



COLLECTIVE AGREEMENT

Between:

**The District of Cochrane Social Services
Administration Board**

- and -

Canadian Union of Public Employees

Local 4293

Expiry December 31, 2025



ARTICLE 1 – PREAMBLE	1
1.01 PREAMBLE	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
2.01 MANAGEMENT RIGHTS	1
ARTICLE 3 – SCOPE & RECOGNITION	2
3.01 SCOPE AND RECOGNITION	2
3.02 NO OTHER AGREEMENTS	2
3.03 NO LOCKOUTS OR STRIKES	2
3.04 WORK OF THE BARGAINING UNIT.....	2
ARTICLE 4 – DEFINITIONS	2
4.01 EMPLOYEE	2
4.02 PLURAL OR FEMININE TERMS	3
ARTICLE 5 – NO DISCRIMINATION	3
5.01 NO DISCRIMINATION	3
5.02 NO DISCRIMINATION DUE TO MEMBERSHIP OR ACTIVITY	4
ARTICLE 6 – UNION SECURITY	4
6.01 ALL EMPLOYEES TO BE MEMBERS	4
6.02 EMPLOYER NOTIFICATIONS	4
6.03 DEDUCTIONS	4
6.04 DEDUCTION AND REMITTANCE INDEMNITY	4
6.05 UNION AGREEMENT IN EFFECT	4
ARTICLE 7 – CORRESPONDENCE	5
7.01 CORRESPONDENCE.....	5
7.02 NOTICES MAILED.....	5
7.03 CHANGE OF ADDRESS.....	5
7.04 EMPLOYEE CONTACT INFORMATION.....	5
ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE	5
8.01 ESTABLISHMENT OF COMMITTEE	5
8.02 FUNCTION OF COMMITTEE	5
8.03 MEETINGS OF COMMITTEE	6
8.04 JURISDICTION OF COMMITTEE.....	6
ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS	6
9.01 REPRESENTATION	6
9.02 BARGAINING COMMITTEE	7
9.03 REPRESENTATIVES OF CANADIAN UNION	7
9.04 FUNCTION OF BARGAINING COMMITTEE	7
9.05 MEETINGS OF COMMITTEE	7

9.06 TIME OFF FOR MEETING	7
9.07 TECHNICAL INFORMATION	7
9.08 UNION OFFICERS.....	8
ARTICLE 10 – RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE.....	8
10.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE	8
10.02 NAMES OF STEWARDS	8
10.03 GRIEVANCE COMMITTEE.....	8
10.04 UNION STEWARD - PERMISSION TO LEAVE WORK & PAYMENT.....	8
10.05 PAYMENT OF THE GRIEVANCE COMMITTEE.....	8
10.06 REPRESENTATIVES OF THE CANADIAN UNION	9
ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE	9
11.01 SETTLING OF GRIEVANCES	9
11.02 DEFINITION OF GRIEVANCE.....	9
11.03 GRIEVANCE PROCEDURE.....	9
11.04 POLICY GRIEVANCE	10
11.05 GROUP GRIEVANCE	10
11.06 DISCHARGE GRIEVANCE	11
11.07 GRIEVANCE ON SAFETY	11
11.08 FACILITIES FOR GRIEVANCES	11
ARTICLE 12 – ARBITRATION.....	11
12.01 COMPOSITION OF BOARD OF ARBITRATION.....	11
12.02 FAILURE TO APPOINT	12
12.03 DECISION OF THE BOARD.....	12
12.04 DISAGREEMENT ON DECISION	12
12.05 EXPENSES OF THE BOARD.....	12
12.06 AMENDING OF TIME LIMITS	12
12.07 MUTUAL AGREEMENT ON ARBITRATOR	12
ARTICLE 13 – DISCHARGE AND DISCIPLINARY SUSPENSION.....	13
13.01 NOTIFICATION OF SUSPENSIONS OR DISCHARGE	13
13.02 REMOVAL OF LETTER OF REPRIMAND, SUSPENSION OR ANY OTHER SANCTION	13
13.03 UNION REPRESENTATION	13
ARTICLE 14 – SENIORITY.....	13
14.01 SENIORITY DEFINED.....	13
14.02 PROBATIONARY EMPLOYEES	13
14.03 SENIORITY LIST	13
14.04 LOSS OF SENIORITY	14
14.05 EFFECT OF ABSENCE ON SENIORITY, SERVICE AND BENEFIT CONTINUATION.....	14
ARTICLE 15 – JOB POSTING.....	15
15.01 JOB POSTINGS	15
15.02 TEMPORARY FILLING OF POSTED VACANCY	15

15.03	POSTINGS OF SUBSEQUENT VACANCIES.....	15
15.04	INFORMATION IN POSTINGS.....	15
15.05	ACCOMMODATION	16
15.06	OUTSIDE ADVERTISING	16
15.07	SELECTION CRITERIA.....	16
15.08	TRIAL PERIOD.....	16
15.09	TRAINING COURSES	16
15.10	TEMPORARY VACANCIES	17
15.11	JOB POSTING PROCEDURE AND RECALL PROCESS.....	17
ARTICLE 16 – LAYOFF & RECALL.....		17
16.01	LAY-OFF PROCESS.....	17
16.02	RECALL RIGHTS	18
ARTICLE 17 – HOURS OF WORK		19
17.01	NORMAL WORK WEEK	19
17.02	FLEX TIME	19
17.03	REST PERIODS.....	19
ARTICLE 18 – OVERTIME PAY.....		19
18.01	OVERTIME PREMIUM RATE	19
18.02	TIME IN LIEU OF OVERTIME.....	20
18.03	DISTRIBUTION OF OVERTIME	20
18.04	NO LAY-OFFS TO COMPENSATE FOR OVERTIME.....	20
18.05	NO PYRAMIDING.....	20
18.06	TRAVEL/ATTENDANCE TIME - SEMINARS, MEETINGS, CONFERENCES.....	20
ARTICLE 19 – CALL BACKS		20
19.01	CALL BACK PAY GUARANTEE	20
ARTICLE 20 – WAGES		21
20.01	PAYMENT OF WAGES	21
20.02	RATE OF PAY ON PERMANENT PROMOTION.....	21
20.03	PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB.....	21
20.04	TEMPORARY TRANSFER TO LOWER PAYING CLASSIFICATION.....	21
20.05	SHIFT BONUS	21
20.06	PREMIUM PAY	21
20.07	TEMPORARY RESPONSIBILITY RATES.....	22
ARTICLE 21 – LEAVES OF ABSENCE.....		22
21.01	GENERAL RULES.....	22
21.02	PERSONAL LEAVE OF ABSENCE.....	22
21.03	LEAVE OF ABSENCE FOR PUBLIC DUTIES.....	22
21.04	LEAVE OF ABSENCE FOR FULL-TIME UNION OFFICE.....	22
21.05	LEAVE OF ABSENCE FOR UNION DUTIES.....	23
21.06	BEREAVEMENT LEAVE.....	23
21.07	MOURNER’S LEAVE	23

21.08 PREGNANCY/PARENTAL LEAVES AND THE SUB PLAN.....	23
21.09 JURY & WITNESS DUTY	24
21.10 TRANSFER OUTSIDE OF THE BARGAINING UNIT.....	24
ARTICLE 22 – PAID HOLIDAYS.....	25
22.01 PAID HOLIDAYS	25
22.02 COMPENSATION FOR HOLIDAYS FALLING ON SATURDAY	25
22.03 COMPENSATION FOR HOLIDAYS FALLING ON SUNDAY	25
22.04 OVERTIME WORKED ON PAID HOLIDAYS.....	25
ARTICLE 23 – VACATIONS WITH PAY	26
23.01 VACATION ENTITLEMENT.....	26
23.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE	26
23.03 VACATION PAY ON TERMINATION.....	26
23.04 PREFERENCE IN VACATION.....	26
23.05 VACATION SCHEDULES	27
23.06 UNBROKEN VACATION PERIOD	27
23.07 APPROVED LEAVE OF ABSENCE DURING VACATION.....	27
ARTICLE 24 – SICK LEAVE	27
24.01 SICK LEAVE	27
24.02 SICK LEAVE PLAN FOR EMPLOYEES HIRED AFTER JUNE 1, 1998	29
24.03 MEDICAL EXAMINATIONS REQUIREMENT.....	29
24.04 SICK LEAVE RECORDS.....	30
ARTICLE 25 – PENSION BENEFITS	30
25.01 PENSION BENEFITS.....	30
ARTICLE 26 – HEALTH & WELFARE BENEFITS	30
26.01 HEALTH AND WELFARE BENEFITS	30
26.02 DENTAL PLAN	31
26.03 LONG TERM DISABILITY PLAN.....	31
26.04 MENTAL HEALTH BENEFIT	32
26.05 PARAMEDICAL CHIROPRACTIC DEDUCTIBLE	32
ARTICLE 27 – RETIREMENT	32
27.01 NORMAL RETIREMENT AGE	32
ARTICLE 28 – GENERAL.....	32
28.01 ACCOMMODATION AT WORK.....	32
28.02 BULLETIN BOARDS	32
28.03 TOOLS AND PROTECTIVE CLOTHING	32
28.04 WINTER OUTERWEAR	32
28.05 TRANSPORTATION OF WORKPLACE ACCIDENT VICTIMS.....	33
28.06.....	33
a) <i>Safety</i>	33
b) <i>Hepatitis B Vaccination</i>	33

28.07 CLEAN-UP TIME	33
28.08 MUTUALLY AGREED CHANGES	33
28.09 REQUIRED EDUCATION	33
28.10 CURRENT ADDRESSES/TELEPHONE NUMBERS.....	33
28.11 PRINTING OF THE COLLECTIVE AGREEMENT	34
28.12 EMPLOYER NOTIFICATION/POSTING.....	34
28.13 TERMINATIONS AND RENEWAL.....	34
28.14 PAY EQUITY.....	34
28.15 NOTICE OF AMENDMENTS TO AGREEMENTS.....	34
APPENDIX A – JANUARY 1, 2021 WAGES – 1.95%.....	36
APPENDIX A – JANUARY 1, 2022 WAGES – 1.95%.....	37
APPENDIX A – JANUARY 1, 2023 WAGES – 1.95%.....	38
APPENDIX A – JANUARY 1, 2024 WAGES – 2.05%.....	39
APPENDIX A – JANUARY 1, 2025 WAGES – 2.10%.....	40
LETTER OF UNDERSTANDING – EXPENSE POLICY.....	41
LETTER OF UNDERSTANDING – NORTHERN LIVING ALLOWANCE	42
LETTER OF UNDERSTANDING – WSIB/SICK LEAVE	44
LETTER OF AGREEMENT – ON-CALL FOR HOUSING SERVICES PERSONS.....	45
LETTER OF UNDERSTANDING – SECURITY TENANTS	46

ARTICLE 1 – PREAMBLE

1.01 Preamble

The general purpose of this Agreement is to: establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; provide for on-going means of communication between the Union and the Employer; provide for the prompt disposition of grievances and the final settlement of disputes; to promote the morale, well-being and security of all employees in the bargaining unit; and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible service for the public.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

- a. Determine and establish standards and procedures for the delivery of service to the public;
- b. Maintain order and efficiency;
- c. Hire, promote, demote, classify, transfer, suspend and retire employees and to discipline or discharge an employee, provided that a claim by an employee that the employee has been disciplined or discharged without just cause may be the subject matter of a grievance and dealt with as hereinafter provided;
- d. Make, enforce and alter, from time to time, rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the Local Union and an opportunity given to them to make representations;
- e. Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment, technology and materials to be used, the methods and techniques of work, the content of jobs, the schedule of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other

functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

ARTICLE 3 – SCOPE & RECOGNITION

3.01 Scope and Recognition

The District of Cochrane Social Services Administrative Board (“Employer”) recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Employer in the District of Cochrane, save and except the Administrative Assistant to the Chief Administrative Officer, HR Assistant, and persons above the rank of Supervisor.

3.02 No Other Agreements

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

3.03 No Lockouts or Strikes

The parties agree that there shall be no lockouts, strikes, slow downs or other stoppages of, or interference with work, which would cause any interruption of service during the life of this Agreement.

The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act, as amended.

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for purposes of instruction, experimenting or emergencies.

Present contracting out practices may continue as long as they do not result in the reduction in the present number of custodial bargaining unit positions. (16.5 FTE)

ARTICLE 4 – DEFINITIONS

4.01 Employee

The term “employee” when used in this collective agreement shall mean a person employed by the Employer whose position falls within the bargaining unit described in Article 3.01.

- (a) "Employee" means a person in the bargaining unit described in Article 3.01
- (b) "Probationary Employee" means one who is employed in the bargaining unit and has not acquired seniority.
- (c) "Full Time Employee" means one who is regularly employed for the normal hours per week as set out in Article 17.
- (d) Part-time Employee is an employee who works less than 24 hours per week. Such employee shall accumulate seniority on a pro-rated basis and receive 11% in lieu of all benefits, sick leave, floaters and vacation pay. Full-time employees shall have preference of working overtime before part-time employees. Time worked will be pro-rated for the purposes of seniority, service and placement on the salary grid.
- (e) "Temporary Employee" means an employee who has been hired to replace a full or part time employee while on sick leave, W.S.I.B., pregnancy leave, special or compassionate leave, educational leave, or while participating in career development or an employee who has been hired for a fixed period of time. Such employee shall receive 11% in lieu of all benefits, sick leave, and vacation pay.
- (f) Student employees are those employees hired during the summer vacation period or during other periods throughout the year to cover employee vacations. Such student employees shall receive 4% in lieu of all benefits and vacation pay.

4.02 Plural or Feminine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

The parties agree to abide by the Ontario Human Rights Code. Neither the Union nor the Employer shall discriminate within the meaning of the Ontario Human Rights Code against any employee, by reason of race, ancestry, place of origin, colour, ethnic origin, creed, sex, sexual orientation, age, marital status, family status or handicap.

5.02 No Discrimination Due to Membership or Activity

The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 6 – UNION SECURITY

6.01 All Employees To Be Members

It is agreed that all employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees of the Employer shall, on commencement of employment, as a condition of continued employment, become and remain members in good standing of the Union.

6.02 Employer Notifications

The Employer shall advise the Union of all hirings, promotions, demotions, layoffs, recalls, terminations, reprimands, and disciplinary letters.

6.03 Deductions

The Employer agrees to deduct dues and initiation fees on a bi-weekly basis from the salaries of the members of the Union in the amount certified by the Union to the Employer to be currently in effect according to the constitution and by-laws of the Union, and to remit the amount of dues and initiation fees so collected, together with two detailed lists of employees from whose wages the deductions have been made, to the Treasurer of CUPE National within fifteen (15) days of the deductions.

6.04 Deduction and Remittance Indemnity

The Union and its members shall indemnify and hold the Employer harmless with respect to any liability, which the Employer might incur as a result of such deductions and remittances.

6.05 Union Agreement in Effect

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and will supply them with copies of the Collective Agreement at the time of hire. The Employer will allow a ten (10) minute opportunity for an introduction to a new employee's Union Steward or Executive member who is employed at the new employee's office.

ARTICLE 7 – CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or his designate, District of Cochrane Social Services Administration Board, 500 Algonquin Blvd. E., Timmins, Ontario P4N 1B7, and the President of the Union or his designate.

It is understood that where the Employer is obliged to provide information or notification to the local union, the Employer may do so by transmitting the information to the local union official(s) via the employee's work e-mail address. The President of the Union or his designate may communicate with the CAO or his designate via his email address. Such communication will have the status of a signed letter.

7.02 Notices Mailed

Any notice so mailed shall be deemed given as of the next business day after date of mailing (Saturdays, Sundays, and Holiday excluded). The registration on receipt shall establish the date of mailing.

7.03 Change of Address

Either party may change its address for service of notices at any time by notice as above mentioned.

7.04 Employee Contact Information

The employer will provide the Recording Secretary annually by January 15th an updated list of Employees' contact information.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour Management Committee shall be established for the purpose of discussing matters of mutual concern and interest. The Committee shall consist of an equal number of representatives of the Union and of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public.

8.02 Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service).
- e) Discussing conditions causing grievances and misunderstandings.

8.03 Meetings of Committee

The Labour Management Committee shall meet in accordance with the rules of procedure mutually adopted by both parties. It is understood that a request for a meeting will be made in writing at least one (1) week prior to the date proposed and shall be accompanied by an agenda of matters to be discussed, which matters shall not include matters that are not within the jurisdiction of the Committee, as set out in 8.04. Labour Management Committee meetings shall be held during working hours. An employee representative shall be paid at his regular straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at a Labour Management Committee meeting.

8.04 Jurisdiction of Committee

The Labour Management Committee shall not have jurisdiction over grievances or matters that are properly the subject of grievances, nor shall the Committee have jurisdiction over any matter that is properly the subject of negotiations for the amendment or renewal of the collective agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, which would violate the provisions of this agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, committee members and stewards. Likewise the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Bargaining Committee

A Union bargaining committee shall be constituted of six (6) employees elected or appointed from amongst employees in the bargaining unit. The Union will advise the Employer in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all scheduled working hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation but excluding any negotiations thereafter or mediation.

9.03 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises. Such permission shall not be unreasonably withheld.

9.04 Function of Bargaining Committee

The function of the Bargaining Committee is to negotiate the terms of this collective agreement.

9.05 Meetings of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.06 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.

9.07 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluations.

9.08 Union Officers

In order that the Union can represent the members of this bargaining unit in labour-management relations, the Union may be permitted to use available suitable facilities and equipment.

ARTICLE 10 – RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee, whom, the Steward represents, in preparation and presenting his grievance in accordance with the Grievance Procedure.

10.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward before the Employer shall be required to recognize them.

10.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

10.04 Union Steward - Permission to Leave Work & Payment

The Union understands that each steward is employed to perform her regular work duties for the Employer and that so far as possible all activities of the Stewards shall be carried on outside their regular working hours, unless otherwise mutually agreed. No steward shall leave her work without obtaining the permission of her supervisor or designate, which permission will not be unreasonably denied. The steward shall state her destination to her supervisor and shall report to the supervisor at the time of her return to work. The Employer reserves the right to limit the steward's absence from her work if the time taken is considered excessive or if the steward does not perform her duties in a prompt manner. In return, the Employer will pay stewards and the Grievance Committee at their regular straight time hourly rate of pay for any scheduled hours of work missed in performing such duties.

10.05 Payment of the Grievance Committee

The Employer shall pay a Grievance Committee member at her regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at grievance meetings with the Employer up to but not including arbitration.

10.06 Representatives of the Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees to investigate and assist in the settlement of a grievance. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises. Such permission shall not be unreasonably withheld.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Settling of Grievances

Complaints and grievances shall be in writing and be dealt with in the following manner and sequence. For purposes of this article, Saturdays, Sundays and Paid Holidays shall be excluded from the time designation.

11.02 Definition of Grievance

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

11.03 Grievance Procedure

Complaint Stage

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has first given his supervisor/manager an opportunity of addressing his complaint. Such complaint shall be discussed with his supervisor/manager within fourteen (14), working days after the circumstances giving rise to it have occurred. The employee may be accompanied by the employee's steward. The supervisory/management employee shall reply to the employee within five (5) working days. Failing settlement, it shall be then taken up as a written grievance within five (5) working days after the management decision is given in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to the employee's Director . The grievance shall identify the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to be violated. The Director shall respond in writing within five (5) working days after receipt of the written grievance.

Step No. 2

Failing settlement under Step No. 1, then the employee may submit the grievance in writing to the Chief Administrative Officer within five (5) working days after receipt of the Director's response at Step No. 1. A meeting will then be held within five (5) working days between the Chief Administrative Officer or his designate and the grievor's Union Steward, unless such time frame is extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Chief Administrative Officer or his designate may have such counsel and assistance as he may desire at such meeting. The decision of the Chief Administrative Officer or his designate shall be delivered in writing within five (5) working days following the date of such meeting.

Step No. 3

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

11.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee whom such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

11.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Chief Administrative Officer or his designate within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated, as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

11.06 Discharge Grievance

The discipline, release or discharge of an employee during the probationary period shall be at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within five (5) working days after the date the discharge is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) Confirming the Employer's action in dismissing the employee; or
- (b) Reinstating the employee with or without full compensation for the time lost; or
- (c) Any other arrangement, which may be deemed just and equitable.

It is understood that any compensation for time lost shall be calculated at the employee's applicable rate less amounts otherwise earned by the employee during the time lost.

11.07 Grievance on Safety

An employee, or a group of employees, who is/are required to work under conditions considered unsafe or unhealthy, shall have the right to file a grievance at step 2 of the Grievance Procedure for preferred handling

The parties agree that such grievance shall not occur before the Joint Health & Safety Committee process has concluded. The time limits for filing the grievance at the final stage shall commence when the Joint Health & Safety Committee process has concluded.

11.08 Facilities for Grievances

Grievance meetings will be held on the employer premises

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select a Chairman. Either party may request the application of provisions of the Labour

Relations Act, but in so doing, must issue a notice of such request to the other party to this Agreement.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairman within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

12.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.

12.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board as soon as possible to clarify the decision.

12.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints.
- b) One-half (1/2) of the fees and expenses of the Chairman.

12.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties.

12.07 Mutual Agreement on Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 13 – DISCHARGE AND DISCIPLINARY SUSPENSION

13.01 Notification of Suspensions or Discharge

Wherever the Employer reprimands, suspends or discharges an employee, the Employer shall provide the Union President with a copy of the letter of reprimand/suspension or discharge within five (5) working days.

13.02 Removal of letter of reprimand, suspension or any other sanction

Any letter of reprimand, suspension or any other sanction will be removed from the record of any employee twenty-four (24) months following the receipt of such letter, suspension or sanction provided that such employee's record has been discipline free for two years.

13.03 Union Representation

That whenever the Employer deems it necessary to discipline an employee in a matter indicating dismissal may follow, the Employer shall do so in the presence of a Union Representative.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit.

14.02 Probationary Employees

A newly hired employee will be considered on probation until he has completed the equivalent of ninety (90) working days. Upon completion of the probationary period he shall be credited with seniority equal to ninety (90) working days. The release or discharge of an employee during the probationary period shall be at the sole discretion of the employer. Such discretion shall not be exercised in a discriminatory or arbitrary manner.

14.03 Seniority List

The Employer shall maintain a seniority list of the bargaining unit. An up-to-date seniority list shall be sent to the President of the Union and posted on the main bulletin board in each office in January and July of each year.

14.04 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- a. Is discharged and not reinstated through the grievance/arbitration procedure;
- b. Retires or is retired;
- c. Is absent from scheduled work for a period of three (3) or more consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d. Has been laid off for twenty-four (24) months;
- e. Has been laid off and fails to notify the Employer of his intent to return to work within five (5) calendar days after being notified to do so by registered mail and return to work within fourteen (14) calendar days after that employee has been notified by the Employer;
- f. Is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced;
- g. Utilizes a leave of absence for purposes other than for which the leave may have been granted;
- h. Utilizes a leave of absence to engage in gainful employment elsewhere;
- i. Fails to return to work after the completion of a leave of absence granted by the Employer.

14.05 Effect of Absence on Seniority, Service and Benefit Continuation

(Full-time Employees)

Unless otherwise provided in the Collective Agreement:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or during any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a

pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee may continue on certain benefit plans by making the full payment of premiums for any Dental and/or Extended Health Care benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to twelve (12) months while an employee is in receipt of WSIB benefits.

- c) It is further understood that during such leave of absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall accrue for a period of twelve (12) months during any unpaid absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.

ARTICLE 15 – JOB POSTING

15.01 Job Postings

Where a vacancy occurs in the bargaining unit or, the Employer establishes a new position within the bargaining unit, such vacancy shall be posted in the workplace for a period of seven (7) calendar days. Employees may make written application to the CAO or designate for such vacancy within the seven (7) day period referred to herein. Applicants will be considered in accordance with Article 15.07. The Employer shall post the name of the successful applicant, and the position will be filled within the following four (4) weeks.

15.02 Temporary Filling of Posted Vacancy

The Employer shall have the right to fill any vacancy on a temporary basis until the posting procedure provided herein, including the trial period in Article 15.08, has been complied with.

15.03 Postings of Subsequent Vacancies

Subsequent permanent vacancies caused by the filling of an earlier vacancy need only be posted for five (5) consecutive calendar days.

15.04 Information in Postings

Such notice shall contain the following information: Classification, Qualifications, Required Knowledge and Education, Skills, Wage or Range. Such qualifications may not be set in an arbitrary manner.

15.05 Accommodation

An employee unable through injury or illness to perform his normal duties may be provided with alternate suitable employment. Such employee shall not displace any employee with more seniority.

15.06 Outside Advertising

No outside advertising shall be made until employees have had an opportunity to apply as provided in 15.01. If there are no successful applicants from within the bargaining unit, the Employer may start proceedings to secure applications from outside of the bargaining unit.

15.07 Selection Criteria

In all cases of job postings under Article 15.01 above, the following factors shall be considered: Qualifications, seniority, experience, skill, and ability.

Where these factors are relatively equal, seniority shall govern.

15.08 Trial Period

The successful internal applicant shall be placed on trial for a period of up to sixty (60) working days. Trial period will have been deemed to have commenced when the successful applicant assumes the principal duties of the position. Conditional on satisfactory service, the employee shall be declared permanent after the sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.09 Training Courses

The Employer shall bulletin any Training Course and experimental programs for which employees will be selected by department. The bulletin shall contain the following information:

- a) Type of Course (subject and material to be covered).
- b) Time, duration, and location of course.
- c) Basic minimum qualifications required for applicants.

This bulletin shall be posted by email and on bulletin boards in all offices to afford interested employees an opportunity to apply for such training. Selection from amongst interested employees shall be offered on a rotational basis.

15.10 Temporary Vacancies

Temporary vacancies, which are not expected to exceed sixty (60) working days, will not be posted and may be filled at the discretion of the Employer.

Temporary vacancies, which are expected to exceed or have exceeded sixty (60) working days, will be posted and filled in accordance with the provisions of this Article. However, it is expressly understood and agreed that only the initial temporary vacancy will be posted.

Subsequent temporary vacancies arising from the initial temporary vacancy need not be posted and may be filled at the discretion of the Employer.

A part-time or temporary employee who is awarded a temporary full-time position shall retain her part-time or temporary status while filling the full time position.

Those employees who are on layoff or in receipt of layoff notice will be offered the right of recall for all temporary vacancies greater than ten (10) working days and which are not expected to exceed (60) working days. The employer shall contact the employee by telephone and the employee shall have forty eight (48) hours to either exercise or refuse the offer of recall.

A temporary employee's application for an internal posted position will only be considered as per Article 15.06.

15.11 Job Posting Procedure and Recall Process

The job posting requirements apply prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices. Those employees who are on layoff or in receipt of layoff notice may apply for any posted vacancy and will be considered in accordance with the provisions of this Article.

ARTICLE 16 – LAYOFF & RECALL

16.01 Lay-off Process

In the event of lay-off, the Employer shall lay-off employees in an office in the reverse order of their seniority within their classification provided that there remain on the job, employees who have the ability and qualifications to perform the work.

- a. An employee who is subject to lay-off shall have the right to either:
 - (i) Accept the lay-off; or

- (ii) Displace an employee who has lesser seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Chief Administrative Officer or designate within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.

Clarity Note: Orientation includes an introduction to the specific characteristics of the department such as the layout of facilities, other employees, history, mission, goals and role of the employee as well as personnel policies including work schedule, safety rules and rules governing the use of equipment. Finally, it includes job specific responsibilities of the new employees that will be assigned and how the job relates to other work performed in the department. Training includes program specific or department specific policies and procedures, computer based programs and software/operating systems. Training includes acquisition of new skills and languages.

16.02 Recall Rights

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the qualifications to perform the work, subject to Article 15.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision or have been found unable to perform the work available.
- c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer and return to work within fourteen (14) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- d) An employee may refuse recall without the loss of his recall rights if:
 - i. that recall is more than 100 kilometers away from the office from which he is laid off;

- ii. that employee is being recalled to a vacancy which is not expected to exceed 60 calendar days.

ARTICLE 17 – HOURS OF WORK

17.01 Normal Work Week

- (a) The normal week of all full-time employees of the Employer shall consist of:
 - i) for maintenance employees five (5) days of eight (8) hours per day;
 - ii) for administrative employees five (5) days of seven (7) hours per day.

The regular hours of work for the office staff shall be from 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, with one (1) hour off for lunch. Summer hours will be from 8:00 a.m. to 4:00 p.m. (July, August). The regular hours of work for maintenance employees shall be from 7:00 a.m. to 4:00 p.m., Monday to Friday, with one hour off for lunch. In circumstances of mandated change, the start and stop times may change, after discussion with the Union. The normally scheduled work hours shall not exceed eighty (80) hours for maintenance employees and seventy (70) hours for administrative employees, per two week period over a reasonable period of time.

17.02 Flex Time

Employees who, due to the nature of their work and/or responsibilities are required to work at times other than their normal shift shall arrange with their Manager a scheduling of work that is agreeable to the parties concerned and agreed upon by the Union, provided that the hours of work do not exceed thirty-five 35 hours per week for all employees but Housing Maintenance whose hours will not exceed 40 hours per week. The Union is to be advised in writing of the positions and persons affected.

17.03 Rest Periods

Employees shall be entitled to one (1) fifteen (15) minute rest period in the morning and afternoon at times to be arranged mutually between the Manager and the employees.

ARTICLE 18 – OVERTIME PAY

18.01 Overtime Premium Rate

Overtime shall be paid at the rate of one and one-half times (1-1/2x) the employee's regular straight time rate of pay for all hours worked over the normal work week as defined in article 17, provided that all such time has been authorized by the employee's Manager or designate.

18.02 Time In Lieu of Overtime

An employee may choose to receive time off in lieu, such time off will be the equivalent of the premium rate that the employee has earned for working overtime, and shall be taken at a time mutually agreed upon by the Employer and the employee. At no time may the employee take said time off in straight periods of greater than one (1) week unless mutually agreed upon by the Employer and the employee.

18.03 Distribution of Overtime

The Employer shall endeavour to distribute overtime relatively equally among employees available to perform the work required, taking into consideration assigned work location and employee classification.

18.04 No Lay-offs to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

18.05 No Pyramiding

Overtime premium shall not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid. There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

18.06 Travel/Attendance Time - Seminars, Meetings, Conferences

Where the Employer requires an employee to attend a seminar, meeting, conference or course, the employee's necessary travel time and attendance time at the seminar, meeting, conference or course will be deemed time worked and will be paid at the employee's straight time hourly rate of pay or overtime rate, as may be applicable. Where attendance is optional, the employee's travel time will not be considered time worked and will not be compensated. The employee will not be compensated for the time that is spent in attendance at the seminar, meeting, conference or course which falls outside of the employee's regularly scheduled hours of work or falls on the employee's scheduled day(s) off.

ARTICLE 19 – CALL BACKS

19.01 Call Back Pay Guarantee

An employee who is called out to work, outside his normal working hours, shall be paid for a minimum of four (4) hours at overtime rates.

ARTICLE 20 – WAGES

20.01 Payment of Wages

The Employer shall pay salaries and wages bi-weekly through direct deposit in accordance with Appendix "B" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions.

20.02 Rate of Pay on Permanent Promotion

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that the employee shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification, provided that the employee does not exceed the wage rate of the classification to which they have been promoted.

20.03 Pay on Temporary Transfers, Higher Rated Job

When an employee is assigned to temporarily perform the principal duties of a higher paying position for a period of one (1) working day or more or for one-half (½) days on a continuous basis for more than one (1) week for which a salary scale has been established, he/she shall receive the rate in the salary range, which is higher than his/her previous rate by a minimum of five (5) percent. The five (5) percent minimum higher rate of pay shall not exceed the salary of the position being replaced.

20.04 Temporary Transfer to Lower Paying Classification

When an employee is temporarily assigned to a position paying a lower rate, the employee will continue to be paid at their normal rate of pay.

20.05 Shift Bonus

An employee shall receive a shift premium of seventy-five (75) cents per hour for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

20.06 Premium Pay

Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

20.07 Temporary Responsibility Rates

For every half (½) day an employee designated as a Lead Hand or Temporarily in Charge shall be entitled to and be paid a premium of 5% per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 General Rules

Unless expressly provided otherwise all leaves of absence shall be governed by the seniority, service and benefit continuation provisions of Article 14.05.

21.02 Personal Leave of Absence

The Chief Administrative Officer or designate, may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, and that such leave may be arranged without undue inconvenience to the normal operation of the Employer. Applicants when applying must indicate the date of departure and specify the date of return. In no event will the leave exceed two (2) years.

21.03 Leave of Absence for Public Duties

Upon application in writing by the employee to the Chief Administrative Officer, the Employer shall grant a leave of absence without pay to allow an employee to be a candidate in a municipal, provincial or federal election.

In the event that the employee is elected to municipal, provincial, or federal office, the employee shall be granted a leave of absence without pay for the employee's term of elected office.

21.04 Leave of Absence for Full-time Union Office

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

The employee shall notify the employer of his intention to return to work at least two (2) weeks prior to the date of such return.

21.05 Leave of Absence for Union Duties

Upon written request of the Union with at least two (2) month's advance notice, where possible, the Employer agrees to allow leave of absence for employee(s) to attend the CUPE National Convention, the CUPE Ontario Division Convention, and education workshops provided that the total overall leaves concerned do not exceed ten (10) weeks. The employees on such leave will be paid by the Employer who will be reimbursed fully by the Union for the amount paid to the employees for wages, statutory benefits and pension. The Employer shall provide the Union with an answer within ten (10) working days upon receipt of the written request.

21.06 Bereavement Leave

Any employee shall be granted five (5) working days leave without loss of pay, seniority, and benefits, to attend the funeral or the Celebration of Life of a parent, step-parents, spouse, common-law spouse, child(ren), and step-child(ren), and three (3) working days leave without loss of pay, seniority and benefits, to attend the funeral of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, former guardian, fiancée, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities, and one (1) working day leave without loss of pay, seniority, and benefits to attend the funeral of an aunt, uncle, niece and nephew.

In the event of a memorial or interment separate from the leave above, an employee may save a portion of the days identified above to attend the interment or services. The days identified in this clause can be taken in no more than two (2) blocks and must be taken consecutively, whether in whole or in two (2) blocks.

21.07 Mourner's Leave

One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral or the Celebration of Life to perform funeral service duties.

21.08 Pregnancy/Parental Leaves and the SUB Plan

Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act.

On confirmation by the Employment Insurance Commission of the appropriateness of the Board's Supplementary Unemployment Benefit Plan (SUB), an employee who is on maternity leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly standard Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2)

week Employment Insurance waiting period and receipt by the Employer of the employee's initial Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits/standard parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for maternity leave and ten (10) weeks for standard parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

21.09 Jury & Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearing at his premium rate subject to (a), (b) and (c) above.

21.10 Transfer Outside of the Bargaining Unit

No employee shall be transferred or promoted to a position outside the bargaining unit without his consent. In the event the employee returns to a position in the bargaining unit within eighteen (18) months of the transfer, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit. An employee not returned to the bargaining unit within eighteen (18) months shall forfeit his bargaining unit seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. During this period of transfer outside of the bargaining unit, the employee shall continue to pay union dues. The position which is being temporarily vacated will be posted immediately.

ARTICLE 22 – PAID HOLIDAYS

22.01 Paid Holidays

Full-time employees on the active payroll shall be entitled to the following paid holidays:

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

And any other day proclaimed as a holiday by the Federal or Provincial Government..

In addition each full-time employee shall be entitled to three (3) floater days. When any floater is requested it shall be mutually agreed upon between the employer and the employee. At any time during the calendar year where more than one (1) person from the same section requests a floater(s) for the same date, the person with the most seniority shall receive the day off with pay.

Floater days will be granted to newly hired employees on a pro-rata basis.

22.02 Compensation For Holidays Falling On Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

22.03 Compensation For Holidays Falling On Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the Employer shall declare the following Monday as the holiday for the purpose of this Agreement. Where the preceding already applies to the Monday, the Employer shall declare the previous Friday or the Tuesday to be the holiday for the purpose of this Agreement.

22.04 Overtime Worked On Paid Holidays

If required to work on any of the above-mentioned days, in addition to the regular day's pay, the employee shall be paid double his rate of pay for such work performed.

ARTICLE 23 – VACATIONS WITH PAY

23.01 Vacation Entitlement

A full-time employee who has completed one (1) year of service but less than three (3) years of service shall be entitled to two (2) weeks annual vacation, with pay.

A full-time employee who has completed three (3) years of service but less than seven (7) years of service shall be entitled to three (3) weeks annual vacation, with pay.

A full-time employee who has completed seven (7) years of service but less than eleven (11) years of service shall be entitled to four (4) weeks annual vacation, with pay.

A full-time employee who has completed eleven (11) years or more of service but less than twenty-one (21) years of service shall be entitled to five (5) weeks annual vacation, with pay.

A full-time employee who has completed twenty-one (21) years or more of service shall be entitled to six (6) weeks annual vacation, with pay.

Upon completion of 10 years of continuous service, all full-time employees will be entitled to one (1) week vacation to be taken at any time before the end of their employment with the Employer. This week will have to be taken in an unbroken period.

23.02 Compensation For Holidays Falling Within Vacation Schedule

Should any of the paid holidays provided for in this Agreement under Article 22.01, fall within the employee's vacation period, the Employer shall grant such an employee an extra vacation day with pay.

23.03 Vacation Pay On Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Upon termination, employees will be required to repay unearned vacation days taken on the final cheque.

23.04 Preference In Vacation

If vacations are requested by employees prior to March 1st they shall be granted first on the basis of seniority among those employees of each Department in each Office.

23.05 Vacation Schedules

Vacation schedules shall be posted by March 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

23.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period not greater than three continuous weeks, unless otherwise mutually agreed upon between the employee and the Employer.

23.07 Approved Leave Of Absence During Vacation

Where an employee qualifies for bereavement or qualifies for certified sick leave during the vacation period, 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, as mutually agreed upon between the employee and the Employer.

ARTICLE 24 – SICK LEAVE

24.01 Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease and quarantined therefore, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board.

Each full-time employee shall be entitled to sick leave credits on the following basis:

- (a) Sick leave credits shall accumulate at the rate of 1-1/2 days for each calendar month of permanent full-time employment. Employees, who commence employment during the first 15 days of a month, will be granted credits for that month. Employees, who commence employment on or after the 16th of a month will not receive such credits.
- (b) A full-time employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
 - i) vacation leave
 - ii) leave of absence with pay, or

- iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- (c) i) Sickness must be substantiated by a doctor's certificate or Nurse Practitioner's certificate if the absence is for more than three (3) consecutive working days, or where abuse is suspected, if so required by written notice, given in advance by the Employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the Employer. Medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 24.01(d)(i) whichever is applicable.
- ii) In all cases of sickness the employee's supervisor shall be notified within two (2) hours from commencement of regular duties on the first day of absence. Where the latter is not possible due to work scheduling, steps must be taken by the employee to notify a designated alternate, or where not available, the office of the Manager within two (2) hours from commencement of regular duties. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return.
- (d) i) Notwithstanding Article 24.01(c) an employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which the employee will be able to return to normal duties.
- ii) If the employer so required, the employee will supply a medical certificate on the basis of Article 24.01(d)(i) for every twenty (20) consecutive working days thereafter until the employee returns to work or until an LTIP application is approved, whichever is the latter. The employer shall reimburse the employee for the cost of the medical certificate required under 24.01(d), upon presentation of the official receipt.
- (e) There shall be paid to the estate/beneficiary of every employee who dies while in the service of the employer or to an employee who retires in accordance with the terms of the Pension Plan or who retires early and receives an immediate unreduced pension, an amount equal to the employee's accumulated sick leave credits up to a maximum of 180 days.
- (f) Upon layoff under Article 16 any employee with five (5) or more years of continuous service shall be paid an amount equal to one half ($\frac{1}{2}$) of the employee's accumulated sick leave credits up to a maximum of one hundred and thirty (130) days.
- (g) Employees with 5 or more years of service who voluntarily leave their employment will be paid for one-half ($\frac{1}{2}$) of their outstanding sick credits, to a maximum of 130 days.

- (h) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (e)(f) and (g) of this section.
- i) Employees may, with the approval of the employer, be allowed to use their accumulated sick leave credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 24.01(i) and employees shall provide the employer with a minimum 3 days notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour. If the time away from the office is a half hour or less, no time will be deducted from sick bank.

24.02 Sick Leave Plan for Employees hired after June 1, 1998

Notwithstanding Article 24.01, the following applies to employees hired after June 1, 1998:

- (a) All new full-time employees hired after June 1, 1998 shall be covered by the following Sick Leave Plan which will be funded by the Employer, and there shall be no termination credits.
- (b) During absences due to illness or non-occupational injury, participating employees shall receive 100 percent (100%) of regular pay up to and including twelve (12) working days in any (1) benefit year, based on the accumulation of one (1) day per month with the provision that any employee absent for more than six (6) working days in a calendar month for any reason other than annual vacation shall not be entitled to the sick leave credit of one (1) day in that month. Current and accumulated sick leave credits shall be carried forward to the next benefit year. Debits shall be made from the total accumulated sick leave credits on a day for day basis.
- (c) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, sick leave credits shall still be utilized until they are exhausted prior to the employee being in receipt of LTD benefits.
- (d) The maximum number of sick leave credits that can be accumulated by an employee is 130 days.

24.03 Medical Examinations Requirement

Where, for reasons of health, an employee is absent or unable to perform the assigned duties, the Employer may require the employee to submit to a medical examination from a registered medical practitioner at the expense of the Employer. The Employer may require, in writing that the Employee's doctor or Nurse Practitioner fill out a functional abilities form instead of issuing a medical certificate.

24.04 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

ARTICLE 25 – PENSION BENEFITS

25.01 Pension Benefits

- (a) Full-time employees shall participate in the OMERS pension plan agreement.
- (b) Employees shall be retired in accordance with the normal retirement age specified in the OMERS pension plan agreement, and which is applicable to employees covered by this Collective Agreement.

ARTICLE 26 – HEALTH & WELFARE BENEFITS

26.01 Health and Welfare Benefits

The Employer shall pay one hundred percent (100%) of the premiums for full-time employees and their dependents as defined by the plan for the following plans:

- a) Ontario Health Insurance Plan
- b) Extended Health Care Plan, which does not include semi-private hospital care. However, in the event of an occupational injury or illness, which requires hospitalization, or for twenty eight (28) days of hospitalization in a calendar year per employee's family, the employer shall pay one hundred percent (100%) of the cost between standard ward care and semi-private hospital care, unless otherwise covered by another plan.
- c) A drug prescription plan, which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioner. The Employer or its Carrier will pay up to the greater of the lowest dispensing fee from a pharmacy in the community or the first nine (\$9.00) Dollars for any dispensing fee for an approved prescription. The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's physician.

The Employer also agrees to provide drug plan coverage and optical plan coverage to those employees who retire at age fifty-five (55) whose normal retirement age is sixty-five (65) and who have completed thirty (30) years service, provided they do not have coverage through an alternate plan. The Employer further agrees to provide drug plan coverage and optical plan coverage to those employees who

retire at age sixty-one (61) whose normal retirement age is sixty-five (65), provided they do not have coverage through an alternate plan.

- d) A group life insurance policy shall provide for coverage in the amount of One Hundred Thousand Dollars (\$100,000). In addition, the coverage will include Ten Thousand Dollars (\$10,000) spousal coverage and Four Thousand Dollars (\$4,000) coverage for dependents under the age of eighteen (18). In the event an employee is in receipt of long term disability benefits, then the life insurance benefit will be the same amount of coverage as the employee was eligible for while the employee was working immediately prior to when he became eligible for LTD benefits. Employees will have the option of purchasing optional life insurance for themselves, spouses and dependents. Any costs for optional life purchases shall be borne entirely by the employee and shall be deducted from their bi-weekly pay.
- e) Effective upon execution of agreement, the Employer shall institute and pay for an Optical Plan that an employee and/or his dependents may obtain eye glasses etc., up to a cost not to exceed Four Hundred and Fifty Dollars (\$450.00) in a two (2) year period.

26.02 Dental Plan

The Employer shall arrange for the current dental plan coverage, with a carrier of its choice, and the Employer pay 100 percent of the current premiums of said plan. Dental recall examinations are once every twelve (12) months, except for children twelve (12) years of age and under, who shall be entitled to recall examinations every six (6) months. Effective upon execution of agreement, orthodontics 50/50 co-insurance with One Thousand Five Hundred Dollars (\$1,500) lifetime maximum per eligible person under the plan.

26.03 Long Term Disability Plan

- a) The Employer shall arrange a long term disability plan which shall provide for a payment of sixty-six and two-thirds ($66 \frac{2}{3}$) of salary to a maximum of Two Thousand Six Hundred Dollars (\$2,600.00) per month for full-time employees only, subject to a waiting period of twenty-six (26) weeks after declaration by the Insurer of disability, and the Employer shall pay the whole cost of said plan.
- b) The Employer shall pay one hundred percent (100%) of the cost of all benefits to full time employees outlined in Clauses 26.01(a), (b) except Out of Country Coverage, (c), (d), (e) and 26.02 and 26.03 for the first two (2) years a member is in receipt of LTD benefits.

26.04 Mental Health Benefit

The employer shall pay up to a maximum of \$420 per employee and family per year, to cover mental health professional services as provided by a certified mental health professional such as a psychologist, psychotherapist, or social worker.

26.05 Paramedical Chiropractic Deductible

The employer proposes that the deductible be reduced as per the following schedule:

2022	2023	2024	2025
\$75	\$75	\$75	\$75

ARTICLE 27 – RETIREMENT

27.01 Normal Retirement Age

The normal retirement age under O.M.E.R.S. is sixty-five (65) years.

ARTICLE 28 – GENERAL

28.01 Accommodation at Work

The Employer where appropriate will provide accommodation for meals and for the keeping of clothes when it is in its control to do so.

28.02 Bulletin Boards

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

28.03 Tools and Protective Clothing

The Employer will supply to maintenance employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.

28.04 Winter Outerwear

- i. The Employer will supply appropriate winter parkas to all maintenance employees who work outside.

- ii. The Employer may provide snowmobile suits in place of winter parkas, to maintenance employees who regularly work outdoors in extreme winter conditions.

28.05 Transportation of Workplace Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a workplace accident shall be at the expense of the Employer.

28.06

a) Safety

The Employer will continue to make adequate provisions for the occupational health and safety of employees. The Employer and the Union undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

b) Hepatitis B Vaccination

The vaccination against Hepatitis B will be available on a voluntary basis to those employees who, as a condition of employment, have a possible high exposure to body fluids. The Joint Health and Safety Committee will identify job functions with potential for high exposure to body fluids in order to determine entitlement to the vaccination. Under these approved conditions, the employer will be responsible for such costs.

28.07 Clean-Up Time

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before getting off duty.

28.08 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

28.09 Required Education

Where the employer requires an employee to take an academic or technical course, the employer will pay for tuition fees.

28.10 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that her home address and telephone number that are on file with the Employer are current at all times. If the employee fails

to do this, the Employer will not be responsible for any failure to notify or contact the employee.

28.11 Printing of the Collective Agreement

It is mutually agreed between the Employer and the Union that both parties shall share the expense of printing the collective agreement equally.

28.12 Employer Notification/Posting

Where the Employer is required under the terms of this collective agreement to post any information for the attention of the employees, the Employer at its sole discretion, may instead e-mail the information to the employees at their worksite e-mail address. The employer further agrees to provide a copy of said posting or notification to all employees who do not have access to e-mail.

28.13 Terminations and Renewal

This agreement shall remain in effect until December 31, 2025 and shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination, or of a desire to amend this Agreement.

28.14 Pay Equity

The parties agree to abide by the Pay Equity legislation and its maintenance requirements.

28.15 Notice of Amendments to Agreements

Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

IN WITNESS THEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 13TH DAY OF DECEMBER, 2021.

FOR THE COCHRANE DISTRICT
SOCIAL SERVICES ADMINISTRATION
BOARD

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Appendix A – January 1, 2021 Wages – 1.95%

Salary Level	Classification		Start	Step 1	Step 2	Step 3
1		A	35,435	36,982	38,511	
		H	19.47	20.32	21.16	
2		A	35,945	38,329	40,732	
		H	19.75	21.06	22.38	
3	File Clerk, Resource Center Clerk, Recreation Therapist	A	38,311	40,895	43,480	
		H	21.05	22.47	23.89	
4	Case Aide, Administration Reception, ASO/Secretary, ASO/AR Reception (Kap)	A	39,985	42,406	44,899	47,375
		H	21.97	23.30	24.67	26.03
5	Accounts Clerk (AR/SAMS), OPS Tec Timmins, ASW/Accounts Timmins, ASO Timmins, OPS Tec Kap, ASOP/OTSO	A	43,644	46,374	49,085	51,779
		H	23.98	25.48	26.97	28.45
6	Tenant Placement Officer, ASO Finance, Community Relations Worker	A	47,356	50,359	53,344	56,347
		H	26.02	27.67	29.31	30.96
7	Case Manager, Child Care Coordinator, Local Systems Support, Employment Resource Worker, Finance Clerk, Accounts Clerk Payroll	A	50,869	54,236	57,621	60,988
		H	27.95	29.80	31.66	33.51
8	Eligibility Review officer	A	54,600	58,276	61,953	65,629
		H	30.00	32.02	34.04	36.06
9	Family Support Worker, Case Presenting Officer/Case File Auditor	A	58,622	62,572	66,539	70,507
		H	32.21	34.38	36.56	38.74
10		A	62,772	67,031	71,326	75,585
		H	34.49	36.83	39.19	41.53
10.5		A	65,010	69,633	73,928	78,351
		H	35.72	38.26	40.62	43.05
11		A	67,012	71,599	76,203	80,790
		H	36.82	39.34	41.87	44.39
	Student Rate - 1 (outside workers)	A				
		H	17.54			
	Student Rate - 2 (inside workers, student coordinator)	A				
		H	17.54			
	Maintenance Repair	A				
		H	24.92			
	Maintenance Repair 2, Sub-foreman	A				
		H	29.33			

Appendix A – January 1, 2022 Wages – 1.95%

Salary Level	Classification		Start	Step 1	Step 2	Step 3
1		A	36,127	37,710	39,257	
		H	19.85	20.72	21.57	
2		A	36,655	39,075	41,532	
		H	20.14	21.47	22.82	
3	File Clerk, Resource Center Clerk, Recreation Therapist	A	39,057	41,696	44,335	
		H	21.46	22.91	24.36	
4	Case Aide, Administration Reception, ASO/Secretary, ASO/AR Reception (Kap)	A	40,768	43,225	45,773	48,303
		H	22.40	23.75	25.15	26.54
5	Accounts Clerk (AR/SAMS), OPS Tec Timmins, ASW/Accounts Timmins, ASO Timmins, OPS Tec Kap, ASOP/OTSO	A	44,499	47,284	50,050	52,780
		H	24.45	25.98	27.50	29.00
6	Tenant Placement Officer, ASO Finance, Community Relations Worker	A	48,285	51,342	54,382	57,439
		H	26.53	28.21	29.88	31.56
7	Case Manager, Child Care Coordinator, Local Systems Support, Employment Resource Worker, Finance Clerk, Accounts Clerk Payroll	A	51,870	55,292	58,750	62,171
		H	28.50	30.38	32.28	34.16
8	Eligibility Review officer	A	55,674	59,405	63,154	66,903
		H	30.59	32.64	34.70	36.76
9	Family Support Worker, Case Presenting Officer/Case File Auditor	A	59,769	63,791	67,831	71,890
		H	32.84	35.05	37.27	39.50
10		A	63,991	68,341	72,709	77,059
		H	35.16	37.55	39.95	42.34
10.5		A	66,284	70,998	75,366	79,880
		H	36.42	39.01	41.41	43.89
11		A	68,323	73,000	77,696	82,373
		H	37.54	40.11	42.69	45.26
	Student Rate - 1 (outside workers)	A				
		H	17.88			
	Student Rate - 2 (inside workers, student coordinator)	A				
		H	17.88			
	Maintenance Repair	A				
		H	25.41			
	Maintenance Repair 2, Sub-foreman	A				
		H	29.90			

Appendix A – January 1, 2023 Wages – 1.95%

Salary Level	Classification		Start	Step 1	Step 2	Step 3
1		A	36,837	38,438	40,022	
		H	20.24	21.12	21.99	
2		A	37,365	39,840	42,333	
		H	20.53	21.89	23.26	
3	File Clerk, Resource Center Clerk, Recreation Therapist	A	39,822	42,515	45,209	
		H	21.88	23.36	24.84	
4	Case Aide, Administration Reception, ASO/Secretary, ASO/AR Reception (Kap)	A	41,569	44,062	46,665	49,249
		H	22.84	24.21	25.64	27.06
5	Accounts Clerk (AR/SAMS), OPS Tec Timmins, ASW/Accounts Timmins, ASO Timmins, OPS Tec Kap, ASOP/OTSO	A	45,373	48,212	51,033	53,817
		H	24.93	26.49	28.04	29.57
6	Tenant Placement Officer, ASO Finance, Community Relations Worker	A	49,231	52,343	55,437	58,568
		H	27.05	28.76	30.46	32.18
7	Case Manager, Child Care Coordinator, Local Systems Support, Employment Resource Worker, Finance Clerk, Accounts Clerk Payroll	A	52,889	56,365	59,896	63,391
		H	29.06	30.97	32.91	34.83
8	Eligibility Review officer	A	56,766	60,570	64,392	68,214
		H	31.19	33.28	35.38	37.48
9	Family Support Worker, Case Presenting Officer/Case File Auditor	A	60,934	65,029	69,160	73,291
		H	33.48	35.73	38.00	40.27
10		A	65,247	69,670	74,129	78,569
		H	35.85	38.28	40.73	43.17
10.5		A	67,577	72,381	76,840	81,445
		H	37.13	39.77	42.22	44.75
11		A	69,651	74,420	79,206	83,975
		H	38.27	40.89	43.52	46.14
	Student Rate - 1 (outside workers)	A				
		H	18.23			
	Student Rate - 2 (inside workers, student coordinator)	A				
		H	18.23			
	Maintenance Repair	A				
		H	25.91			
	Maintenance Repair 2, Sub-foreman	A				
		H	30.48			

Appendix A – January 1, 2024 Wages – 2.05%

Salary Level	Classification		Start	Step 1	Step 2	Step 3
1		A	37,583	39,221	40,841	
		H	20.65	21.55	22.44	
2		A	38,129	40,659	43,207	
		H	20.95	22.34	23.74	
3	File Clerk, Resource Center Clerk, Recreation Therapist	A	40,641	43,389	46,137	
		H	22.33	23.84	25.35	
4	Case Aide, Administration Reception, ASO/Secretary, ASO/AR Reception (Kap)	A	42,424	44,972	47,629	50,250
		H	23.31	24.71	26.17	27.61
5	Accounts Clerk (AR/SAMS), OPS Tec Timmins, ASW/Accounts Timmins, ASO Timmins, OPS Tec Kap, ASOP/OTSO	A	46,301	49,195	52,070	54,928
		H	25.44	27.03	28.61	30.18
6	Tenant Placement Officer, ASO Finance, Community Relations Worker	A	50,232	53,417	56,566	59,769
		H	27.60	29.35	31.08	32.84
7	Case Manager, Child Care Coordinator, Local Systems Support, Employment Resource Worker, Finance Clerk, Accounts Clerk Payroll	A	53,981	57,512	61,116	64,683
		H	29.66	31.60	33.58	35.54
8	Eligibility Review officer	A	57,931	61,807	65,720	69,615
		H	31.83	33.96	36.11	38.25
9	Family Support Worker, Case Presenting Officer/Case File Auditor	A	62,189	66,357	70,580	74,802
		H	34.17	36.46	38.78	41.10
10		A	66,576	71,089	75,639	80,171
		H	36.58	39.06	41.56	44.05
10.5		A	68,960	73,874	78,424	83,119
		H	37.89	40.59	43.09	45.67
11		A	71,071	75,949	80,826	85,704
		H	39.05	41.73	44.41	47.09
	Student Rate - 1 (outside workers)	A				
		H	18.60			
	Student Rate - 2 (inside workers, student coordinator)	A				
		H	18.60			
	Maintenance Repair	A				
		H	26.44			
	Maintenance Repair 2, Sub-foreman	A				
		H	31.10			

Appendix A – January 1, 2025 Wages – 2.10%

Salary Level	Classification		Start	Step 1	Step 2	Step 3
1		A	38,366	40,040	41,696	
		H	21.08	22.00	22.91	
2		A	38,930	41,514	44,117	
		H	21.39	22.81	24.24	
3	File Clerk, Resource Center Clerk, Recreation Therapist	A	41,496	44,299	47,102	
		H	22.80	24.34	25.88	
4	Case Aide, Administration Reception, ASO/Secretary, ASO/AR Reception (Kap)	A	43,316	45,919	48,630	51,306
		H	23.80	25.23	26.72	28.19
5	Accounts Clerk (AR/SAMS), OPS Tec Timmins, ASW/Accounts Timmins, ASO Timmins, OPS Tec Kap, ASOP/OTSO	A	47,265	50,232	53,162	56,074
		H	25.97	27.60	29.21	30.81
6	Tenant Placement Officer, ASO Finance, Community Relations Worker	A	51,288	54,545	57,749	61,025
		H	28.18	29.97	31.73	33.53
7	Case Manager, Child Care Coordinator, Local Systems Support, Employment Resource Worker, Finance Clerk, Accounts Clerk Payroll	A	55,110	58,713	62,408	66,048
		H	30.28	32.26	34.29	36.29
8	Eligibility Review officer	A	59,150	63,099	67,103	71,071
		H	32.50	34.67	36.87	39.05
9	Family Support Worker, Case Presenting Officer/Case File Auditor	A	63,500	67,759	72,054	76,367
		H	34.89	37.23	39.59	41.96
10		A	67,977	72,582	77,223	81,864
		H	37.35	39.88	42.43	44.98
10.5		A	70,416	75,421	80,062	84,867
		H	38.69	41.44	43.99	46.63
11		A	72,563	77,550	82,519	87,506
		H	39.87	42.61	45.34	48.08
	Student Rate - 1 (outside workers)	A				
		H	18.99			
	Student Rate - 2 (inside workers, student coordinator)	A				
		H	18.99			
	Maintenance Repair	A				
		H	27.00			
	Maintenance Repair 2, Sub-foreman	A				
		H	31.75			

Letter of Understanding – Expense Policy

BETWEEN


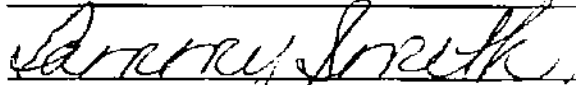



District of Cochrane Social Services Administration Board
(hereinafter called the employer)

and

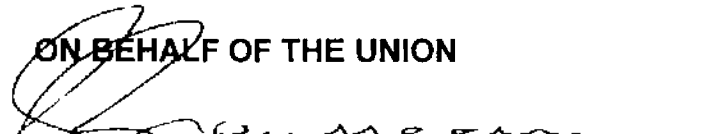
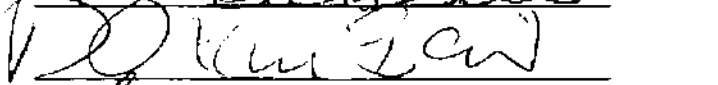
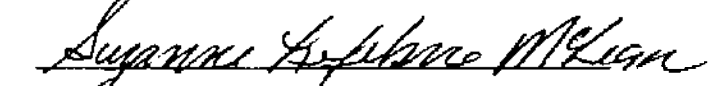


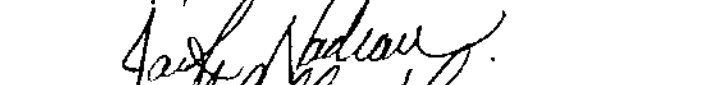
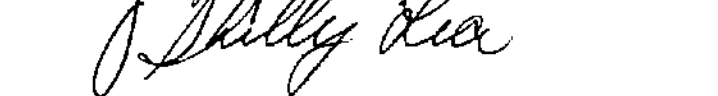
CUPE Local 4293
(hereinafter called the union)

The Employer will maintain the meal and mileage allowance for the employees of the CDSSAB as per the organization's policy as set out by the CDSSAB Board.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Letter of Understanding – Northern Living Allowance

BETWEEN

District of Cochrane Social Services Administration Board
(hereinafter called the employer)

and

CUPE Local 4293
(hereinafter called the union)

A Northern Living Allowance for Moosonee employees will be provided in accordance with the following:

Moosonee employees will receive a base salary according to their classification on the CUPE Local 4293 salary grid.

In addition to the base salary, Moosonee employees will receive a Northern Living Allowance per annum as follows:

Jan 1, 2021 - Dec 31, 2021				1.95%
Classification	Start	Step 1	Step 2	Step 3
Case Aides	5,098	5,098	5,098	5,098
Case Managers, ERW	13,890	13,890	12,903	12,126

Jan 1, 2022 - Dec 31, 2022				1.95%
Classification	Start	Step 1	Step 2	Step 3
Case Aides	5,197	5,197	5,197	5,197
Case Managers, ERW	14,161	14,161	13,155	12,362

Jan 1, 2023 - Dec 31, 2023				1.95%
Classification	Start	Step 1	Step 2	Step 3
Case Aides	5,298	5,298	5,298	5,298
Case Managers, ERW	14,437	14,437	13,412	12,603

Jan 1, 2024 - Dec 31, 2024				2.05%
Classification	Start	Step 1	Step 2	Step 3
Case Aides	5,407	5,407	5,407	5,407
Case Managers, ERW	14,733	14,733	13,687	12,861

Jan 1, 2025 - Dec 31, 2025

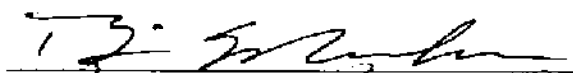
2.10%


Classification	Start	Step 1	Step 2	Step 3
Case Aides	5,521	5,521	5,521	5,521
Case Managers, ERW	15,042	15,042	13,974	13,131

The Northern Living Allowance shall remain the same for the duration of this agreement as indicated above and any increases in salary shall only be reflected in the salary grid for CUPE Local 4293.

Signed at Timmins, Ontario this 13th day of December, 2021.


ON BEHALF OF THE EMPLOYER

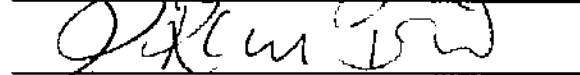


Gregory Smith


Amy Cheneau
Aulala

ON BEHALF OF THE UNION



Stephen McLean


R. Chabot
Paul McLean
Shelly Lia

LETTER OF UNDERSTANDING – WSIB/SICK LEAVE

BETWEEN

District of Cochrane Social Services Administration Board
(hereinafter called the Employer)

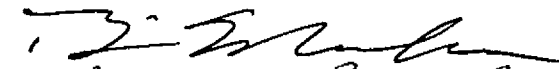
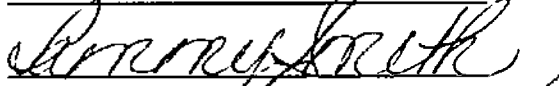

And



CUPE Local 4293
(hereinafter called the Union)

That, where an employee is absent from work due to an accident which occurred while performing the duties of an employee of the Employer and is in receipt of WSIB and requests, in writing, the Employer to make up the difference between the amount of WSIB being paid and his or her total salary, then such difference shall be charged against his or her sick leave credit.


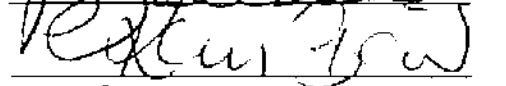

Signed at Timmins, Ontario this 13th day of December, 2021.




ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Letter of Agreement – On-call for Housing Services Persons

BETWEEN

District of Cochrane Social Services Administration Board
(hereinafter called the employer)

and

CUPE Local 4293
(hereinafter called the union)

Whereas a Letter of Understanding has been reached regarding the On-Call for Housing Service Persons; and

Whereas the Employer and the Union have met to further develop the associated procedures through a joint process, and

Whereas the on-call function is now a function of the service person job duties to be compensated at a premium pay rate of \$2.00 per hour for scheduled on-call hours; and


Whereas Housing Service Persons will be available on a rotating basis, as scheduled by the employer, to receive and address maintenance calls outside of normal working hours;

Now therefore the employer and the union agree to the following:

- Scheduled on-call hours will be compensated at the premium rate of \$2.00 per hour unless it is determined to be required otherwise by legislation.

Signed at Timmins, Ontario this 13th day of December, 2021.


ON BEHALF OF THE EMPLOYER




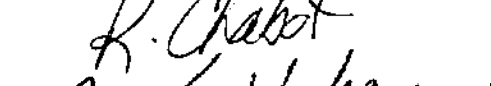
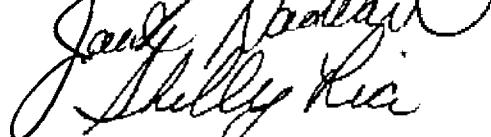
Amy Smith
M.F.O.


Joe Cheever
Asst. Dir.

ON BEHALF OF THE UNION



Stephen McKeown


R. Chabot

Jody Nadeau

Shelly Kici

Letter of Understanding – Security Tenants

BETWEEN

District of Cochrane Social Services Administration Board
(hereinafter called the employer)

and

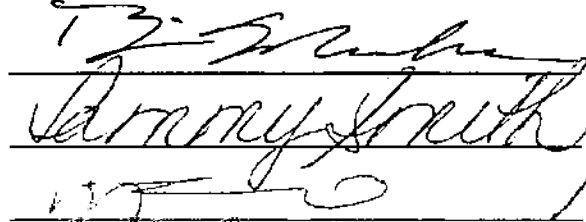
CUPE Local 4293
(hereinafter called the union)

Security Tenants are excluded from the Collective Agreement. The duties of the Security Tenants are as follows:

- reporting maintenance problems to supervisor,
- reporting on vandalism to supervisor,
- assisting on lock-outs,
- monitoring fire alarm systems and assisting in cases of fire alarms,
- reporting disturbances to supervisor and/or police,
- maintaining general security,
- ensuring doors are properly secured,
- any other related duties.

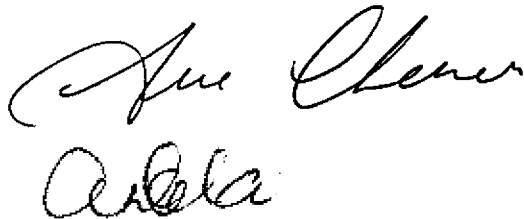
Signed at Timmins, Ontario this 13th day of December, 2021.

ON BEHALF OF THE EMPLOYER

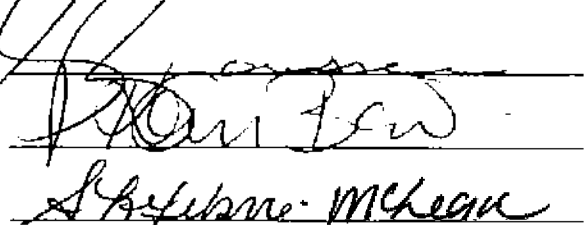


Amy Smith

1170

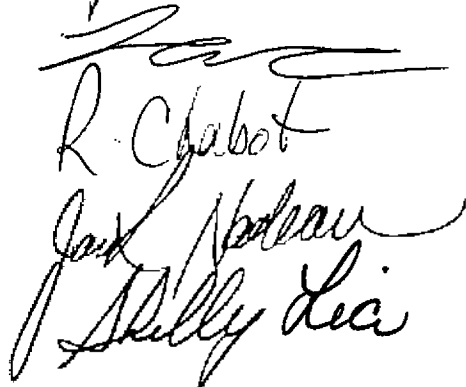

Joe Chene
Arleta

ON BEHALF OF THE UNION



Dan Lew

Stephanie McKeon


R. Chabot

Jack Pedraza

Shelly Leic