Grievance Committee shall suffer no loss of pay during the regular working hours when servicing grievances, subject to the conditions of Article 5.02.

### **5.04**

The Union may establish a Negotiating Committee composed of five (5) representatives whose function shall be to negotiate renewals of this Collective Agreement as provided in Article 18. Members of the Negotiating Committee shall suffer no loss of pay during regular working hours while attending at meetings with the Employer for negotiations up to Conciliation. It is understood that if the parties agree to continue negotiations past the end of a regular working day, up to conciliation, members of the negotiating committee shall be credited with lieu time for each hour spent in negotiations with the Employer past the end of the regular work day.

### **5.05**

When an employee has a complaint arising out of the interpretation, administration or alleged violation of the terms of this Agreement, he/she shall present the complaint to the appropriate Manager and advise the Manager that the complaint being lodged is a complaint within the meaning of this clause, and the Manager shall attempt to resolve the issue within **five (5)** working days. The employee may request the assistance of a Union Representative. Failing satisfaction with the Manager, the complaint may be dealt with in the following manner and sequence:

#### **Step 1**

The employee in the presence of his/her Union Representative shall present his/her alleged grievance in writing on the prescribed union form signed by the employee concerned to his/her

Manager within ten (10) working days of the occurrence of the incident upon which the grievance is based. In the case of a complaint requesting a monetary settlement, this limitation shall be extended to **six (6) months**. The Manager shall render the decision to the **grievor** in writing with a copy to the Union Representative within **five (5)** working days after the presentation of the grievance.

## **Step 2**

Failing settlement under Step 1, the employee, through the Grievance Committee, may submit in writing to the Executive Director, or his/her designate, within five (5) working days of the receipt of the Manager's reply. The Executive Director, or his/her designate shall grant the Grievance Committee, accompanied by the **grievor**, a hearing within ten (10) working days. The Executive Director, or his/her designate, shall render his/her decision in writing within **ten (10)** working days after the hearing.

The designate who receives the written request for a hearing at Step 2 shall meet with the grievance committee and render the decision

## **Step 3**

Failing settlement under Step 2, the employee, through his/her Grievance Committee, may refer such difference to arbitration as provided in Article 6 herein and if no written notification is received within twenty (20) working days after the receipt of the decision in Step 2, it shall be deemed to have been abandoned.

### **5.06**

Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.

### **5.07**

The time limits provided under the Grievance Procedure may **only** be extended by mutual agreement of the parties. The Agreement shall be confirmed in writing.

### **5.08**

A Policy Grievance procedure is hereby recognized whereby either Party to this Agreement may submit any matter in dispute to grievance beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employees are personally entitled to grieve.

### **5.09**

All decisions arrived at between the Representatives of the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee or employees concerned.

### **5.10**

A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended, shall be treated as a grievance if a written statement is lodged at Step 2 of the Grievance Procedure within five (5) working days after the discharge or suspension is affected. Such special grievance may be settled under grievance or arbitration procedure by:

- (a) confirming the Employer's action in dismissing or suspending the employee;
- (b) reinstating the employee with full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

### 5.11

When a Manager reprimands an employee and where such reprimand may result in the demotion, suspension or dismissal of the employee, the reprimand shall be made in private and the employee being reprimanded shall have a Representative of the Union. An employee who has been reprimanded shall be provided in writing the particulars which caused the reprimand and a copy shall be provided to the Union Representative. Such reprimand shall remain on the employee's record for a period of twelve (12) working months. Such reprimand shall be removed from an employee's record after twelve (12) working months, provided there has been no repeat of a similar incident upon which the original reprimand was based.

### 5.12

It is agreed that an appeal by an employee to a member of the Board over a matter that is being or could be grieved under the terms of this Agreement shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.

## ARTICLE 6 – ARBITRATION

### 6.01

When either party requests that any difference be submitted to arbitration, it shall notify the other party in writing (in case of the Union, the CUPE Representative; in the case of the Employer the Executive Director) and at the same time nominate **three proposed arbitrators to act as the Arbitrator**. Within five (5) working days thereafter, the other party **shall in writing confirm its agreement with one of the proposed arbitrators** or nominate **three different proposed arbitrators to act as the Arbitrator**. If the parties are unable to agree upon an Arbitrator within a **subsequent** period of five (5) days, either party may then request the Minister of Labour for the Province of Ontario to appoint **the Arbitrator**.

### 6.02

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance **unless agreed to by the Employer and the Union**.

### 6.03

No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.

### 6.04

The **Arbitrator** shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

### **6.05**

The proceedings of the **Arbitrator** will be expedited by the parties thereto and the decision of the **Arbitrator** will be final and binding upon the parties thereto and the employees concerned.

### **6.06**

Each of the parties hereto will jointly bear the expenses of the **Arbitrator**.

## **ARTICLE 7 – NO STRIKE AND NO LOCKOUT**

### **7.01**

In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement. The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

### **7.02**

In the event that any employee, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

## **ARTICLE 8 – SENIORITY, PROMOTIONS & EMPLOYEE CHANGES; JOB POSTINGS, LAY-OFF & RECALL**

### **8.01**

- (a) Seniority is preference or priority measured by length of service within the bargaining unit.
- (b) (i) **Authorized** Social Work Employees shall be considered on probation and will not be subject to the seniority provisions of this Agreement until they have completed six (6) months worked with the Employer, provided however that the Employer may, in extenuating circumstances, extend the probationary period for an additional three (3) months. Said employees shall be notified in the presence of his/her union representative.

**Unauthorized Social Work Employees shall be considered on probation and will not be subject to the seniority provisions of this Agreement until they have completed nine (9) months worked with the Employer, provided however that the Employer may, in extenuating circumstances, extend the probationary period for an additional three (3) months with the written agreement of the Union. Said employees shall be notified in the presence of his/her union representative.**

- (c) Support Employees shall be considered on probation and will not be subject to the seniority provisions of this Agreement until they have completed **four and one-half (4.5)** months worked with the Employer, provided however that the Employer may, in extenuating circumstances, extend the probationary period for an additional one and one-half (1-1/2) months. Said employees shall be notified in the presence of his/her union representative.
- (d) After the satisfactory completion of the probationary periods noted above, the employee's name shall be added to the seniority list and seniority shall be effective from their most recent date of hire.
- (e) The Employer shall maintain a seniority list for employees covered by this Agreement showing date employment commenced, accrued seniority and current classification. The list shall be updated in January and July each year and will be posted on the bulletin board. A copy of the list will be given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date the list is posted, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event the employee is not at work, he/she must notify the Employer in writing of his/her disagreement with the accuracy of his/her seniority date within ten (10) working days from the date he/she returns to work. The Employer shall deem the list to be correct if it fails to receive notification of any errors.

## 8.02

- (a) An employee shall lose his/her seniority and be deemed to have terminated his/her employment with the Employer if he/she:
  - (i) Is discharged for just cause and is not reinstated;
  - (ii) Resigns;
  - (iii) Is absent from work in excess of three (3) working days without notifying the Manager, unless such notice is not reasonably possible;
  - (iv) Fails to report for work within ten (10) days after being notified by registered mail to return to work following a layoff;
  - (v) Fails to notify the Executive Director by registered mail postmarked within five (5) days after the receipt of such notice of the intention to report for work;
  - (vi) Is laid off for a period of longer than eighteen (18) months;
  - (vii) Fails to return to work upon termination of an authorized leave of absence without reasonable and satisfactory proof for the cause of the delay;
  - (viii) Is on Workplace Safety and Insurance Board full-time benefits for a period of longer than three (3) continuous years;

- (ix) Is in receipt of compensation under the Long Term disability Plan for a period of longer than two (2) continuous years.
- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
  - (i) When on layoff for a period of up to eighteen (18) months;
  - (ii) When on Workplace Safety and Insurance Board full-time benefits that do not exceed three (3) continuous years;
  - (iii) When in receipt of compensation under the Long Term disability Plan for a continuous period up to two (2) years;
  - (iv) When on an approved leave of absence, with the exception of pregnancy leave granted in accordance with Article 16.04, for a period longer than thirty (30) calendar days;
- (c) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
  - (i) When on paid sick leave prior to the commencement of any compensation that may be payable under the Long Term Disability Plan;
  - (ii) When on pregnancy leave granted in accordance with Article 16.04;
  - (iii) When on approved leave of absence that does not exceed thirty (30) calendar days.

**8.03 (a) Job Postings**

The Employer shall post notices of permanent vacancies and vacancies for temporary contract personnel as per Schedule "2" for known terms exceeding 3 months which are covered by this Collective Agreement electronically to all employees. The posting will be open for a period of five (5) working days. The notice shall include the nature of the position, required knowledge and education, ability and skills and salary level as well as range within the level. Eligible employees shall have an opportunity to apply and be considered for the vacant position before external applicants are considered. Written applications received from such eligible employees by the closing date and time specified on the posting shall be acknowledged in writing. All unsuccessful internal interviewees upon request may discuss with their manager and/or a member of the interview team, if the manager was not a member of this interview team, how to improve their future career planning options. Following the selection and notification to the successful applicant, all other applicants shall be advised of the Employer's decision. The first two (2) permanent vacancies created by the filling of the posted initial permanent vacancy, shall be posted in addition to the posting of the initial permanent vacancy in accordance with the above procedure.

For the purposes of clarity temporary contract personnel will be considered as applicants from outside the bargaining unit for any permanent vacancies that arise under Article 8 of the Agreement.

**8.03 (b) Qualifications [PDT]**

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

**8.04**

In the case of permanent promotions or transfers, the following factors will apply:

- (a) seniority
- (b) qualifications, skills and ability
- (c) experience and training

Seniority as herein defined will be given preference where factors (b) and (c) are equal.

**8.05**

It is understood that where a vacancy arises as a result of reorganization, the result of which shall not bring about any increase in the complement, the Employer may first transfer, without posting, an employee to the classification to the step closest to but not to exceed his/her current salary, and without loss of pay.

If an employee is reassigned, reclassified or transferred to a different position, management shall ensure that this is not an increase in staff complement, otherwise, this position shall be posted. An employee who is reassigned, reclassified or transferred shall not suffer loss of pay, and if the employee is moved to a position that has a higher rate of pay, the employee shall be paid the higher rate of pay and shall progress through the range.

It is understood that if an employee is moved from a higher paying grid to a lower paying grid, such employee shall be red circled at his/her present salary until such time that the lower paying salary grid surpasses the red circled salary.

For the purpose of determining eligibility for step adjustments in the case of a promotion or transfer, if there is a salary increase, the date of any promotion or transfer shall constitute the employee's anniversary date of employment. Such anniversary date shall be further adjusted by the length of an employee's absence from work if he/she is absent for thirty (30) consecutive calendar days or more during the calendar year exclusive of vacations and time off for a work related injury for which the employee has applied for Workplace Safety and Insurance Benefits.

It is understood that experience gained in Human Services Categories I and II shall not be considered as experience equal to that attained under the Social Worker Category I.

### **8.06**

An employee who successfully bids for a permanent job shall be given a trial period of up to **forty-five (45)** working days. At any time during the trial period if either the Employer or the employee determine that the employee is unable to perform the job or cannot meet the requirements of the job, or should the employee choose to do so, the employee shall revert to his/her former position without loss of seniority. It is understood that other employees who have been transferred shall be required to return to their former position in the event of an unsuccessful trial period.

### **8.07**

It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of **twelve (12)** months, with the exception of part-time or contractual employees with the opportunity to move into a full-time or permanent position.

### **8.08**

No employee shall be appointed or seconded to a position outside the bargaining unit without their consent. An employee accepting a vacancy outside the bargaining unit will retain seniority acquired at the date of leaving the unit for a period not exceeding twelve (12) calendar months during which time he/she shall have the option of returning to the bargaining unit. No employee, having completed an appointment of twelve (12) months outside the Bargaining Unit shall be reappointed outside the Bargaining Unit for an eighteen (18) month period. If such employee returns to the bargaining unit he/she shall be placed in a job consistent with his/her seniority.

### **8.09**

Notwithstanding Article 8.03, and 8.05 above, if no written applications are received by the closing date and time specified on the posting, or if none of the applicants have the qualifications, skills, ability, experience and training, the Employer may fill the permanent vacancy from within the bargaining unit or from outside the bargaining unit.

### **8.10 Lay-off and Recall**

In the event that a reduction of the work force is required, the Employer agrees to layoff employees in the reverse order of seniority provided that employees who remain or displace other employees on the basis of seniority have the qualifications, skills, ability, experience, training and willingness to perform the duties available. The employee exercising his/her seniority rights shall **do so within five (5) days of the notice of layoff and shall** be slotted to the step closest to but not to exceed their current salary.

### **8.11**

When recalling employees after a layoff, recall shall be in order of seniority **prior to hiring a new employee for a vacant position** provided that the employee to be recalled has the qualifications, skills, ability, experience, training and willingness to perform the work to which he/she is assigned.

### **8.12 Organizational Changes [PDT]**

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

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

It is understood and agreed that lay offs resulting from decreased case loads are not organizational changes.

### **8.13 Restructuring, Mergers or Amalgamation [PDT]**

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

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

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

### **8.14 Recruitment and Retention - Mobility of Employees in the Child Welfare Sector [PDT]**

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

- (a) All bargaining unit vacancies that occur at the Brant Family and Children's Services, ("Brant FACS") where the Employer has exhausted its normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- (b) Employees hired from one agency into another will be required to complete a full probation period as per the Collective Agreement of the hiring Employer.
- (c) Where an applicant from an Employer participating in the PDT Consensus Agreement dated June 4, 2011 is successful in a job competition at another participating PDT Employer, upon moving to the new Employer, service-based entitlements for wages and vacation at the new Employer shall be based on the length of his/her most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

When the Employer decides not to fill a permanent position, it will notify the Union within thirty (30) days of the position becoming vacant.

## **ARTICLE 9 – HOURS OF WORK**

### **9.01**

(a) **Support Employee**

The regularly assigned hours shall be a total of sixty-seven and one-half (67.5) hours in a two-week period, Monday to Friday inclusive.

Regular assigned hours of work shall be in accordance with the office hours as determined by Management from time to time. Individuals may be assigned hours of work outside the office hours as determined by Management from time to time by mutual consent in writing of the employee concerned and the employee's Manager.

(b) **Social Work Employee**

The regularly assigned hours shall be sixty-seven and one-half (67.5) hours in a two-week period, Monday to Friday inclusive.

### **9.02**

It is expressly understood that the provisions of the Article are intended only to provide a basis for calculating time worked and shall not be or construed to be a guarantee as to the hours of work per day or as to the hours of work per week.

### **9.03**

The lunch period and the rest periods shall be taken at a time suitable to the operation of each Department as arranged by the Department Head and shall be done in accordance with the *Employment Standards Act, 2000*.

### **9.04**

Employees shall be allowed a fifteen (15) minute rest period in the first half and second half of each shift. The period off the job shall not exceed fifteen (15) minutes.

## **ARTICLE 10 – SCHEDULE OF WAGES, OVERTIME RATES; PERFORMANCE EVALUATIONS**

### **10.01**

The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the Salary Schedules attached hereto as Schedule 1, Schedule 2 or Schedule 3 as applicable.

### **10.02**

The Society shall deposit every two (2) weeks the employee's net salary directly into such banking account as designated by the employee. The employee shall provide the Society with such banking information as is necessary to enable the employee's salary to be directly deposited into the banking institution of their choice. On or before an employee's pay day, the Employer shall give to the employee a written statement setting out the pay period for which the wages are being paid, the wage rate, the gross amount of wages and how that amount was calculated, the amount and purpose of each deduction from wages and the net amount of wages being paid to the employee.

## **OVERTIME**

### **10.03**

Authorized work performed in excess of the employee's standard hours of work in a two (2) week pay period will be paid at time and one-half (1-1/2) his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee may request time off for overtime worked and if such request is granted, time off will be given on time and one-half (1-1/2) basis. Employees will make every effort to receive authorization prior to working overtime.

### **10.04**

Authorized work performed on a paid holiday as defined in Article 11 of this Agreement shall be paid at the rate of time and one-half (1/2) the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled.

### **10.05**

An employee who is temporarily assigned, by his/her Manager, to perform all of the duties and responsibilities of a higher paid job category for more than six and three quarter (6¾) consecutive hours shall receive the salary in the salary range for the higher job category which is the next highest to his/her current salary. An employee who is temporarily assigned, by his/her Manager, to perform all of the duties and responsibilities of a higher paid job category for more than **one and one-quarter (1.25)** consecutive hours shall receive the salary in the salary range for the higher job category which is next highest to his/her salary for all consecutive hours worked in the higher classification.

## **PERFORMANCE EVALUATIONS**

### **10.06**

The Performance Evaluation of an employee is for the purpose of improving the Employer's overall level of service to its clients and the community and is designed to identify each employee's strengths and weaknesses together with addressing plans regarding the employee's future work performance and professional development.

Every employee is subject to an annual performance review, in accordance with **Employer** policy and procedure upon the individual's anniversary date, or adjusted date.

In the event an employee does not successfully complete his/her performance evaluation, the following procedure shall apply:

- (a) the employee shall first follow Employer policy as to discussion and review;
- (b) if the matter is not resolved satisfactorily to the employee, such employee may file a grievance in accordance with the terms of the Collective Agreement at Step 2. The scope of such a grievance shall be limited to determining whether or not the Employer inconsistently applied the performance evaluation techniques as determined by the Employer;

- (c) in the event the grievance proceeds to Arbitration, the powers of the Arbitrator or Board of Arbitration shall be limited to the scope of the grievance as set out above.

Employees shall receive an annual increment adjustment effective on the employee's anniversary date or such adjusted date, up to the maximum of the employee's salary grid.

## **ARTICLE 11 – PAID HOLIDAYS**

### **11.01**

All employees shall receive the following holidays at their regular rate of pay:

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

One (1) float day to be taken at Christmas or New Year's holiday season on a mutually agreed to schedule.

Should New Year's Day, Christmas Day, Boxing Day or Canada Day fall on other than an employee's regular working day, and if it is not proclaimed or observed on a regular working day, the employee shall be entitled to one day of holiday with pay for that day at a time mutually agreed by the employee and his/her Manager.

**One (1) float day to be taken at any time during the year for personal reasons at a time mutually agreed by the employee and his/her Manager.**

**Note: This additional float day may not be carried over to any subsequent year.**

### **11.02**

In the event that a paid holiday falls within an employee's vacation period, he/she will have the option of being granted an extra day vacation at a time mutually agreed upon or pay therefor at the employee's regular hourly rate of pay.

## **ARTICLE 12 – VACATIONS**

### **12.01**

In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. The vacation schedule shall, in the event of a conflict of preference between the employees, be determined by seniority status of the employee, subject to the **Employer's** commitment to maintain the service.

Vacation requests must be submitted in accordance with the following schedule:

Vacation Period:	Must be requested by:
<b>February 1 – June 30</b>	<b>September 15</b>
July 1 – <b>January 31</b>	<b>March 15</b>

If requests are not submitted in accordance with the above schedule, seniority will not govern.

## **12.02**

In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise their choice in accordance with seniority status. The vacation schedule shall, in the event of a conflict of a preference between the employees, be determined by seniority status of the employee, subject to the **Employer's** commitment to maintain the service. In the event of a conflict of preference between employees, the seniority of the person's coverage partner will govern.

Vacation entitlement shall be computed as follows:

### **Support Employee**

After one (1) year service as of January 1st in any year, four (4) weeks' vacation.

After five (5) years service as of January 1st in any year, four (4) weeks' vacation plus one (1) day per year of service.

After ten (10) years of service as of January 1st in any year, six (6) weeks' vacation.

After fifteen (15) years of service as of January 1st in any year, seven (7) weeks' vacation.

After twenty-five (25) years of service as of January 1<sup>st</sup> one (1) additional vacation day at regular straight time earnings. After thirty (30) years of service as of January 1<sup>st</sup> one (1) additional vacation day at regular straight time earnings.

## **12.03**

### **Social Work Employee**

In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise **their** choice in accordance with their seniority status. The vacation schedule shall, in the event of a conflict of preference between the employees, be determined by seniority status of the employee, subject to the **Employer's** commitment to maintain the service.

After one (1) year service as of January 1st in any year, four (4) weeks' vacation.

After five (5) years' service as of January 1st in any year, four (4) weeks' vacation plus one (1) day per year of service.

After ten (10) years of service as of January 1st in any year, six (6) weeks' vacation.

After fifteen (15) years of service as of January 1st in any year, seven (7) weeks' vacation.

After twenty-five (25) years of service as of January 1<sup>st</sup> one (1) additional vacation day at regular straight time earnings. After thirty (30) years of service as of January 1<sup>st</sup> one (1) additional vacation day at regular straight time earnings.

**12.04(a)**

- (1) An employee shall be credited with their vacation credits for each year on the first day of January in the year.
- (2) An employee commencing employment during a year shall be credited at that time with their vacation credits as calculated in 12.02 or 12.03 above for the balance of the calendar year, but shall not take vacation until they have completed six (6) months of continuous service.
- (3) An employee who has completed six (6) months of continuous service may with approval take vacation to the extent of their vacation credits and their accumulated vacation credits shall be reduced by the vacation credits taken.
- (4) Where an employee leaves the employment prior to the completion of six (6) months of service he/she is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of employment.
- (5) An employee who has completed six (6) or more months of continuous service shall be paid for any unused vacation standing to their credit at the date they cease to be an employee in an amount computed in accordance with the rate of their last regular salary.
- (6) Where an employee ceased to be an employee there shall be deducted from their accumulated vacation credit an amount in respect of the whole month remaining in the year after they cease to be an employee computed as the rate set out in Sub-section 12.02 or 12.03 as the case may be.
- (7) Vacation taken in excess of the vacation credits to which an employee is entitled on the date they cease to be an employee shall be deducted from the amount paid to the employee on their final pay cheque.
- (8) Vacation credits shall continue to accumulate while an employee is on approved and medically certified pregnancy leave under the provisions of Article 16.04 and sick leave under provisions of Article 14.03(1) and 14.03(2) and on Worker's Compensation under the provisions of Article 14.04. Notwithstanding the above, vacation credits shall not continue to accumulate while an employee is on approved and medically certified pregnancy leave beyond the provisions of the *Employment Standards Act, 2000*.
- (9) Vacation credits shall not accumulate during the period an employee is on any other authorized personal leave of absence under the provisions of Articles 16.01 and 16.02.

**12.04(b)**

For the purpose of calculating vacation day credits under this Article, it is agreed and understood that:

- (1) Employees who are hired or return to active employment prior to the 15th of the month shall accrue one (1) vacation day credit for such month. Employees who resign, are terminated, laid off or retired prior to the 15th of the month shall accrue one-half (1/2) vacation day credit for such month.
- (2) Employees who are hired or return to active employment after the 15th of the month shall accrue one-half (1/2) vacation day credit for such month. Employees who resign, are terminated, laid off or retired after the 15th of the month shall accrue one (1) vacation day credit for such month.

#### **12.05**

It is understood that the vacation entitlement shall not be cumulative and must be taken within the calendar year in which it is earned, except that the Employer will approve carry over of vacation to March 31 of the following vacation year in extenuating circumstances.

#### **12.06**

Part-time employees who transfer from part-time to full-time shall be credited with vacation entitlement on the basis of 1,600 hours equals one (1) year of service. The date of transfer to full-time employment will be the date used to calculate years of service from, as a full-time employee.

#### **12.07**

When an employee is hospitalized or has an illness of three (3) days or more with a doctor's certificate during their vacation leave, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The days of sick leave taken will be deducted from the sick leave bank according to Section 14.03.

### **ARTICLE 13- BENEFIT PLAN**

#### **13.01**

The Employer agrees to pay the premium costs in effect as of the date of this Agreement for the following benefits after three (3) months continuous service with the Employer:

- (a) Semi-Private Hospital Coverage: 100% of the premium to be paid by the Employer.
- (b) Extended Health Care: 100% of the premium to be paid by the Employer. Such coverage shall include Vision Care coverage of an allowance of **five hundred and fifty dollars (\$550.00)** every two (2) years subject to the carriers limitations. The Employer will reimburse for one eye examination every twenty four (24) months, if not covered by OHIP.

Parameds to a combined maximum of one thousand five hundred dollars (\$1,500.00) per year (Massage Therapy, Chiropractic Therapy, Physio Therapy) subject to the carrier's limitations.

Hearing Aids: Effective on the Date of Ratification, expenses to be a maximum of three hundred dollars (\$300.00) per sixty (60) consecutive months. 100% of premium cost covered by the Employer with no deductibles. Note: This benefit does not extend to replacement batteries.

(c) Life Insurance Plan: 100% of the premium to be paid by the Employer. The amount of insurance will be two and one half times (2.5x) the employee's annual salary rounded to the next \$1,000.00.

(d) Dental Plan:

Effective **date of ratification**, 100% of the premium costs to be paid by the Employer and **2018 ODA Fee Schedule**:

Effective April 1, **2019**, 100% of the premium costs to be paid by the Employer and **2019 ODA Fee Schedule**.

**Effective April 1, 2020, 100% of the premium costs to be paid by the Employer and 2020 ODA Fee Schedule.**

Dental Plan includes 50% co-pay for crowns and bridges and 100% Employer paid premium for orthodontics (up to a lifetime maximum of two thousand dollars (\$2,000.00) per child up to age 18).

(e) Long Term Salary Continuance Insurance Plan: 100% of the premium to be paid by the employee. Such coverage shall be the equivalent of sixty-six and two-thirds ( $66 \frac{2}{3}$ ) of an employer's regular salary up to a monthly maximum of one thousand five hundred dollars (\$1,500.00).

(f) Retirement Benefit: For those full time employees who retire and have a total of twenty (20) years continuous service with the Employer, the Employer will pay fifty percent (50%) and the employee will pay fifty percent (50%) of the premium for basic group insurance coverage for health, dental and term life insurance until the employee's sixty-fifth birthday. Participation in the plan is optional for the employee. Failure of the employee to remit their portion of the premium to the Employer as required shall result in termination of the coverage. A lifetime membership to the Municipal Retirees Organization of Ontario shall be provided.

(g) Employee Assistance Program (EAP): The Employer agrees to pay the full contribution costs for the Employee Assistance Program (EAP) for all eligible employees.

(h) Subject to the carrier's limitations, in the event of the death of an employee, the Employer will pay the premium for supplemental health and dental benefits in accordance with Article 13.01 for his/her family for a period no longer than twelve (12) months or the time at which the employee would have turned sixty-five (65), whichever occurs first. That said, such benefit will be provided for at least three (3) months so that if the employee dies within three (3) months of

his/her 65<sup>th</sup> birthday, this benefit will be provided for three (3) months from the date of death.

### **13.02**

The details of any plans and requirements of the carriers are detailed in the employee's information booklet and reference to that booklet should clarify any questions. The Employer will supply copies of Master Policy of Benefit Plan upon request to the Union.

### **13.03**

The carrier of any insurance or other benefits will be the Employer's choice. Should the carrier be changed during the term of this Agreement, the coverage shall be no less than that presently being provided to the employees. **The employer will provide a copy of the proposed benefit plan to the Union at least sixty (60) days in advance of a change in carrier so that the Union can compare the coverage levels.**

### **13.04**

The Employer's premium cost will continue as long as the employee is on the active payroll. In no event during continuing absence shall the benefits be continued for more than three (3) months. If, at that time, arrangements can be made with the employee to pay the full cost of such benefits, such request will be granted by the Employer subject to the carrier's limitations.

### **13.05**

All employees shall, as a condition of employment, participate in the Ontario Municipal Employee's Retirement System integrated with the Canada Pension Plan. Payments will be made jointly by the Employer and the employee on an equal basis.

### **13.06 Wellness Strategy [PDT]**

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

Therefore, a Health Spending Account will be provided subject to the following conditions:

**April 1<sup>st</sup>, 2018: \$1,000**

**April 1<sup>st</sup>, 2019: \$1,000**

**April 1<sup>st</sup>, 2020: \$1,000**

The account would pay all active eligible full-time and part-time employees for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

- (a) have a one year roll-over consistent with CRA rules may be accumulated in a health spending account
- (b) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules

- (c) be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans
- (d) be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix A".

## ARTICLE 14 – SICK LEAVE

### 14.01

Any employee who finds it necessary to be absent because of illness or accident shall notify their Manager, or designate within the first working hour of the day. Failure to give such notification may exempt the absent employee from qualification for the sick leave pay, **unless the employee provides a reason for the failure to notify that is satisfactory to the Employer.**

### 14.02

The Employer may investigate any and all absences under this plan and the requirements of a medical certificate upon request. Such investigations will be carried out in a reasonable manner. Employees may have time off work without loss of pay for medical and dental appointments and such time will be deducted from any sick leave bank. Arrangements for such time off must be made by the employee with his/her Manager. In addition, prior to returning to work after a medical leave, employees may be requested to obtain a medical certificate of fitness to return to work and the cost of the return to work certificate will be paid by the Employer.

### 14.03

- (1) Sick leave credit shall begin as of the first day of employment. Employees with a seniority date prior to October 31, 1980 shall be allowed twenty (20) working days sick leave per year and may accumulate such sick leave as it is not used to a maximum of eighty (80) working days. Upon retirement or upon layoff for a period longer than eighteen (18) months, upon resignation after twenty (20) years of service, fifty percent (50%) of the unused portion of sick leave is payable to the employee.
- (2) Employees with a seniority date after October 31, 1980 shall accumulate one and one-half (1-1/2) days sick leave for each calendar month of continuous service with the Employer, eighteen (18) days per year, and may accumulate such sick leave as it is not used to a maximum of **ninety (90)** working days. Upon retirement or upon layoff for a period longer than eighteen (18) months, upon resignation after twenty (20) years of service, fifty percent (50%) **up to eighty (80) days** of the unused portion of sick leave is payable to the employee, subject to the following service requirements:

Upon layoff the above entitlement shall be paid at the conclusion of the eighteen (18) month recall period after the above layoff.

Upon the date of retirement the above entitlement shall be paid.

- (3) For the purpose of accumulation of sick leave credits under this Article, it is agreed and understood that:

- (a) Employees who are hired or return to active employment prior to the 15th of the month shall accrue one (1) sick leave credit for such month. Employees who resign, are terminated, laid off or retired prior to the 15th of the month shall accrue one-half (1/2) sick leave credit for such month.
- (b) Employees who are hired or return to active employment after the 15th of the month shall accrue one-half (1/2) sick leave credit for such month. Employees who resign, are terminated, laid off or retired after the 15th of the month shall accrue one (1) sick leave credit for such month.

#### **14.04**

In the event of an accident to an employee for which they are eligible to receive Workplace Safety and Insurance Board benefits, the employee's salary shall be continued and fifteen percent (15%) per day shall be deducted from the sick leave bank. The Workplace Safety and Insurance Board payments received by the employee shall be remitted to the Employer until the sick leave bank is exhausted.

#### **14.05**

Should an employee exhaust his/her sick leave bank, he/she may request a separation certificate to qualify for the Employment Insurance Commission sick benefit program until he/she becomes eligible for the Long Term Salary Continuance Insurance plan.

#### **14.06**

Employees shall be allowed to utilize their sick leave bank with verifiable illness or injury with respect to their spouse, common-law spouse, same sex partner, child, step-child or parent to a maximum of **six (6)** calendar days per year.

### **ARTICLE 15 – UNION DUES**

#### **15.01**

The Employer agrees to deduct from employees including students, a sum equivalent to the amount of union dues and/or assessments as advised by the Union.

#### **15.02**

The Employer shall remit prior to the 15th of the following month in which the deductions are made such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.

### **ARTICLE 16 – LEAVE OF ABSENCE**

#### **16.01**

- (a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for a leave of absence is subject to reasonable notice in writing to the Executive Director or his/her designate and, in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline, which may include

dismissal. The granting of such leave of absence shall not be unreasonably withheld.

- (b) Leaves of absence will be governed by the following guidelines:
- (i) Leave of absence will generally be restricted to employees having completed two (2) years of service.
  - (ii) No employee will be granted leave of absence to accept or explore other employment of any nature. Notwithstanding the foregoing, the Employer in its sole discretion may grant a leave of absence to an employee for the purposes of a secondment to another Children's Aid Society or Child Welfare Agency. Approvals for secondment shall not be precedent setting.
  - (iii) An employee accepting a vacancy outside the bargaining unit or secondment will retain seniority acquired at the date of leaving the unit for a period not exceeding twelve (12) calendar months during which time he/she shall have the option of returning to the bargaining unit. No employee, having completed an appointment of twelve (12) months outside the Bargaining Unit shall be reappointed outside the Bargaining Unit for an eighteen (18) month period. If such employee returns to the bargaining unit he/she shall be placed in a job consistent with his/her seniority.
  - (iv) The **Employer** recognizes the right of an employee to participate in public affairs providing such participation does not conflict with the aims and objectives of the **Employer**. Upon written request the **Employer** may allow an unpaid leave of absence so that an employee may be a candidate in Federal, Provincial, or Municipal elections. It is understood that the term "Municipal Election" in the foregoing shall be defined as the election of municipal politicians and school board trustees.
  - (v) An employee who is elected to public office may be allowed an unpaid leave of absence without loss of seniority during his/her first term of office.
  - (vi) Provided the Union gives the Employer eight (8) weeks written notice in advance of the commencement of the leave, the Employer shall approve leaves of absence to a maximum of two (2) years without loss of seniority and without pay for employees to accept temporary assignments with the Union.

## 16.02

Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the Executive Director and such renewal shall not be unreasonably withheld.

### 16.03

- (a) The Union may apply for a leave of absence on behalf of employees without pay to attend conventions, training, secondment and/or seminars as delegates of the Union. The granting of such leaves of absence shall be considered by the Employer and shall not exceed five (5) working days duration at any one time and shall be limited to not more than two (2) employees. If the granting of such request would disrupt the efficient operation of the service, the Employer may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Employer for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.
- (b) In addition to the foregoing, the Union may apply for a leave of absence on behalf of Local and Unit executive members without pay to attend conventions, training, secondment and/or seminars as delegates of the Union. The granting of such leaves of absence shall be considered by the Employer and shall not exceed ten (10) working days duration at any one time and shall be limited to not more than two (2) employees. If the granting of such request would disrupt the efficient operation of the service, the Employer may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Employer for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.

### 16.04

An employee who becomes pregnant will be granted a leave of absence without pay pursuant to the *Employment Standards Act, 2000*, as amended from time to time, subject to the following conditions:

- (a) An employee who leaves the Employer because of a pregnancy or adoption placement, and has indicated a desire to return shall be considered on leave of absence for **pregnancy and/or parental leave, as applicable, under the *Employment Standards Act* for up to the maximum period required by the *Employment Standards Act, 2000*.**
- (b) An employee intending to request **pregnancy and/or parental leave** shall endeavour to notify the Executive Director of such intent at the earliest possible time and where possible at least eight (8) weeks in advance of the expected commencement of the leave. Such notice shall be in writing and shall indicate the anticipated date of return to work.
- (c) Employees granted such leave shall be responsible for maintaining the full amount of premium cost of all benefit plans for any leave period in excess of the provisions contained in the *Employment Standards Act, 2000*.
- (d) It is recognized that employees on Temporary Contracts replacing employees who have been granted **pregnancy and/or parental leave** under this Article shall not accumulate seniority to be used in regard to job postings, transfers, layoff or recall.

- (e) An employee wishing to return to work after completion of the **pregnancy and/or parental leave (which includes adoption leave)** shall notify the Executive Director in writing of her desire to return to work at least four (4) weeks prior to the completion of the maternity leave.
- (f) The Employer will pay an employee who is on pregnancy or parental leave, as defined in the *Employment Standards Act, 2000*, an amount equivalent to **seventy-five percent (75%)** of the employee's normal earnings during the **one (1) week** Employment Insurance waiting period.

#### 16.05

All employees who are required to serve as jurors or subpoenaed as a witness in any Court in Ontario shall be granted a leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his/her jury or witness service, such employee shall present to his/her Manager a satisfactory certificate showing such period of service. Such employee will be paid his/her regular earnings for the period of such jury or witness service, provided he/she shall deposit with the Employer the full amount of compensation received, excluding mileage and travelling expenses, and receives an official receipt. However, should the employee present himself for selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day. It is understood that any subpoenaed witness and the requirements thereto shall be excluded from this Article if such subpoena or witness duty has been the result of employment other than with the Employer.

#### 16.06

- (a) In the event of the death of a spouse, same-sex partner, common-law spouse, **brother-in-law, sister-in-law, or child, step-child, parents, brother, sister, grandparent, grandchild, daughter-in-law, or son-in-law** of an employee or employee's spouse, the Employer agrees to grant time off and make up the employee's regular pay (computed at the employee's straight time rate), for any absence on regular working days up to a maximum of five (5) days, it being understood that the time off must be taken immediately following the death. **In the event that the funeral or memorial service is held at a later date, two (2) of these days may be used for the purpose of attending the funeral or memorial service.**
- (b) An employee shall be granted three (3) days with pay to attend the funeral of an aunt, uncle, niece, and nephew.
- (c) Employees at the discretion of the Employer shall be allowed time off (not to exceed one-half (1/2) day) for each employee with pay to attend the funeral of a fellow employee or retired employee or to serve in a significant capacity in a funeral ceremony.
- (d) **If a relative identified in 16.06 (a) or (b) dies during an employee's vacation, the employee shall utilize the relevant bereavement leave days and the employee will be credited with the vacation days that were replaced with bereavement leave days. The credited vacation shall be scheduled in consultation with and approved by the employee's supervisor. It is agreed**

**that the employee shall notify the supervisor of a death giving rise to bereavement leave as soon as is practical.**

#### **16.07**

In recognition of the many distinct aboriginal cultures and traditions present in the workplace and the importance of holistic well-being and aboriginal **identity**, the Employer shall make every effort to accommodate leaves of absence requested by employees for recognized aboriginal traditions, celebrations and familial relations related to bereavement not otherwise recognized under Article 11 and related to bereavement not otherwise recognized under Article 16.06.

For a distinct aboriginal celebration and/or tradition for which the majority of staff request a leave, such as Aboriginal Day, the Employer shall, subject to operational requirements, operate at minimum staffing levels during the distinct aboriginal celebration and/or tradition.

Requests for leaves under either of the two (2) paragraphs may be granted as one (1) of the following options:

- (1) Vacation
- (2) Flex Time
- (3) Leave of Absence without Pay.

#### **16.08**

Employees wishing to take educational courses related to their employment must advise the Executive Director of the nature of the course and the approximate cost involved. If the course is approved, the employee will be reimbursed for the tuition fees upon successful completion of the course and submission of an account in accordance with the **Human Resources Policy, as amended from time to time**. Employees shall suffer no loss of pay for attendance or writing examinations relating to such courses. The Employer shall post notices of any forthcoming training courses.

#### **16.09**

**The Employer may grant up to two (2) weeks unpaid leave of absence upon written request of an employee for time off in order to attend to matters relating to the transition of a child into kinship care with the employee. It is understood that compensatory time or vacation may be used rather than unpaid leave.**

### **ARTICLE 17 – GENERAL**

#### **17.01**

The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.

**17.02**

The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union and pledges that it, each of its duly authorized officers and representatives and the employees covered by this Agreement, shall observe the provisions of this Agreement.

**17.03**

All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine.

**17.04**

Notices required to be given under any provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairperson, in case of the Employer be directed to the Executive Director, except as otherwise designated.

**17.05**

Schedules 1, 2, 3 attached hereto form part of this Agreement.

**17.06**

The parties agree that it is in the best interest of everyone concerned to have a Health and Safety Committee to satisfy the requirements as outlined in the *Occupational Health and Safety Act*, as amended from time to time.

**17.07**

The Employer shall provide bulletin boards on which the Union shall have the right to post notices of meetings and other such notices as may be approved by the Employer.

**17.08**

Employees authorized to use their vehicles will be compensated for such use, within a calendar year, at the rate of \$0.52 per kilometre.

**17.09**

Any employee who is authorized to work a minimum of two (2) hours beyond his/her scheduled quitting time shall be entitled to be reimbursed for their meal to a maximum of twenty dollars (\$20.00) upon submission of receipts satisfactory to the Employer.

**17.10**

The Employer shall continue for the term of this Agreement the Legal Expense Insurance Policy in effect upon the Date of Ratification. The Premium cost to be paid by the Employer.

- (a) The Employer shall extend the services of the legal counsel utilized by the Employer at coroner's inquests to all employees and former employees that may be required to participate in a coroner's inquest.
- (b) In a situation where a worker is assaulted, threatened including death threats and/or threats of bodily harm, or stalked in the course of their duties, if they exercise their right to lay charges, after consultation with the Employer, they shall be granted leave of absence without loss of regular pay for any related meetings and/or court hearings.

### 17.11

It will be recommended to the Board to supply a copy of any insurance policy held by the Board which would be affected by any action of the employees.

### 17.12

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

### 17.13 Process of PDT Referral To Local Tables and Dispute [PDT]

- (1) (a) The Employers group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that ratification of Parts 9 to 16 of the Consensus Agreement dated June 4, 2011 by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend ratification of Parts 9 to 16 of the Consensus Agreement dated June 4, 2011.
- (b) Where there is a dispute between local parties regarding the incorporation of the above Parts of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to the Consensus Agreement dated June 4, 2011 may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (c) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the Consensus Agreement dated June 4, 2011 the provisions of the local collective agreement shall be used to resolve such disputes.
- (d) Where there is a dispute between the Employers group and Union group parties to the Consensus Agreement dated June 4, 2011 regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that (iii) above applies to it, the dispute shall be referred to final and binding arbitration as follows:
  - (2) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
  - (3) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
  - (4) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario *Labour Relations Act*, 1995. The arbitrator will not have the authority to add to, modify or delete any part of the Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
  - (5) If the parties are unable to agree on an arbitrator as per (iv) (1) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or his designate.

For the purpose of this Article Consensus Agreement Articles are noted as “[PDT]”.

**17.14**

The Employer shall reimburse an employee all costs related to the renewal of his/her “F” licence where such licence is a requirement of the position held by the employee.

**17.15**

Should an employee’s insured motor vehicle be damaged by a client in the normal course of his/her duties, the Employer will reimburse the employee for the cost of the employee’s deductible up to a maximum of five hundred dollars (\$500.00) providing that, after consultation with the Employer, the employee reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report along with proof the employee has submitted an insurance claim. If the cost of repairing the damage is less than the employee’s deductible, the Employer will reimburse the employee the actual cost of the repair once completed, up to a maximum of five hundred dollars (\$500.00), providing that the employee provides the Employer with two (2) repair estimates and, after consultation with the Employer, reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report.

**17.16**

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

**17.17**

Definition: Technological Change shall be defined as change as a result of the introduction of computers, systems, or software different in nature to that previously utilized by the Employer, and/or that would require new or different skills from those possessed by affected employees.

Training: If the Employer introduces new computers, systems, software or electronic mail, which requires new or different skills than those already possessed by employees who will be affected by such changes, the Employer will provide the affected employees with a reasonable training period in order to allow those employees to acquire the necessary skills.

**ARTICLE 18 – DURATION**

**18.01**

Unless changed by mutual consent, the terms of this Agreement shall continue in effect until March 31, **2021**, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

**18.02**

Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.

**18.03**

If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement

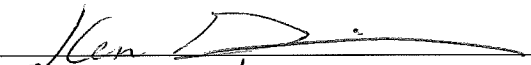
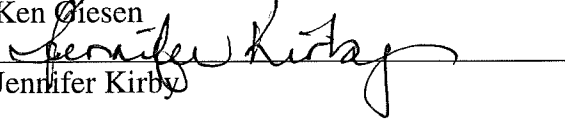
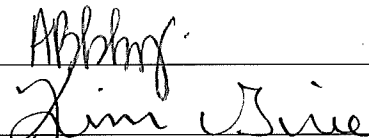
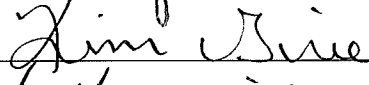
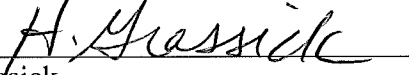
shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario *Labour Relations Act*, 1995 have been completed, whichever date should first occur.

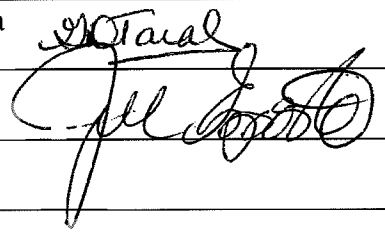
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 30 day of October, 2019.

FOR:

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES  
(Children's Aid Society)**

**BRANT FAMILY AND CHILDREN'S  
SERVICES.**

  
\_\_\_\_\_  
Ken Giesen  
  
\_\_\_\_\_  
Jennifer Kirby  
\_\_\_\_\_  
Anita Bibby  
  
\_\_\_\_\_  
John Middleton  
  
\_\_\_\_\_  
Kim Grieve  
  
\_\_\_\_\_  
Heather Grassick  
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\_\_\_\_\_  
Gissele Taraba  
  
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Jill Esposto  
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**SCHEDULE 1 – WAGE GRIDS**

<b>Social Worker 1</b>					<b>Human Services 1</b>			
	2%	1.75%	1.75%			2%	1.75%	1.75%
Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20	STEP	Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20
73,712	75,186	76,502	77,841	7	50,285	51,291	52,188	53,102
71,385	72,813	74,087	75,383	6	48,288	49,254	50,116	50,993
69,058	70,439	71,672	72,926	5	46,293	47,219	48,045	48,886
66,730	68,065	69,256	70,468	4	44,300	45,186	45,977	46,781
64,402	65,690	66,840	68,009	3	42,303	43,149	43,904	44,672
62,074	63,315	64,424	65,551	2	40,308	41,114	41,834	42,566
59,747	60,942	62,008	63,094	1	38,312	39,078	39,762	40,458
<b>Human Services 2</b>					<b>Legal Assistant</b>			
Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20	STEP	Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20
32,370	33,017	33,595	34,183	7	60,395	61,603	62,681	63,778
31,752	32,387	32,954	33,531	6	58,399	59,567	60,609	61,670
31,131	31,754	32,309	32,875	5	56,403	57,531	58,538	59,562
30,512	31,122	31,667	32,221	4	54,407	55,495	56,466	57,454
29,893	30,491	31,024	31,567	3	52,413	53,461	54,397	55,349
29,275	29,861	30,383	30,915	2	50,417	51,425	52,325	53,241
28,657	29,230	29,742	30,262	1	48,422	49,390	50,255	51,134
<b>Unit Assistant</b>					<b>Accounting/Legal Clerk</b>			
Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20	STEP	Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20
48,305	49,271	50,133	51,011	7	51,549	52,580	53,500	54,436
47,573	48,524	49,374	50,238	6	50,817	51,833	52,740	53,663
46,844	47,781	48,617	49,468	5	50,085	51,087	51,981	52,890
46,111	47,033	47,856	48,694	4	49,354	50,341	51,222	52,118
45,380	46,288	47,098	47,922	3	48,621	49,593	50,461	51,344
44,647	45,540	46,337	47,148	2	47,890	48,848	49,703	50,572
43,914	44,792	45,576	46,374	1	47,158	48,101	48,943	49,799
<b>Accounting</b>					<b>Mail/File Clerk/Scanner/Archives</b>			
Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20	STEP	Apr 1/17	Apr 1/18	Apr 1/19	Apr 1/20
44,247	45,132	45,922	46,725	7	38,842	39,619	40,312	41,018
43,527	44,398	45,174	45,965	6	38,218	38,982	39,665	40,359
42,807	43,663	44,427	45,205	5	37,591	38,343	39,014	39,697
42,087	42,929	43,680	44,444	4	36,966	37,705	38,365	39,037
41,368	42,195	42,934	43,685	3	36,340	37,067	37,715	38,375
40,648	41,461	42,187	42,925	2	35,716	36,430	37,068	37,717
39,929	40,728	41,440	42,166	1	35,093	35,795	36,421	37,059
<b>After Hours</b>								
	Apr 1/17	2% Apr 1/18	1.75% Apr 1/19	1.75% Apr 1/19				
Regular	219.78	224.18	228.10	232.09				
Statutory Holiday	329.67	336.26	342.15	348.14				

## **NOTES TO SCHEDULE 1:**

All increases are applied to the top of the grid and the step differential is kept the same for each category. All positions are at pay equity as of April 1, 2004

This satisfies our goals set in 1994 to reduce the grid to seven (7) steps and to achieve the Pay Equity targets in all classifications.

1. The job categories set out in Schedule 1 include the following:

### **Social Worker Category I**

1. Intake, Crisis Intervention & Assessment Worker
2. Family Services Worker
3. Children Services Worker
4. Resource Services Worker
5. Adoption Services Worker
6. Family Support Worker

### **Human Services I**

7. Child and Family Worker
8. Child Development Worker

### **Human Services II**

9. Access Care Facilitator
10. Court Process Server
11. Driver

### **Legal Assistant**

12. Legal Assistant

### **Unit Assistant**

13. Unit Assistant
14. CWIS Data Entry Clerk
15. Transportation Co-ordinator

### **Accounting Clerk & Legal Clerk**

16. Records/Board Home Records Clerk
17. Accounts Payables Clerk

### **Accounting**

18. File Disclosure Clerk

### **Mail Clerk/File Clerk/Scanner/Archives**

19. Archives
20. Mail Clerk
21. Scanner
22. File Clerk

2. The Steps for placement on the Schedule and for incremental adjustments, if applicable are those set out on Schedule 1.
3. For the purpose of determining eligibility for the annual incremental adjustment, employees who are absent from work for thirty (30) consecutive calendar days or more during the calendar year, exclusive of vacation, shall have their anniversary date of employment adjusted by the length of absences from work.
4. Stand By Allowance:  
Employees who are directed to be on stand-by shall be compensated on the same basis as After Hours Service Contract Personnel.
5. **All unauthorized workers will start at Step 1 of the wage grid.**

**SCHEDULE 2 – TEMPORARY CONTRACT PERSONNEL  
(INCLUDES AFTER HOURS)**

1. (a) Temporary Contract personnel are those persons hired for a specific program or term according to the funding available.
- (b) Temporary Contract Personnel are covered by all the conditions of the Collective Agreement with the exception of: Article 8 - Seniority, Promotions, Employee Changes, Job Postings, Lay-Off and Recall; Article 9 - Hours of Work; Article 12 - Vacations; Article 13 - Benefit Plan; Article 14 - Sick Leave; Article 16 - Leave of Absence.

Note: Notwithstanding the exception of Article 16 Temporary Contract Personnel shall be entitled to Bereavement Leave as per Article 16.06.

2. (a) Temporary Contract personnel shall not accumulate seniority during the term of their contract of employment.
- (b) Temporary Contract personnel may be discharged from employment or may resign from employment upon ten (10) days' notice. The discharge of a Temporary Contract person shall not constitute a dispute and shall not be subject to the grievance and arbitration provisions of the Agreement.
- (c) In the event that a Temporary Contract person is hired to fill a full time position covered by the terms of this Agreement, such person shall have his/her seniority computed as of their most recent date of hire into the contract position, it being understood that 1,755 hours worked equals one (1) year's seniority.
- (d) For the purpose of clarity Temporary Contract personnel will be considered as applicants from outside the bargaining unit for any permanent vacancies that arise under Article 8 of the Agreement.
- (e) The regular hours of work shall be determined by the Employer.
3. (a) The rate of pay for contract personnel will be no less than the minimum rate of Human Services Worker Category II, plus *Employment Standards Act*, 2000 provisions. Contracts prior to date of ratification will retain existing working conditions.
- (b) The rate of pay for contract clerical personnel will be no less than the minimum rate of Level 1 of the Clerical Salary Schedule plus *Employment Standards Act*, 2000 provisions. Contracts prior to date of ratification will retain existing working conditions.
4. In the event that a reduction of the work force is required, employees covered by the terms of the full time collective agreement may exercise their seniority to displace Temporary Contract personnel provided such full time employees who displace Temporary Contract personnel on the basis of seniority have the qualifications, skills, ability, experience, training and willingness to perform the duties being performed by the

Temporary Contract personnel. Should the full time employees exercise their rights by displacing a contract employee, the rate of pay shall be the rate for the job of the contract employee.

### **AFTER HOURS SERVICE CONTRACT PERSONNEL**

1. The Employer shall endeavour to hire a sufficient number of contract personnel for After Hours Service.
2.
  - (a) After Hours Service contract personnel shall not accumulate seniority during the term of their contract of employment.
  - (b) After Hours Service contract personnel may be discharged from employment or may resign from employment upon ten (10) days' notice. The discharge of an After Hours Service contract person shall not constitute a dispute and shall not be subject to the grievance and arbitration provisions of the Agreement.
  - (c) Permanent employees performing After Hours duties shall accumulate one day of service for one day of duty, to be computed annually at year-end, and adjusted to the employee's anniversary date for the following year, for the purpose of determining eligibility for the annual incremental adjustment.
3.
  - (a) After Hours Service will comprise of one week of 9 shifts –

Monday - Friday	5 shifts
Saturday-Sunday	2 day shifts
	2 nights shifts
Total	9 shifts

Compensation will be at a flat rate for each shift with time and one-half for statutory holidays\*. For the purpose of clarity, statutory holidays comprise 2 shifts commencing with the day shift. Compensation is set out in Schedule 1:

\* Statutory holidays mean Paid Holidays as per Article 11.01 plus Christmas Eve Day and New Year's Eve Day.
  - (b) Mileage will be paid to After Hours Service contract personnel in accordance with Article 17.08 of this Agreement. For employees outside the Society's jurisdiction, mileage will be computed from the Brant County Line.
4. In the event that a reduction of the work force is required, employees covered by the terms of the full time Collective Agreement may exercise their seniority to displace After Hours Service contract personnel provided such full time employees who displace After Hours Service Contract Personnel on the basis of seniority have the qualifications, skills, ability, experience, training and willingness to perform the duties being performed by the After Hours Service contract person. Should the full time employees exercise their rights by displacing a contract employee, the rate of pay shall be the rate for the job of the contract employee.

5. In the event that two (2) After Hours Service Contract Personnel are scheduled to work a shift and one (1) worker advises the After Hours Manager two (2) hours whenever possible prior to the commencement of his/her shift that he/she is not available to work and such worker is not replaced, the remaining worker shall be paid a shift bonus of **one hundred dollars (\$100.00)**.
6. In the event that an After Hours Service Contract Personnel is required to report to work by the Society prior to the commencement of his/her regularly scheduled shift or is required by the Society to remain on shift following the end of his/her regularly scheduled shift, he/she shall be paid for such hours worked at the maximum hourly rate of the Social Worker 1 Grid.

### **Health Spending Account**

1. For the purpose of the Health Spending Account (Article 13.06), After Hours Service Personnel are not eligible. Further, only Temporary Contract Personnel who are hired for a term of twelve (12) months or more are eligible for the above noted Health Spending Account.

## **SCHEDULE 3 – PART-TIME AGREEMENT**

### **ARTICLE 1 - RECOGNITION AND COVERAGE**

#### **1.01**

The Employer recognizes the Union as the exclusive bargaining agent for all the employees covered by this Agreement as set forth in the Schedule of Wage Rates attached hereto, for the employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except all those employees who are included in Article 2, Recognition and Coverage, Article 2.01 of the Full-Time Agreement and those employees covered under the Brant Family and Children's Services - Native Services Branch Collective Agreement.

### **ARTICLE 2 - EXCLUSION OF THE CONDITIONS AS OUTLINED IN THE COLLECTIVE AGREEMENT**

#### **2.01**

The parties agree the employees cited in Article 1, sub-section 1.01 are covered by all the conditions in the Full-Time Agreement with the exception of the following Articles:

- Article 12 – Vacations;
- Article 13 – Benefit Plan;
- Article 14 – Sick Leave;
- Article 16 – Leave of Absence

Note: Notwithstanding the exception of Article 16, the employees covered under this Schedule shall be entitled to Bereavement Leave as per Article 16.06.

Notwithstanding the exception of Article 14, the Employer agrees to the following: In the event that a full time employee becomes a permanent part time employee such employee shall have his sick leave accumulated to the date of transfer capped as of the date of transfer. Provided such employee remains a part time permanent employee, he shall be entitled to utilize his sick leave time in accordance with Article 14.01, 14.02 until such sick leave bank has been exhausted. It is understood that any sick leave shall expire upon termination, resignation, layoff or retirement.

#### **2.02**

Part-time employees will be granted vacations with pay in accordance with the *Employment Standards Act, 2000*.

#### **2.03**

Part-time employees will be paid their 4% **or** 6% vacation pay on regularly scheduled paydays.

#### **2.04**

In the event the Employer closes the Agency offices, part-time employees will be eligible for payment of their regular scheduled work hours for such time as the Agency offices are closed.

## **ARTICLE 3 - SENIORITY**

### **3.01**

For the purpose of measuring the progress through the range, the employee's starting date will be considered as the seniority date and employees will progress through the range based upon **1755** hours' work equals one (1) years' service. - Access Care Facilitators (are covered under this Schedule)

### **3.02**

Access Care Facilitators who are scheduled to work and who receive less than forty-eight (48) hours notification by the Employer that their assigned duties have been cancelled, shall be paid for their scheduled hours at their regular rate of pay.

The Employer has the right to re-assign other duties within the job description during the scheduled work hours.

Access Care Facilitators who receive notice of a cancellation of scheduled work with forty-eight (48) hours' notice shall not be paid for their scheduled hours.

The parties agree that the Access Care Facilitators cited in Article 3.02 are covered by all the conditions in the Full-time Agreement with the exception of the following Articles:

- Article 9 - Hours of Work
- Article 12 - Vacations
- Article 13 - Benefit Plan
- Article 14 - Sick Leave
- Article 16 - Leave of Absence

Note: Notwithstanding the exception of Article 16, the employees covered under this Schedule shall be entitled to Bereavement Leave as per Article 16.06.

## **ARTICLE 4 - SCHEDULED HOURS OF WORK**

### **4.01**

Employees covered under this Schedule 3 who are scheduled to work and who refuse to work or are unwilling to work for a period of two (2) consecutive calendar months shall lose their seniority and be deemed to have terminated their employment with the Employer.

## **ARTICLE 5 - HEALTH SPENDING ACCOUNT**

### **5.01**

For the purpose of the Health Spending Account (Article 13.06), Access Care Facilitators and Part-time employees shall only be eligible for the Health Spending Account provided they qualify as set out in the attached Letter of Understanding, that being they have averaged between twenty-two (22) and twenty-four (24) hours of work per week per fiscal year. (See Letter of Understanding for details).

**5.02****BENEFIT PLANS**

Effective within sixty (60) days of the Date of Ratification, upon completion of three (3) months' continuous service, and subject to the carrier's limitations, part-time employees shall be eligible to opt-in to the benefit plans as per Article 13.01 of the Agreement. The Employer shall pay fifty percent (50%) of the associated premiums and the employee shall pay fifty percent (50%) of the premiums.

## APPENDIX A – ELIGIBLE EXPENSES FOR HCSA

Green Shield Canada has a list of eligible and ineligible expenses for Healthcare Spending Accounts (HCSA). **Go to the Greenshield website at [greenshield.ca](http://greenshield.ca) and type “Health care spending” into the search bar at the top right. It will take you to the list.**

Please note that the list may not be complete. For additional information or details, please visit the Canada Revenue Agency website at [ww.cra-arc.gc.ca](http://ww.cra-arc.gc.ca). The list does not include any medical item or procedure that Green Shield Canada already recognizes as a benefit under a traditional benefit plan. Those already recognized can be claimed through HCSA except for childcare, scholarship, tuition and any surgery or treatment that is strictly cosmetic and not medically necessary.

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

(the "Union")

**Letter of Understanding Re: Policies**

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement which expires March 31, 2018 with respect to the following:

The parties agree to adhere to the following Policies. The Employer shall consult with the Union Management Committee prior to amending these Policies. These Policies shall not form part of the Collective Agreement.

- i. 16.4 "Harassment, Violence, Bullying and/or gossip in the Workplace
- ii. HR 17.2 Security System
- iii. HR 16.6 Safety Protocol for Front Line Staff
- iv. HR 16.7 Alert Protocol
- v. HR 16.5 Domestic Violence in the Workplace Policy

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children's Aid Society)

Ken Giesen  
Jennifer Kirby  
John Middleton  
Kim Grieve  
Anita Bibby  
Heather Grassick

**BRANT FAMILY AND CHILDREN'S  
SERVICES**

Gissele Taraba  
Jill Esposto

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

(the "Union")

**Letter of Understanding Re: Access Care Facilitators**

**Health Spending Account [PDT]**

**Re: Access Care Facilitators and Part-time Employees**

In accordance with Article 5.01 of Schedule 3, Access Care Facilitators and Part-time employees who have averaged between twenty-two (22) and twenty-four (24) hours of work per week shall be eligible for the HSA (Article 13.06) for the period from the Date of Ratification provided they continue to work as Access Care Facilitators between twenty-two (22) and twenty-four (24) hours per week during this period.

The Employer shall review their continued eligibility. Continued eligibility for Access Care Facilitators or Part-time employees shall be based upon such employee(s) working an average between twenty-two (22) and twenty-four (24) hours per week in their respective classification.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children's Aid Society)

**BRANT FAMILY AND CHILDREN'S  
SERVICES**

Ken Giesen  
Jennifer Kirby  
John Middleton  
Kim Grieve  
Anita Bibby  
Heather Grassick

Gissele Taraba  
Jill Esposto

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

(the "Union")

**Letter of Understanding Re: Van Drivers**

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement which expires March 31, 2021 with respect to the following:

It is understood between the parties that new employees hired as Van Drivers will be placed on the Human Services 2 Grid at Step 4.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children's Aid Society)

**BRANT FAMILY AND CHILDREN'S  
SERVICES**

Ken Giesen  
Jennifer Kirby  
John Middleton  
Kim Grieve  
Anita Bibby  
Heather Grassick

Gissele Taraba  
Jill Esposto

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN’S SERVICES**

(the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children’s Aid Society)**

(the “Union”)

**Letter of Understanding - Local Superior Provisions [PDT]**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4th, 2011 states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement and where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed Collective Agreement, unless mutually agreed locally by the parties. The parties to this Collective Agreement agree that the aforementioned superior provisions obligation had been fulfilled by the terms of the April 1, 2016 to March 31, 2018 Collective Agreement.

This letter of understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement, grievance or arbitration. This letter of understanding shall remain in full force and effect for the term of this Collective Agreement and shall not automatically renew at the expiry of the April 1, 2018 to March 31, 2021 Collective Agreement except by express agreement of the parties.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children’s Aid Society)

**BRANT FAMILY AND CHILDREN’S  
SERVICES**

Ken Giesen  
Jennifer Kirby  
John Middleton  
Kim Grieve  
Anita Bibby  
Heather Grassick

Gissele Taraba  
Jill Esposito

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

(the "Union")

**Letter of Understanding forming part of the Collective Agreement - Benefits Savings [PDT]**

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, if, during the term of this Collective 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 at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
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(Children's Aid Society)

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## LETTER OF UNDERSTANDING

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

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### **Letter of Understanding - Provincial Discussion Table and Sub-Committees [PDT]**

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

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

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

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
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Heather Grassick

**BRANT FAMILY AND CHILDREN'S  
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Gissele Taraba  
Jill Esposto

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children's Aid Society)**

(the "Union")

**Letter of Understanding - Aboriginal Considerations [PDT]**

It is recognized that significant changes with respect to Aboriginal Services, both in legislation and practice, is required and anticipated. There may be current practices and /or matters of evolving self determination that require specific consideration and may not be fully consistent with the Consensus Agreement dated June 4, 2011. These matters will be bargained locally and take precedence over the provisions in the Consensus Agreement dated June 4, 2011.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

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(Children's Aid Society)**

(the "Union")

**Human Resource Adjustment Plans (HRAP) [PDT]**

The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Appendix B", and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.

HRAPs are intended to minimize adverse impacts during those integrations.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children's Aid Society)

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**APPENDIX B**

**CASPDT Human Resources Adjustment Plans (“HRAP(s)”)**

**PROVINCIAL DISCUSSION TABLE (PDT)  
CONSENSUS AGREEMENT**

**between**

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

**- and -**

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

**- and -**

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

**- and -**

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

**- and -**

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

**June 3rd, 2011**

**PREAMBLE**

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

**ARTICLE 1 – SCOPE AND PURPOSE**

**1.01** This document is intended to set out general guidelines and principles regarding child welfare sector integrations during the term of this agreement which are mandated by the Ministry and for which local Human Resources Adjustment Plans (HRAP) are required to be negotiated. Subject to the following terms, these principles will serve as the

framework for the treatment of bargaining unit employees and will apply to subsequent negotiations with unions, as may be required, as part of an integration arising within the context of the Ontario *Labour Relations Act* (OLRA) or PSLRTA, whichever is applicable.

- 1.02 Employees who may be impacted by an integration are valued and are to be treated fairly and respectfully. The parties agree that they will make reasonable efforts to reduce any negative affect on employees as a result of an integration in accordance with the following.

## **ARTICLE 2 – GENERAL**

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the *Employment Standards Act*, and collective agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

## **ARTICLE 3 – DEFINITIONS**

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

**3.04** “**Local parties**” is defined as the local trade union(s) and employers directly impacted by an integration.

#### **ARTICLE 4 – SENIORITY**

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

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

#### **ARTICLE 5 – ACCESS TO WORK**

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

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

move with their work, subject to staffing requirements set out in paragraph (a), supra.

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

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

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

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

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

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

**7.01** In the event of layoff due to an integration, the employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications, skills and ability to perform the work.

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

- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or

- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-two (26) weeks' pay inclusive of obligations under the *Employment Standards Act, 2000*.

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

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

- 8.01** Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.
- 8.02** The Local HRAP shall include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

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

- 9.01** Disputes between an employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:
  - (a) An arbitrator will be selected by mutual agreement of the parties within thirty (30) days of the initial event giving rise to the dispute, failing which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.
  - (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
  - (c) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
  - (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable collective agreements.
  - (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
  - (f) Time limits may be extended in writing by mutual agreement.

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

- 10.01** The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.

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

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN’S SERVICES**

(the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(Children’s Aid Society)**

(the “Union”)

**Letter of Understanding –Transportation Coordinator and CWIS Data Entry Clerk**

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement which expires March 31, 2021 with respect to the following:

The parties had agreed to place the Transportation Coordinator and CWIS Data Entry Clerk positions on the same salary grid as the Unit Assistant effective April 1, 2014.

The Transportation Coordinator and CWIS Data Entry Clerk positions will remain on that salary grid until such time as the Pay Equity process can be finalized in the future. Should the Pay Equity process result in a lower rate pay scale, the positions will be red circled resulting in no loss in pay from the Unit Assistant salary grid.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**  
(Children’s Aid Society)

**BRANT FAMILY AND CHILDREN’S  
SERVICES**

Ken Giesen  
Jennifer Kirby  
John Middleton  
Kim Grieve  
Anita Bibby  
Heather Grassick

Gissele Taraba  
Jill Esposito

**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

(the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

(the "Union")

**Letter of Understanding –Professional Affiliation**

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement which expires March 31, 2021 with respect to the following:

The parties hereby agree that should there be a ministry directive, regulation or legislation that mandates child protection workers to become part of the college of social workers, the Employer shall notify the union within one (1) week of receiving such notice from the ministry. The parties agree to meet within ten (10) business days to determine terms of implementing such a mandate, including, but not limited to a discussion about:

- The impact on current bargaining unit members;
- Strategies for mitigating any detrimental effects on bargaining unit members;
- Payment of affiliation fees;
- Date of implementation;
- Upgrading of skills and/or qualifications; and
- A process for dealing with complaints arising from the college.

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**

(Children's Aid Society)

**BRANT FAMILY AND CHILDREN'S  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**BRANT FAMILY AND CHILDREN'S SERVICES**

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**Letter of Understanding – ECE Registration for Child Development Workers**

**The Employer agrees to reimburse the annual registration fee for Child Development Workers who are required by the Employer to be registered with the College of Early Childhood Education. This includes the registration fee for 2018 that an employee may have paid prior to ratification of the Collective Agreement. The employee must provide an invoice and proof of payment to the Employer for reimbursement.**

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
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**LETTER OF UNDERSTANDING**

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**Letter of Understanding –Co-teaming and Crisis Coverage at NSB**

1. The Employer shall develop a Policy during the term of the Collective Agreement regarding co-teaming. Once developed this Policy shall be treated in the same manner as these Policies noted in the Letter of Understanding regarding Policies.

DATED at Brantford, Ontario this 30 day of October, 2019..

**THE CANADIAN UNION OF PUBLIC  
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**Letter of Understanding – Authorization**

**Employees hired prior to November 1, 2017 who were authorized to work in child protection shall be considered authorized.**

**If the OACAS introduces any changes to the authorization process or training requirements, the Employer and the Union shall meet to review the changes within ten (10) days.**

DATED at Brantford, Ontario this 30 day of October, 2019..

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(Children's Aid Society)**

(the "Union")

**Letter of Understanding – National Aboriginal Day**

**The Employer will continue to have an Aboriginal Committee that will plan activities and events on National Aboriginal Day. Staff will be encouraged to attend the events, without loss of pay.**

DATED at Brantford, Ontario this 30 day of October, 2019.

**THE CANADIAN UNION OF PUBLIC  
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**Letter of Understanding – Workload**

**The Parties recognize the importance of workload issues. The Parties agree to establish a Joint Workload Committee that will cover both the Main and NSB bargaining units that will consist of 3 bargaining unit members and 3 Employer members.**

**The Joint Workload Committee will meet within three months of ratification.**

**The Joint Workload Committee shall establish a Terms of Reference for the Joint Workload Committee.**

DATED at Brantford, Ontario this 30 day of October, 2019..

**THE CANADIAN UNION OF PUBLIC  
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**Letter of Understanding - Education Leave**

Effective on the Date of Ratification, **this letter of Understanding applies to** an employee who **previously was covered by the NSB Collective Agreement and who in or after 2018 became covered by the Main Collective Agreement. Such Employee** who does not have the required BSW degree and who has provided the Employer with an educational plan to attain said degree to comply with the condition of their employment, may be granted a leave of absence to complete the degree on the following terms:

1. Service coverage can be maintained to the satisfaction of the Employer;
2. Such leave will be without pay and without benefits;
3. The seniority of the employee on leave shall be retained and accumulated for up to ninety (90) days maximum on a one time basis only; and
4. Such leave shall be determined on an individual case by case basis as approved by the Employer based on the educational plan submitted.

DATED at Brantford, Ontario this 30 day of October, 2019..

**THE CANADIAN UNION OF PUBLIC  
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## LETTER OF UNDERSTANDING

**BETWEEN:**

**BRANT FAMILY AND CHILDREN'S SERVICES**

**(the "Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**(Children's Aid Society)**

**(the "Union")**

### **Letter of Understanding – Coverage**

This will confirm the understanding of the parties regarding reciprocal coverage for the Native Services Branch and the Main Branch.

Coverage may be provided on an Emergency basis only. Emergency basis is defined as a short term period of three months or less and for unexpected absences or sick leaves.

The preferred process of recruiting coverage employees will be through employee volunteers. If volunteers are not forthcoming the Employer may need to temporarily reassign as per Article 4.01.

Mileage will be reimbursed in accordance with Agency travel policies. Travel is reimbursed from the employee's permanent location to their destination. Travel from home to permanent location of work is not reimbursable. However if, as a result of providing coverage in another office, an employee travels a greater distance to the coverage location than he/she normally would to his/her permanent location, the difference in mileage shall be reimbursed. If an employee travels directly from their home to their destination, travel may be claimed for the lesser of from their home or from the office.

Coverage will not impact on an employee's seniority. Specifically, an employee will continue to accrue seniority in his/her home bargaining unit while providing coverage and will not accrue seniority in the bargaining unit where he/she is providing coverage.

Coverage will not impact an employee's tax status.

This letter of understanding may be reviewed with one month's notice as expressed by either party.

DATED at Brantford, Ontario this 30 day of October, 2019..

**THE CANADIAN UNION OF PUBLIC  
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**LETTER OF UNDERSTANDING**

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(the "Union")

**Letter of Understanding - Deemed Qualifications**

- 1. In the event of a layoff, an employee in a job category in Schedule 1 shall be deemed to be qualified in that job category for the purpose of exercising seniority in that job category.**
- 2. For the purposes of applying for a position with the Employer, a former employee who resigned or retired from employment with the Employer shall be deemed to be qualified in the last job category in which the employee was employed prior to the end of his employment. This deemed qualification shall expire eighteen months after the former employee's original resignation or retirement date.**

DATED at Brantford, Ontario this 30 day of October, 2019..

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**LETTER OF UNDERSTANDING**

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**Letter of Understanding – Transition of Aboriginal Cases**

**The Employer (Director of Aboriginal Services, or designate) will meet with both bargaining units monthly for a period of six (6) months following ratification to discuss ongoing issues related to First Nations families, assignment of files, restructuring and workload. After the six month period, the parties may mutually agree to continue meeting for a period of time and/or address issues in Union-Management meetings.**

**The Employer will provide an information update at each meeting regarding the devolution process so that the Union can provide input.**

DATED at Brantford, Ontario this 30 day of October, 2019..

**THE CANADIAN UNION OF PUBLIC  
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**INSURANCE SUMMARY INFORMATION:**

The following summary documents do not form part of the Collective Agreement:

Children's Aid Society Liability Insurance Legal Expense Insurance Non-Owned Automobile Insurance

These summaries are being provided for information purposes only.

The terms and conditions of the Master Plan and Policies govern as to their application, administration and eligibility.

## CHILDREN'S AID SOCIETY LIABILITY INSURANCE

- Limit – \$15,000,000.
- \$10,000. Third Party Claims Deductible including all expenses (including Adjusting Expenses) applies on all claims arising out of any one accident or occurrence.
- \$1,000,000. Fire-Fighting Expenses.
- Bodily Injury, Property Damage, Personal Injury and Employers' Liability.
- Insures the Society against liability imposed by law for damages because of bodily injury or death to any person resulting from the operations of the Society and for damages to or destruction of property of others caused by an accident.
- Insures the Society against liability imposed by law for damages because of Personal Injury sustained by any person caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, humiliation, invasion of privacy, wrongful eviction, wrongful entry and discrimination.
- The Definition of Insured is extended to include members of the Board, all Officers and Employees, Volunteer Workers, Group Home and Foster Parents, all while performing their duties as such.
- Includes reimbursement of legal fees to defend wrongful dismissal actions subject to a limit for any one claim of \$100,000. with an annual aggregate for all claims of \$200,000., subject to \$1,000. Deductible.
- Blanket Tenants' Legal Liability included.
- Malpractice Coverage included.
- Voluntary Compensation included.
- Medical Payments Insurance with a limit payable of \$5,000. per person and \$25,000. per accident included.

## LEGAL EXPENSE INSURANCE

This form of insurance provides for payment of legal fees including disbursements incurred by the Board Members, Officers, Employees, Volunteers or Foster Parents in defence of a charge laid under any ACT as defined below:

- (1) *Criminal Code of Canada*
- (2) Any Provincial Statute with the exception of the *Highway Traffic Act*

Cover would apply until such time as:

- (a) a finding of guilt
- (b) a pleading of guilt under said Act

Cover would be provided for 100% of legal fees and disbursements up to a maximum of \$100,000. in respect of each individual Insured's claim with an annual aggregate amount payable of \$500,000. in respect of all claims.

## NON-OWNED AUTOMOBILE INSURANCE

- Limit \$15,000,000.
- Provides legal liability protection against claims arising out of accidents involving vehicles not owned by the Insured but being operated on their behalf. Coverage is provided as per the Statutory Non-Owned Automobile Policy.
- Physical Damage insures the legal liability of the Insured for damage to vehicles not owned by them to a limit of \$250,000. with all perils claims being subject to a \$500. deductible.
- Excess of personal automobile liability insurance for Board Members, Officers, Employees, Foster Parents and Volunteers against claims arising out of an accident occurring when such person is driving to and from work. This coverage applies when contractually assumed by the Society, and is only in excess of the insurance on the automobile driven by such person and in no event less than the legal minimum limit of \$200,000. and is subject to the policy limit of the Society's Non-Owned Automobile Policy.