



The Children's Aid Society
OF HAMILTON

La Société d'aide à l'enfance
DE HAMILTON

Serving Hamilton's children and families since 1894.

Au service des enfants et des familles de Hamilton depuis 1894.

COLLECTIVE AGREEMENT

THE CHILDREN'S AID SOCIETY OF HAMILTON

(Hereafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5300 Administrative, Technical and Support Unit

(Hereafter referred to as the "Union")

For the Period April 1, 2022 – March 31, 2025

April 1, 2022

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Collective Agreement dated this

16 day of June , 2022.

BETWEEN

THE CHILDREN'S AID SOCIETY OF HAMILTON

(Hereinafter referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5300

LOCAL 5300, Administrative, Technical and Support Unit

(Hereinafter referred to as the "Union")

Article 1 – Purpose

1.01 The main purpose of this Agreement is to establish and maintain working conditions, hours of work and salary with respect to Employees covered by this Agreement, and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

Article 2 – Recognition

- 2.01 a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all regularly employed full-time office and clerical Employees of the Children's Aid Society of Hamilton in the City of Hamilton save and except persons who exercise managerial functions or are employed in a confidential capacity as defined by the *Labour Relations Act*, Senior Administrative Assistants to Directors and Managers, Administrative Assistants, students employed during school vacation period and students employed in co-op jobs.
- b) Notwithstanding the foregoing, the Employer also recognizes the Union as the sole and exclusive collective bargaining agent for part-time office and clerical Employees of the Children's Aid Society of Hamilton who are regularly employed for twenty-one (21) or more hours per week subject to the same exceptions as in Article 2.01 (a).

- 2.02 The Union recognizes the obligations of the Employer to provide service to the public pursuant to its mandate in the Child, Youth and Family Services Act and other legislation.
- 2.03 The Union and Employer agree to abide by the Ontario Human Rights Code which exists to protect the human rights of individuals in the workplace.

It is understood that harassment on the basis of any prohibited ground is contrary to the Human Rights Code. Harassment is the act of engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

Article 3 – Definitions

- 3.01 a) Regular Full-Time Employee: A regular full-time employee is an employee who is regularly scheduled to work thirty-four (34) hours per week.
- b) Regular Part-Time Employee: A regular part-time employee is an employee who is regularly scheduled to work between twenty-one (21) and thirty-three (33) hours per week.

Article 4 – Relationship

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representative members because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 4.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours or on the Employer's premises except as specifically permitted by this Agreement or in writing by the Employer.
- 4.03 The Employer may grant to the Union, permission to hold meetings on the Employer's premises without cost provided the Union makes its request in writing prior to the date of the meeting and that the room or rooms so requested not be in use.
- 4.04 The Union will advise each new employee of the location of the electronic version of the Collective Agreement and provide a paper copy upon commencement of employment and the Employer will allow each new employee to meet with a Union representative for thirty (30) minutes during the first month of employment.

Article 5 – No Strike or Lockout

5.01 There will be no strikes or lockouts as defined in the *Ontario Labour Relations Act*, so long as this Agreement continues to operate.

Article 6 – Management Functions

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

- a) maintain order, discipline and efficiency;
- b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge, or otherwise discipline Employees provided that if any Employee who has completed their probationary period has been discharged or disciplined without just cause, if any probationary Employee has been discharged or disciplined in bad faith, or in an arbitrary or discriminatory manner, laid off or recalled contrary to the terms of this Agreement, a grievance may be filed in accordance with the grievance procedure;
- c) make and enforce from time-to-time, such reasonable rules and regulations as the Employer considers necessary or advisable for the efficient and orderly conduct of its business and require Employees to observe such reasonable rules and regulations provided they are not inconsistent with the expressed provisions of this Agreement; the Union will be advised of any changes or additions to rules and regulations;
- d) manage the Society and without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes of operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of Employees required from time-to-time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the expressed provisions of this Agreement.

Article 7 – Representation and Employer/Union Meetings

7.01 The Union may elect or appoint representatives from amongst employees in the Bargaining Unit who have completed their probationary period for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement, as well as for representatives on the following committees:

- a) Union/Management Committee

b) Joint Health & Safety Committee

- 7.02 Union membership of the above committees shall not exceed a total of four (4) in number for CUPE Local 5300, one of whom may be designated as Co-chair. The Employer and Union shall have equal committee member representation.
- 7.03 The Employer agrees to convene a meeting of the Union/Management committee at a mutually agreeable time at least once every three (3) months, or at such other times as the parties may agree. The purpose of such meetings shall be to deal with present or prospective problems relating to the administration of the Collective Agreement or other matters mutually agreed to by the parties. A call for agenda items will be made one (1) week prior to the date of the meeting.
- 7.04 a) The Employer agrees to pay wages for up to a maximum of four (4) hours for any one meeting for Union representatives attending recognized committee meetings as per Article 7.01 and attending grievance meetings as per Article 10.
- b) It is further understood that the Employer may initiate meetings where it wishes to discuss matters with Union representatives and in such a case, the Employer will pay for all time lost during regular working hours through attendance of Union representatives at any such meetings.
- c) Joint Health and Safety Committee members shall be entitled to paid preparation time in accordance with the terms of the Occupational Health and Safety Act. Union Management Committee members shall be entitled to fifteen (15) minutes preparation time in advance of Committee Meetings.
- d) It is agreed that Union representatives shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties without having first secured permission from their immediate Supervisor, which permission shall not be unreasonable withheld.
- 7.05 a) For the purpose of the Union Bargaining Committee, Article 7.01 applies, the committee shall have equal representation from the Union and Employer and shall not exceed six (6) union members, not including the CUPE National Representative.
- b) The Union Bargaining Committee shall attend without loss of regular pay, negotiations between the Union and Employer, up to and including conciliation and mediation.
- c) Within one hundred and twenty (120) days of the expiry of the Collective Agreement, the Employer agrees to pay regular wages up to fourteen (14) hours for each of the Union Bargaining Committee members to prepare their

proposal for Bargaining, to a maximum of six (6) union members.

- 7.06 The Union shall keep the Employer notified in writing of the names of current representatives, the areas they represent and those representatives who are members of all committees, as well as the effective date of their respective appointments.
- 7.07 If the president of CUPE Local 5300 is employed as a member of the bargaining unit under this Collective Agreement, the Employer agrees to reduce the President's workload by thirty percent (30%). The thirty percent (30%) reduction is to be mutually determined between the President and their Supervisor.

Article 8 – Union Security

- 8.01 The Employer shall deduct an amount equal to the regular monthly Union dues from every Employee in the Bargaining Unit. The amount of the regular monthly dues shall be those authorized by the Union Local 5300 and the Secretary-Treasurer of the Union shall notify the Employer of any changes therein, and such notification shall be the Employer's conclusive authority to make the deductions specified. The Employer shall forward the dues deducted to the Secretary-Treasurer or designate of the National Union by electronic funds transfer in the month following the month in which the deductions were made. At the same time the dues are remitted, the Employer will provide the Secretary-Treasurer of the Union Local 5300 with an electronic list of the name, hours worked, earnings, and dues deducted for each Employee.
- 8.02 In consideration of the deductions and forwarding of Union dues by the Employer, the Union shall indemnify and save harmless the Employer against any claims or liability arising or resulting from the operation of the Article.
- 8.03 Dues deductions shall become effective in the month following the month in which the Employee was hired. Such dues shall be forwarded to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the month following that month in which deduction is taken, along with a list of Employees from whom deductions were made.
- 8.04 Employees excluded from the Bargaining Unit shall not perform duties normally performed by Employees in the Bargaining Unit which shall directly cause or result in a layoff, a reduction of hours or compensation, or loss of seniority to Employees in the Bargaining Unit.
- 8.05 In the event that the Employer merges or amalgamates with any body, and subject to the requirements of the *Ontario Labour Relations Act* (OLRA) and the *Employment Standards Act* (ESA), the Employer shall ensure that:

If any Bargaining Unit with which this Bargaining Unit shall merge or combine has a greater right, benefit, term or condition of employment

and/or a higher rate of remuneration, the greater right, benefit, term or condition of employment and/or rate of remuneration shall prevail or accrue to the members of this Bargaining Unit with the current or successor Employer.

- 8.06 The Employer shall provide the Union with office space on the Society's premises.

Article 9 – Discipline

- 9.01 The parties agree and acknowledge that disciplinary measures should be corrective in nature and that, where applicable, the principle of progressive discipline should prevail.
- 9.02 Where the Employer convenes a meeting for the purpose of an investigation and/or imposition of discipline, the employee being investigated or disciplined may be represented by a Union representative from CUPE, Local 5300, if desired. The meeting will be held immediately provided that the employee is able to have the Union representative present, if desired. In the event that a Union representative is not available, the meeting will occur the following business day. In the event that a member chooses not to have union representation, the Employer will notify the Union President of the meeting date, time and member involved.
- 9.03 A written disciplinary action imposed upon an Employee shall be removed from the Employee's personnel file eighteen (18) months after imposition, providing there is no similar or like disciplinary action within that eighteen (18) month period.

Article 10 – Grievance Procedure and Arbitration

- 10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. For the purpose of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays, as defined in Article 16.01.

- 10.02 Complaint Stage - Verbal

It is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity to address their complaint. The employee may request the assistance of a Union representative. If an employee has a complaint, the following steps shall be followed:

- a) The employee shall discuss it with their immediate Supervisor within seven (7) days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the

employee. In the event that the employee is away from the office as a result of work commitments for the entire seven (7) day period, then this period shall be extended for an additional three (3) business days.

- b) The Supervisor shall give their written response to the complaint within seven (7) days following this discussion.
- c) Failing settlement, it may be then taken up as a grievance within seven (7) days following advice of the immediate Supervisor's decision in the manner and sequence set out hereafter.

Step #1

The Employee, who may request the assistance of their Union representative, may present their grievance to their immediate Supervisor. The grievance shall be in writing on a grievance form approved by the Employer and the Union and shall include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate Supervisor shall deliver their decision in writing within ten (10) days following the presentation of the grievance to them.

Failing Settlement:

Step #2 - Written

Within seven (7) days after the decision in Step #1, the grievor, who shall have the assistance of a Union representative, may submit the grievance in writing to the Director of Human Resources or designate. A meeting will then be held between the Director of Human Resources or designate, up to two additional Employer representatives, the grievor and up to two (2) Union representatives. Such meeting shall be held within seven (7) days of submission of the grievance at Step #2 unless extended by agreement in writing by the parties. The decision of the Director of Human Resources or designate shall be delivered in writing within seven (7) days following the date of such meeting.

10.03 Policy Grievance

It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an Employee or Employees and that the regular grievance procedure shall not be thereby by-passed.

10.04 Group Grievance

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance, in writing, signed by each employee to the Director of Human Resources or designate within ten (10) days following the occurrence of origination of the common circumstances giving rise to the grievance. The grievance shall then be treated as being initiated as Step #2. For the purpose of Union representation at the grievance meeting, one (1) designate from the grievors will represent the group of grievors and up to two (2) union representatives will attend.

10.05 A claim by an Employee who has completed their probationary period, that they have been unjustly discharged, suspended or laid-off, or a claim by a probationary Employee, that they have been disciplined or discharged in bad faith, or in an arbitrary or discriminatory manner, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step #2 of the grievance procedure within seven (7) days after the date of notice of discharge or layoff has been issued or within seven (7) days after the date that the disciplinary suspension has been imposed.

10.06 A grievance as referred to in Article 10.05 may be settled under the grievance or arbitration procedure.

10.07 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next Step of the foregoing procedure, including arbitration.

10.08 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation providing it does not exceed the time limits set out in Article 10.02.

10.09 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 arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

10.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing provisions, it shall make such request in writing addressed to the other party to this Agreement, and, at the same time, nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated

shall attempt to select, by agreement, a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of ten (10) days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson. Alternatively, the parties may mutually agree to appoint a Single Arbitrator to hear the grievance.

- 10.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.13 The Arbitration Board or Single Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the Employee or Employees concerned.

Where there is a Single Arbitrator, the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

- 10.15 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairperson of the Arbitration Board.
- 10.16 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with, except by written agreement to extend them, and failure to so comply shall result in the grievance being deemed to have been abandoned subject to the applicable provisions of the *Labour Relations Act* relating to time limits.

Article 11 – Seniority

- 11.01
 - a) Seniority, as referred to in this Agreement, shall mean length of continuous service with the Employer in a Bargaining Unit position calculated from the date upon which the Employee last commenced continuous service with the Employer.
 - b) Seniority for regular full-time Employees is defined as 1,768 hours per year. Seniority for regular part-time Employees is defined as the ratio of regularly scheduled hours of work to 1,768 hours.
- 11.02 The parties agree that the purpose of the probationary period is to provide an opportunity to determine whether a new Employee has the ability to become a

reliable, competent worker who will work co-operatively with management and their fellow Employees.

- 11.03 All Employees shall be on probation for a period of three (3) continuous calendar months of active employment, provided that, in the case of Employees who have been hired as temporary, casual contract Employees prior to becoming regular full-time, the three (3) month probationary period will commence at the point they attain regular full-time status.

Upon successful completion of the probationary period, including any extension, an Employee will be credited with seniority from the original date of hire if service has been continuous and such seniority shall have application in accordance with the provisions herein.

- 11.04 An Employee will have no seniority rights during their probationary period.

- 11.05 An Employee shall lose all seniority and shall be deemed to have terminated if:

- a) An Employee submits a written resignation or in the absence of a written resignation, when the Employer confirms the resignation by registered mail at the Employee's last known address;
- b) an Employee is discharged and not reinstated under the terms of this Agreement;
- c) an Employee has been laid off for eighteen (18) months;
- d) an Employee fails to report to work within a period of ten (10) days after receipt of notice by registered mail at their last known address to report to work after a lay-off;
- e) an Employee utilizes a leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- f) an Employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- g) an Employee who is absent due to illness or injury for a period of thirty-six (36) months where the medical prognosis for future employment and attendance on a regular basis is poor.

- 11.06 a) The Employer shall maintain a seniority list showing the Employee's name, seniority date, date of hire if different from seniority date and current classification. The list shall be revised semi-annually with copies provided to the Union.

- b) The Employer shall also provide the Union Executive with a list of Bargaining Unit members' current addresses and telephone numbers semi-annually.
- 11.07 It shall be the responsibility of each Employee to keep the Employer advised of their address for the purpose of Article 11.05.
- 11.08 In the case where a Bargaining Unit Employee accepts a temporary non-Bargaining Unit position, of duration of eighteen (18) months or less, the Employee shall continue to pay regular monthly dues and seniority shall accrue during that period. Any extension of the temporary non-Bargaining Unit assignment shall be the subject of discussion between the Employer and the Union.
- 11.09 In recognition of the responsibility which each Employee of the Children's Aid Society has to ensure that the critical services provided by the Children's Aid Society are disrupted to the minimum degree possible and to ensure as smooth a transition as possible where an Employee has decided to leave the employment of the Employer, an Employee shall give a minimum of at least two (2) weeks' written notice of termination of employment to the Employer. Any part of an Employee's vacation period shall not be considered part of the notice to the Employer.

Article 12 – Lay-off and Recall

- 12.01 In the event of a reduction in the workforce lay-off of staff shall, subject to the following, be on the basis of the reverse order of Bargaining Unit seniority provided that in all cases the remaining Employees have the necessary qualifications to perform the available work.
- 12.02 Job Security
- a) Qualifications
 - i) Should job qualifications be changed by employers, Bargaining Unit members will be deemed qualified for their current positions, and those qualifications for which an Employee has been deemed qualified will be transferrable to any other position within the Bargaining Unit which requires those qualifications.
 - ii) Should job qualifications be changed as a result of legislation or government directives, the applicable Ministry shall work with Employers and the Unions to develop a plan to mitigate any negative impact for staff.
 - b) Organizational Changes
 - i) The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined a reduction in Bargaining Unit

Employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of Bargaining Unit members.

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

c) Restructuring, Mergers and Amalgamations

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

Nothing in Article 12.02 is intended to deprive any Employee of any options upon layoff that may be available to that Employee under the Collective Agreement.

12.03 In the event of a subsequent increase in the workforce Employees shall be recalled, subject to the provisions of Article 11.05, in order of seniority providing the Employees in question have the necessary qualifications and ability to perform the available work.

- 12.04 a) Where layoff is necessary, the Employer shall first meet with the Union to discuss the effect of such reduction on the level of services required and in the classification levels of affected staff, and hear any representations of the Union. The parties may, by mutual agreement, determine how the layoff will be affected. Such agreement will be final and binding on all concerned. If no such agreement is reached, the section below will apply.
- b) A redeployment committee will be established no later than two (2) weeks after the notice of layoff is given to the Union.

12.05 The Employer shall advise the Union of those employees who are to be laid off and those employees may then exercise displacement rights against the most junior employee in the same or lower classification within seven (7) working days of the notice provided that the remaining employees have, in the opinion

of the Employer, the necessary qualifications to perform the available work, such opinion not to be unreasonably exercised.

- 12.06 The Employer shall give a minimum of at least four (4) weeks' written notice of layoff, or regular pay for all or any portion of such minimum notice, if the Employee is not required to work.
- 12.07 For the purposes of this Article, it shall be the Employee's responsibility to keep the Employer advised of their current address and telephone number.

Article 13 – Promotions and Transfers

- 13.01 Except as noted in 13.04 and 13.06, vacancies in the Bargaining Unit will be posted on the intranet. Postings shall contain the job title, current salary range, department and a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Employer.

Where the Employer changes the status of a position from full-time to part-time, or vice versa, this change will be considered a vacancy to be posted in accordance with this article.

When an employee will be absent on vacation, the employee may advise Human Resources, in writing, no more than seven (7) days prior to beginning the vacation, that the employee wishes to be considered for any internal postings which may arise during the employee's vacation.

The written notice must specify the department/position for which the employee wishes to be considered. If such postings arise during the employee's vacation, the written notice will be considered an application.

- 13.02 Vacancies shall be posted for a period of five (5) working days and Employees bidding on job vacancies must make application in writing and this must be received by the Employer no later than the fifth (5th) day. For purposes of this Article, reference to "days" shall exclude Saturdays, Sundays and paid holidays as defined in Article 16.01.
- 13.03 Temporary vacancies which are expected to exceed ninety (90) calendar days including, but not limited to, vacancies caused by absence due to illness, accident, leave of absence, pregnancy, adoption and parental leaves, will be posted as temporary vacancies. Such temporary vacancies shall be filled in accordance with Article 13.05. An Employee who is the successful applicant to a temporary vacancy shall be returned to their former position. If the former position no longer exists at the completion of the temporary assignment, the employee may be returned to a comparable job, at the same level and current rate of pay of the original position. No temporary vacancies shall exceed twelve (12) months in length, except where the vacancy is due to an extended parental

leave which may be up to eighteen (18) months, or unless by mutual agreement.

- 13.04 It is understood that where a vacancy arises as a result of a reorganization, the filling of which shall not result in any increase in complement, the Employer may first transfer, without posting, Employees to positions within the same Department having the same salary level and classification.
- 13.05 a) Subject to the foregoing, the Employer shall consider applicants for transfer or promotion on the basis of their qualifications and ability to perform the duties of the job. Where, as amongst candidates, these factors are relatively equal amongst two (2) or more Employees, seniority shall be given primary consideration in the final selection. Upon filling a posted vacancy, the Employer shall, within ten (10) working days, notify the successful candidate and the internal candidate(s) who have been unsuccessful in securing the said vacancy. Upon the request of the applicants, the Employer shall detail in writing the reasons why they were not awarded the position for which they applied.
- b) The Employer agrees not to accept or consider any outside applicants until all Bargaining Unit Employees who have applied have been considered in accordance with this Article.
- 13.06 The Employer agrees to post the first resultant vacancy, but any subsequent vacancies may be filled by the Employer without posting. However, where such vacancy is not posted, the criteria in selecting an Employee for such vacant position shall be as set out in Article 13.05.
- 13.07 The Employer need not consider any applicant for a posting who has, within the prior six (6) month period, successfully bid on a vacancy, unless the vacancy is a promotion for the applicant.
- 13.08 The Employer agrees that it will not transfer an Employee to a position outside the Bargaining Unit without the Employee's consent.
- 13.09 Recruitment and Retention – Mobility of Employee in the Child Welfare Sector

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

- i) All Bargaining Unit vacancies that occur at a participating Employer, where the Employer has exhausted the normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.

- ii) Employees hired from one agency into another will be required to complete a full probation period as per Article 11 of the Collective Agreement.
- iii) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

Article 14 – New Classification and Temporary Transfers

- 14.01 An Employee promoted or transferred to a higher classification within the Bargaining Unit shall be placed at such level in the classification that will represent an increase of salary no less than one step in the salary range of their previous classification (providing it does not exceed the salary range of the classification to which they have been promoted) taking into consideration relevant and comparable experience within the Society. An Employee who is moved to a lower rated classification will be placed at the salary level of such classification, if any, which most closely recognizes their experience level or their former salary range. Notwithstanding the foregoing, an Employee who temporarily assumes the regular job functions of another position, where that position has not changed substantially and is at a higher classification level, shall receive the applicable rate change in salary from the first day of the temporary assignment.
- 14.02 An employee who is asked by the Employer to perform the duties of a higher paid position temporarily because of a shortage of employees or other such emergency shall receive the higher rate of pay for all hours worked.
- 14.03 The provisions of this article are not applicable to employees completing paid student placements with the Society. Employees completing paid student placements will be placed at the rate commensurate with their experience in the student placement role.

Article 15 – Leaves of Absence

- 15.01 The Employer may, at its discretion, grant leave of absence without pay for legitimate personal reasons.
- 15.02 Pregnancy Leave**
- a) Upon written notification of at least one (1) month prior to the start of such leave, the Employer shall grant a leave of absence without pay to a pregnant Employee who qualifies for parental (or pregnancy) leave under the *Employment Standards Act*, in accordance with the provisions of the *Employment Standards Act*, and this leave shall include the following conditions:

- i) an Employee will be permitted to continue all Employee benefits during this leave of absence, subject to the provisions of the applicable benefit plan, provided that they continues to pay their share, if any, toward premium contributions; however, benefits during any extension under subparagraph (iv) shall only continue if the Employee assumes responsibility for payment of the full premium costs in connection with her benefit coverage;
 - ii) full seniority credits shall continue to accrue during this leave and shall be credited immediately upon the Employee's return to work. Vacation credits will continue to accrue during the period of absence allowable in accordance with the provisions of the *Employment Standards Act* for pregnancy and parental leave;
 - iii) when such leave has been agreed to by the Employer and due to unforeseen circumstances, the date that the leave is required is advanced or delayed, such change in start date shall be granted;
 - iv) an Employee may request an extension of the leave of absence provided for herein which shall be considered by the Employer having regard to the needs of the Employer.
- b) An Employee may, with the consent of the Society, shorten the duration of the unpaid leave of absence requested under paragraph (a) above by providing the Employer with four (4) weeks' notice of their intention to do so.
- c) The Society shall provide an Employment Benefit Supplement for pregnancy leave, subject to approval by the Employment Insurance Commission of the Society's Supplemental Employment Benefit Plan, for a maximum of fifteen (15) weeks. An Employee entitled to pregnancy leave under this Article, who provides the Society with proof that they are in receipt of the Employment Insurance maternity benefit, shall be paid a Supplemental Employment Benefit equivalent to the difference between sixty-five percent (65%) of their regular weekly gross earnings and the Standard weekly Employment Insurance Benefits which the employee is entitled to receive. "Standard weekly Employment Insurance Benefits" is defined as fifty-five percent (55%) of the employee's average weekly insurable earnings up to the Employment Insurance maximum amount.

Payment shall commence following the completion of the Employment Insurance waiting period.

15.03 Parental Leave

- a) Upon written notification of at least a month prior to the start of such a leave, any staff member who qualifies for parental leave under the *Employment Standards Act* shall be entitled to leave without pay in

accordance with the *Employment Standards Act* in connection with the birth of their child. Such leave will include the following conditions:

- i) an Employee will be permitted to continue all Employee benefits during this leave of absence, subject to the provisions of the applicable benefit plan, provided that they continue to pay their share, if any, toward premium contributions; however, benefits during any extension under subparagraph (iv) shall only continue if the Employee assumes responsibility for payment of the full premium costs in connection with their benefit coverage;
 - ii) full seniority credits shall continue to accrue during this leave and shall be credited immediately upon the Employee's return to work. Vacation credits will continue to accrue during the period of absence allowable in accordance with the provisions of the *Employment Standards Act* for pregnancy and parental leave;
 - iii) when such leave has been agreed to by the Employer and due to unforeseen circumstances the date that the leave is required is advanced or delayed, such change in start date shall be granted;
 - iv) an Employee may request an extension of the leave of absence provided for herein which shall be considered by the Employer having regard to the needs of the Employer.
- b) An Employee may, with the consent of the Society, shorten the duration of the unpaid leave of absence requested under paragraph (a) above by providing the Employer with four (4) weeks' notice of their intention to do so.
- c) The Society shall provide an Employment Benefit Supplement for parental leave for those Employees who do not qualify for top up under 15.02 (c) or 15.04 (c), subject to approval by the Employment Insurance Commission of the Society's Supplemental Employment Benefit Plan, for a maximum of fifteen (15) weeks. An Employee entitled to parental leave under this Article, who provides the Society with proof that they are in receipt of the Employment Insurance parental benefit, shall be paid a Supplemental Employment Benefit equivalent to the difference between sixty-five percent (65%) of their regular weekly gross earnings the Standard weekly Employment Insurance Benefits which the employee is entitled to receive. "Standard weekly Employment Insurance Benefits" is defined as fifty-five percent (55%) of the employee's average weekly insurable earnings up to the Employment Insurance maximum amount.

Payment shall commence following the completion of the Employment Insurance waiting period.

15.04 Adoption Leave

- a) An Employee who qualifies for parental (or adoption) leave under the *Employment Standards Act* in connection with the adoption of a child shall be entitled to leave without pay in accordance with the *Employment Standards Act* upon the adoption of the child. Such leave will include the following conditions:
- i) an Employee will be permitted to continue all Employee benefits during this leave of absence, subject to the provisions of the applicable benefit plan, provided that they continues to pay their share, if any, toward premium contributions; however, benefits during any extension under subparagraph (iv) shall only continue if the Employee assumes responsibility for payment of the full premium costs in connection with their benefit coverage;
 - ii) full seniority credits shall continue to accrue during this leave and shall be credited immediately upon the Employee's return to work. Vacation credits will continue to accrue during the period of absence allowable in accordance with the provisions of the *Employment Standards Act* for pregnancy and parental leave;
 - iii) when such leave has been agreed to by the Employer and due to unforeseen circumstances the date that the leave is required is advanced or delayed, such change in start date shall be granted;
 - iv) an Employee may request an extension of the leave of absence provided for herein which shall be considered by the Employer having regard to the needs of the Employer.
- b) An Employee may, with the consent of the Society, shorten the duration of the unpaid leave of absence requested under paragraph (a) above by providing the Employer with four (4) weeks' notice of their intention to do so.
- c) The Society shall provide an Employment Benefit Supplement for adoption leave, subject to approval by the Employment Insurance Commission of the Society's Supplemental Employment Benefit Plan, for a maximum of fifteen (15) weeks. An Employee entitled to adoption leave under this Article, who provides the Society with proof that they are in receipt of the Employment Insurance Parental Benefit, shall be paid a Supplemental Employment Benefit equivalent to the difference between sixty-five percent (65%) of their regular weekly gross earnings and the Standard weekly Employment Insurance Benefits which the employee is entitled to receive. "Standard weekly Employment Insurance Benefits" is defined as fifty-five percent (55%) of the employee's average weekly insurable earnings up to the Employment Insurance maximum amount.

Payment shall commence following the completion of the Employment Insurance waiting period.

15.05 Employees will be entitled to two (2) days' leave of absence with pay on the occasion of the birth or adoption of their child.

15.06 Kinship Leave

The Employer shall grant up to a four (4) week unpaid leave of absence upon written request of an employee for time off in order to attend to matters relating to the transition of a child into Kinship with the employee.

15.07 Jury and Witness Duty

- a) An Employee who is subpoenaed or attends Court as a witness in any matter arising out of their duties for the Employer shall receive, for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of the attendance fee received. In addition, mileage and parking expenses incurred for such purpose shall also be paid. Employees who are required to attend while on an approved leave of absence, and not in receipt of regular pay, shall receive, upon return from leave, an equivalent amount of paid time off in lieu for time spent in such attendance, less the amount of attendance fee received. In addition, mileage, parking and meal expenses incurred for such purpose shall also be paid. Such payments and/or lieu time will be provided upon the Employee submitting documentary proof satisfactory to the Employer. Employees will also receive an equivalent amount of paid time off in lieu, for time spent in preparation for this attendance, provided that this preparation time has been approved in advance by the Supervisor.
- b) An Employee who is called for jury duty or subpoenaed to attend Court as a witness, in any matter that does not arise out of their duties for the Employer, shall receive, for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of attendance fee received, upon providing documentary proof satisfactory to the Employer.

15.08 Compassionate Leave

- a) An Employee may request compassionate leave due to the death, serious illness or injury of an immediate member of the family. "Serious illness or injury" is defined as a serious medical condition, including chronic, episodic and critically ill conditions that requires the Employee to provide care and support to an immediate family member.
- b) An immediate member of the family shall be defined as spouse, partner, child, step-child, foster child, parent, step-parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, foster parent or legal guardian, grandparent, grandchild, great grandparent.

- c) The Employer agrees to include common-law and same sex partner in the definition of partner with respect to the application of Article 15.07, where there is a continuity of living together.
- d) A request for compassionate leave may be made in the event of the death of an aunt, uncle, brother-in-law or sister-in-law.
- e) A request for compassionate leave may be made in the event of the death of a niece, nephew, godchild, godparent or cousin. A request for compassionate leave may be made in the event of the death of a co-worker to attend the funeral.
- f) A maximum of five (5) days will be granted in connection with any single request under 15.08 (a) and a maximum of three (3) days will be granted in connection with any single request under 15.08 (d), and a maximum of one (1) day will be granted in connection with any single request under 15.08 (e), provided that the total maximum days of compassionate leave which may be requested under this paragraph shall be ten (10) days per annum. However, notwithstanding the foregoing, if long distance travel is involved with any request, an additional two (2) days per request, should it be required, may be granted at the Employer's discretion.
- g) In the event a compassion leave is granted for purposes related to the death as covered in 15.08 (b) or 15.08 (d), the compassionate leave will begin the business day following the death of the relation. Scheduled work hours that occur during the compassionate leave period will be paid at the regular rate of pay.

15.09 Union Leave

Leaves of absence without pay may be granted for Union Officers and Trustees to attend CUPE National, or an affiliated Labour body, education events, conventions and conferences, provided however, that such leaves will not total more than sixty (60) working days per calendar year. No more than four (4) persons shall be granted leave at any one time provided such leave does not interfere with the efficient operation of the Employer. Such leaves shall not be unreasonably withheld. Notice is to be given to the Director of Human Resources one (1) month in advance of such leave.

- 15.10 Applicable benefits under the Collective Agreement subject to the provisions of the respective benefit plans shall continue during any approved leave under this Article up to but not exceeding thirty (30) calendar days subject to the Employee paying their share, if any, towards premium contributions.

The continuation of specific benefits for any leave in excess of thirty (30) calendar days shall be at the Employee's discretion and expense within the terms of the relevant insurance contract.

15.11 Personal Leave Days

Employees on payroll as of January 1st, or who are hired between January 1st and June 30th in any calendar year, shall be entitled to up to five (5) days with pay to be taken during the balance of that calendar year to attend to personal issues.

Employees who are hired on or after July 1st in any calendar year shall be entitled to up to two and one-half (2.5) days with pay to attend to personal issues during the balance of that calendar year.

Employees may take time off to attend medical or dental appointments or personal emergencies outside of this Article, provided that they make up the time. It is understood that making up the time does not fall within the flex time repayment parameters.

Scheduled Personal Leave Days shall not be used to extend vacation, or any other paid or unpaid leave of absence.

Personal Leave Days shall be used for religious and cultural observances and predictable and unpredictable family and household matters.

Where the situation is unpredictable, the Employee shall make their best effort to notify the Supervisor or designate no later than one (1) hour before their normal scheduled time of arrival if they are going to be absent for all or part of that day.

Where the situation is predictable, the Employee shall request approval from the Supervisor as soon as possible. Such approval shall not be unreasonably withheld.

Personal Leave Days cannot be carried over into the next calendar year and there is no cash payout in lieu thereof.

For the purpose of clarity, it is understood that leave taken by an Employee under Article 15.08 (Compassionate Leave), Article 15.11 (Personal Leave) and Article 20 (Sick Leave), will be counted towards the Employee's entitlement to Emergency Leave Days, under the *Employment Standards Act*.

15.12 Educational Leave

The Employer may, at its discretion, grant a leave of absence for the purpose of education. Any extension beyond a twelve (12) month leave will be considered on an individual basis and shall not be unreasonably withheld.

15.13 Other Leaves Under The Employment Standards Act

- a) An employee may request the following job-protected, unpaid Leaves of Absence in accordance with the terms of the Employment Standards Act, including but not limited to:

- i) Child Death Leave
- ii) Crime-Related Child Disappearance Leave
- iii) Domestic or Sexual Violence Leave
- iv) Family Caregiver Leave
- v) Family Medical Leave
- vi) Family Responsibility Leave
- vii) Organ Donor Leave
- viii) Reservist Leave

15.14 Salary Deferment Plan

The Employer will make available to Bargaining Unit Employees, a Salary Deferment Leave Plan.

Article 16 – Paid Holidays

16.01 Employees shall be entitled to the following holidays with pay:

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

16.02 When a holiday, as defined in Article 16.01, falls on a Saturday or Sunday, the Employer shall designate the preceding Friday and/or Monday following as a substitute day off with pay, except with respect to Employees on other than a regular Monday to Friday schedule.

16.03 Holiday pay for each holiday will be computed on the basis of the Employee's regular pay received had there been no holiday, provided that such pay shall not exceed one-fifth (1/5) of an Employee's weekly salary in a thirty-four (34) hour work week.

16.04 In order to qualify for payment of the holiday concerned, the Employee must work the full scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work on the work day immediately following the holiday, unless absent for all or part of such days for reasons satisfactory to the Employer.

- 16.05 It is recognized that Employees may be required to work on holidays. If an Employee is required to work on a holiday as defined in paragraph 16.01 above, the Employee shall be paid at time and half for all hours worked on that holiday. Further, the Employee may substitute another working day for the holiday, provided that the working day selected by the Employee shall be with the mutual consent of the Employer and the working day so substituted shall be deemed to be the holiday.
- 16.06 Employees on payroll as of January 1st, or who are hired between January 1st and June 30th in any calendar year, shall be entitled to two (2) Special Leave Days with pay to be used in that calendar year. Employees hired on or after July 1st in any calendar year shall be entitled to one (1) Special Leave Day with pay in that calendar year. Special Leave Days may be days selected by the Employee, subject to Employer approval. Special Leave Days cannot be carried over into the next calendar year and there is no cash payout in lieu thereof.

Article 17 – Vacation

- 17.01 The purpose of vacation is to provide Employees with a specific period of time away from their job without loss of pay. All vacation requests, including vacation carry over, must be approved by the appropriate Supervisor and subject to the final approval of the Department Director and Director of Human Resources. Any request is subject to the efficient operation of the Society and may be refused where scheduling requirements do not permit such.
- 17.02 All Regular Full-time and Regular Part-time employees shall receive annual vacation with pay in accordance with their continuous credit service. Entitlement shall be determined each calendar year based on the anniversary date of each employee, as follows:

<u>Year of Service</u>	<u>Regular Full-time</u>	<u>Regular Part-time</u>
Less than 1 year	1-2/3 days for each completed month of service	8 hours for each completed month of service
After 1 year	4 weeks	96 hours
After 10 years	5 weeks	120 hours
After 15 years	6 weeks	144 hours

- 17.03 It is understood that the vacation entitlement shall not be cumulative and employees are responsible to plan and utilize all vacation entitlements within the calendar year in which it is earned or granted unless circumstances have

prevented the employee from using vacation entitlement in the calendar year in which it is earned or granted. In that case, the employee may carryover a maximum of five (5) vacation days.

Employees who were unable to utilize their vacation entitlements in the calendar year in which it was earned must take their vacation carry over days by March 31st of the following vacation year.

- 17.04 Vacations shall be as scheduled by the Employer taking into consideration the wishes of the employees and staffing requirements. Requests for vacation should be submitted, in writing, to the Supervisor or designate not later than the schedule set out below. Employees who submit their vacation requests after the deadline will not be denied solely for this reason, subject to the already approved vacation schedule. Where, in scheduling vacations in accordance with the foregoing, conflicts arise as to the choice of available vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staffing requirements. Where there is no agreement, seniority shall be the deciding factor.

Vacation Period

Must be requested by:

May to September
October to April

February 15th
July 15th

- 17.05 Employees who terminate employment during a calendar year who have used vacation credits not yet earned will repay the unearned vacation credits to the Employer. The Employer may deduct such sums from any payment owing to the Employee.

Article 18 – Employee Benefits

- 18.01 Should the Provincial Employer Health Levy be revoked, the Employer will contribute 100% of the billed premiums towards an equivalent provincially governed plan. If no government plan is available, an equivalent plan offered by a private insurance carrier will be provided at no cost to the Employee.
- 18.02 The Employer shall, during the term of this Agreement, and after a waiting period of six (6) months, pay 100% of the premium costs for its Employees and their dependents that are eligible for coverage by the insurer under the terms and conditions of the following plans:
- i) Extended Health Care Program without single or family deductible including:
 - Prescription Drug Plan;
 - Prescription Drug Card;
 - Cost for all drugs legally requiring a prescription at 100%;

- Cost for dispensing fee to a maximum of \$5.00;
 - Semi-Private Hospital Coverage;
 - Vision Care Plan to a maximum of \$400.00 for eyeglasses or \$350.00 for medically required contact lenses in any period of twenty-four (24) consecutive months;
 - Gender Affirmation Program - \$5000 per claim to a lifetime maximum of \$10,000 as described in benefits booklet;
 - One eye examination in any period of twenty-four (24) consecutive months to a maximum of ninety dollars (\$90.00) per examination;
 - Supplementary Health Benefits as described in benefits booklet; Paramedical 100% of the costs, up to a maximum of \$475.00 per person per specialty in a benefit year for the paramedical specialists listed below:
 - licensed psychologists or psychotherapists;
 - licensed massage therapists;
 - licensed speech therapists;
 - licensed physiotherapists;
 - licensed naturopaths;
 - licensed osteopaths, including a maximum of one x-ray examination each benefit year;
 - licensed chiropractors, including a maximum of one x-ray examination each benefit year;
 - licensed podiatrists or chiropodists, including a maximum of one x-ray examination each benefit year.
- ii) Implementation of a mail order pharmaceutical service with voluntary participation;
- iii) Group Life Insurance at twice annual salary to the next \$1,000;
- iv) Long-Term Disability Plan with a twelve (12) month pre-existing condition clause and a benefit based on 66 2/3% of wages to a maximum of \$4,500 monthly;
- v) Basic dental plan providing semi-annual recall examinations for adults and dependants and O.D.A. rates one year behind current calendar year;
- vi) For Employees who have completed ten (10) or more years of continuous service, 80% coverage of crowns and bridges to a maximum of \$1,500.00/year, per plan member.
- vii) For dependents 18 and under of Employees who have completed ten (10) or more years of continuous service, 80% coverage of orthodontic services to a lifetime maximum of \$1,500.00 per eligible plan member.
- viii) Employee Assistance Program.

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

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

Effective January 1st, 2023 - \$1,060

Effective January 1st, 2024 - \$1,145

Effective January 1st, 2025 - \$1,230 and each year hereafter subject to the renewal of this provision in the subsequent Collective Agreement.

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

The plan will:

- i) Have a one (1) year roll-over consistent with CRA rules and may be accumulated in the Health Care Spending Account.
- ii) Facilitate Employees to self direct their wellness options and would be non-taxable as per CRA rules.
- iii) Be administered by the benefit providers selected by the Employer and in accordance with the terms and conditions of the Employer's plans.
- iv) Be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as Schedule "D".

18.03 The Employer agrees, after a waiting period of six (6) months, to provide Accidental Death and Dismemberment coverage for its Employees who are eligible for coverage by the insurer under the terms and conditions of such plan, and the Employee agrees to contribute 100% of the premium cost.

18.04 The Employer shall provide the opportunity for the Employees at their own option and expense:

- i) to buy group rate Voluntary Personal Accidental Insurance;
- ii) to participate in a Group Registered Retirement Savings Plan;
- iii) to participate in a Group Personal Insurance package including property, liability and automobile, if such a plan is available.

18.05 The Employer agrees to participate during the term of this Agreement, in the present Ontario Municipal Employees Retirement System (OMERS) plus the

existing pension supplements presently provided by the Employer in accordance with existing practice.

18.06 Workplace Safety and Insurance Board

- a. The Employer shall make such contributions as are required by the Workplace Safety and Insurance Board Act, and further, in the event an Employee is in receipt of compensation under the Workplace Safety and Insurance Board Act for an injury arising out of their employment with the Employer, the Employer shall supplement such Employee's income up to their full salary, subject to the limits of coverage under the sick leave policy as set out in Article 20. Such coverage shall not fall lower than the coverage that would have been received through the Workplace Safety and Insurance Board Act (W.S.I.B.).
- b. Should W.S.I.B. be privatized, the Employer shall arrange insurance coverage for workplace injuries and occupational diseases at the Employer's expense.
- c. The Employer agrees that there will be no reduction in any employment benefit due to hours absent because of illness or injury as determined and approved by W.S.I.B., seniority and medical/dental coverage subject to the wording of Article 11.05 (g).
- d. Upon presentation of the injured Employee's written authorization identifying the Union as the injured Employee's representative, the Employer shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the W.S.I.B., in order to give the Union an opportunity to discuss with the Employer and Employee any errors or omissions which may exist, to review the circumstances surrounding the injury to prevent future occurrences. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and W.S.I.B. regarding an Employee's claim to both the Union and the injured Employee. The Employee agrees to work with the Union representative in order to facilitate the injured Employee's return to work.

18.07 With respect to Employees who retire prior to this Society's OMERS NRA (Normal Retirement Age) and who qualify for and receive a pension under OMERS upon retirement, the Agency shall continue to pay the billed premiums for the coverage of such individuals under the group benefit plans listed immediately hereafter up to a maximum of thirty-six (36) months:

- i) extended health benefits (which includes vision, semi-private hospital and supplementary health benefits);
- ii) dental.

It is understood that coverage under these insurance plans is subject to the terms and conditions of each plan.

- 18.08 In the event of the death of an Employee, the Employer will provide supplemental health and dental benefits in accordance with Article 18.02 (i), (v), (vi), (vii) and (viii) to the surviving spouse and dependants for a period of thirty-six (36) months or until the member would have reached the age of sixty-five (65) years, whichever comes first. Such benefit shall not be provided for less than three (3) months.
- 18.09 Notwithstanding anything else in this Article, the Employer may change insurance carriers in connection with the insurance benefits set out in this Article, provided the same or better level of coverage is maintained by the new insurance carrier.
- 18.10 All part-time Employees shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein.

Article 19 – Employee Protection – Legal Liability

19.01 Civil Liability

The Society agrees to indemnify and save harmless Employees while performing their duties against liability imposed by a court of civil law for damages because of:

- bodily injury or death;
- accidental damage or destruction of property of others;
-
- personal injury;
- wrongful acts.

This coverage is at no cost to the Employee.

19.02 Criminal Charges

The Society agrees to maintain criminal defence insurance which provides for the reimbursement of legal fees including disbursements to a maximum of one hundred thousand dollars (\$100,000.00) in respect of each individual insured's claim, incurred by Employees who, in the course of employment, are charged under the following:

- ii) Criminal Code of Canada;
- iii) Any Statute of the Province of Ontario with the exception of the *Highway Traffic Act*;

But only until such time as:

- i) a finding of guilt under said charge, or
- ii) a pleading of guilt under said charge.

19.03 Subject to the provisions outlined hereinafter, the Society shall provide legal counsel and protection to Employees and former Employees except where providing such protection constitutes a conflict of interest. In criminal matters, the Society and the Employee shall endeavour to agree upon the identity of counsel. In civil matters, where there is insurance coverage, the Society will rely on counsel as selected by the insurance carrier. In the absence of insurance coverage and where the Society agrees or elects to provide legal counsel, the Society and the Employee shall endeavour to agree upon the identity of counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Society subject to the terms of any applicable insurance policy.

19.04 The Society shall provide legal counsel and protection to Employees and former Employees with respect to any civil proceeding or any administrative tribunal or disciplinary body alleging improper conduct in respect of the Employee's acts or omissions while acting for the Society or any alleged statutory breach (except any criminal charges referred to in Articles 19.02 or 19.03 hereof) arising as a result of, or during, the performance of assigned duties.

In the instance of a formal inquiry or inquest launched by the Office of the Chief Coroner, any Employee who is summoned to give evidence shall be accompanied by the Society's attending legal counsel.

19.05 The Society shall pay for the reasonable fees and disbursements of legal counsel for Employees and former Employees in connection with interviews or investigations involving outside authorities or agencies (such as the police, crown attorney, prosecutor or defence counsel, Office of the Provincial Advocate for Children and Youth), but not including internal reviews contracted by the Society, where there is a potential that legal action(s) may be taken against such Employees arising out of the performance of the Employee's duties and responsibilities.

Should an Employee be summoned or subpoenaed to give evidence in connection with a criminal investigation or proceeding that is related to their child protection role with the Employer, the Employee or former Employee shall be accompanied by the Society's attending legal counsel.

The provision of paid legal counsel for an Employee is contingent upon the Employee cooperating with the Society in investigating the incident(s) giving rise to the request for counsel.

19.06 In the event that an Employee or former Employee is investigated or charged with a criminal offence arising as a result of, or during the performance of assigned duties (with the exception of the *Highway Traffic Act*), and the Society elects to provide the Employee with legal counsel, the Society shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom that

exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:

- i) the charge arises directly out of the events that occurred while the Employee was performing their duties in good faith on behalf of the Society; and,
- ii) the Employee was acquitted of all or any part of the charges; and,
- iii) such acquittal of the charge or charges as laid was not affected by a plea or pleas by the Employee to a lesser charge or charges.

The Society's decision to fund all, any or no portion of the legal costs above those covered by the insurance carrier shall be based on the merits of the matter as revealed in the ***Investigation of Allegation of Alleged Abuse Against Employees Policy***. This decision shall not be arbitrarily or unreasonably made.

The Society's decision not to fund all or portion of the legal costs shall not be the subject matter of a grievance and/or arbitration save and except that where an Employee has been denied coverage, any dispute of the Society's denial shall be limited to a claim that the decision to deny the coverage was made in bad faith. In the event the Employee or former Employee is convicted, the Society reserves the right to recover all or any portion of the legal costs paid by the Society.

- 19.07 In the event that criminal charges are laid against an Employee or former Employee arising as a result of, or during the performance of assigned duties, and the Society elects not to provide the Employee with legal counsel and/or the Employee elects legal counsel of their choice, the Employee shall be responsible for all legal costs arising therefrom.

In the event that the criminal charges are heard on the merits and there is an acquittal on the merits that has not been reversed on appeal, and on review the Society is satisfied that:

- i) the Employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the Employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

The Society shall reimburse the Employee for that part of legal costs that exceed the amount of coverage provided by the insurance carrier through the insurance policy on a party/party basis as a maximum.

- 19.08 The Society agrees that in situations where a criminal investigation has been instituted or charges have been laid against an Employee and on review the Society is satisfied that:

- i) the Employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the Employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

The Society agrees that the Employee may be entitled to either:

- i) a leave of absence with pay and full benefits until the conclusion of the legal process; or
- ii) Another position which does not displace another Employee and without change in pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

19.09 It is further agreed that if, upon completion of the trial of the criminal charges, there is a conviction and the Employee or former Employee elects to appeal the conviction and requests that the Society fund the legal expenses of the appeal, the Society agrees to undertake a review of the merits of the appeal and once that review is complete, the Society may elect to fund all or any portion of the appeal process. The Society's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration.

19.10 In a situation where a worker is assaulted, threatened or stalked in the course of their duties, they shall have the right to request that the police consider a criminal investigation of the offending party. The Society shall be notified as soon as possible of the Employee's intent in this regard.

19.11 The President of the local Union or their designate shall be notified immediately in the event the Employer is advised of a civil, administrative, or criminal investigation or proceeding that is related to an Employee's child protection role with the Employer, and the Employee will be informed of their right to Union representation. The Employee has the right of Union representation at any discussion and/or meeting on any related matters including meetings with the Employer and/or any outside authority or agency.

19.12 There shall be no loss of wages, seniority or benefits as a result of required preparation including court or tribunal attendance in connection with matters within the scope of this Article provided the Society is satisfied that:

- i. The Employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii. The Employee has not committed a serious breach or dereliction of said duties and/or responsibilities.

Article 20 – Sick Leave and Sick Leave Credits

20.01 An Employee is entitled to sick leave in accordance with the requirements under the *Employment Insurance Act* and as follows:

<u>Length of Service</u>	<u>Sick Leave Credit</u>
Less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 9 weeks
5 years but less than 7 years	100% of income for 9 weeks 66 2/3% of income for 6 weeks
7 years but less than 9 years	100% of income for 11 weeks 66 2/3% of income for 4 weeks
9 years but less than 10 years	100% of income for 13 weeks 66 2/3% of income for 2 weeks
10 years and over	100% of income for 15 weeks

- 20.02 a) The Employer may request a medical certificate from the Employee's physician in the prescribed form, should an Employee be absent from work, through illness, in excess of five (5) consecutive days. Failure to provide such a certificate may result in the deduction of pay for every day of absence following the fifth (5th) day, unless a reason, satisfactory to the Employer, is provided for such failure. Should the Employer require an Employee to obtain a medical certificate, the Employer shall reimburse the Employee for the cost of the medical certificate.
- b) In the event of illness or accident prior to scheduled vacation, on production of a doctor's certificate, an Employee shall be allowed to reschedule vacation following the Employee's return to work.
- c) Where medical accommodation(s) are required, following a sick leave of absence, a return-to-work meeting will be scheduled. Employees must advise Human Resources as soon as possible to schedule this meeting.

Employees returning from a sick leave of absence may request a return-to-work meeting at their discretion.

All return-to-work meetings will be scheduled within five (5) working days of the Employee notifying the Employer.

Article 21 – Hours of Work and Overtime

- 21.01 The normal work week for Employees covered by this Agreement shall average thirty-four (34) hours per week exclusive of meal periods, Monday through Friday, inclusive. It is understood and agreed that the Employer shall have the exclusive right to assign work schedules to Employees consistent with operating needs.
- 21.02 It is understood and agreed that this Article sets out the normal hours of work of Employees covered by this Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, nor days of work per week nor working schedules.
- 21.03 An Employee scheduled to work in excess of the normal thirty-four (34) hours per week shall be entitled to compensatory time off or payment at straight time to a maximum of thirty-six (36) hours per week. Should an Employee choose to be paid, payment shall be made on the disbursement immediately following the pay period in which the hours were worked, provided that proper documentation is submitted.
- Should an Employee choose time off, it shall be granted within three (3) pay periods from the pay period in which the excess hours were worked, at a mutually agreed upon time. Where such time off cannot be scheduled within three (3) pay periods, the parties can agree to extend time lines. Failing such an agreement, the Employee shall be paid for all such hours on the pay period immediately following.
- 21.04 Scheduled hours in excess of thirty-six (36) will be compensated, at the rate of one and one-half hours for each hour worked, with time off or pay in lieu, at the discretion of the Employee.
- 21.05 Payment for overtime hours worked will be made on the disbursement immediately following the pay period in which the overtime hours were worked, provided that appropriate documentation is submitted.
- 21.06 Where an Employee has completed their regularly scheduled hours of work and is subsequently called back before the commencement of their next regularly scheduled shift, they shall receive payment for all hours worked at the applicable rate with a minimum guarantee of three (3) hours.
- 21.07 All regularly scheduled hours of work between 5:00 p.m. and 8:30 a.m., Monday to Friday, shall be paid a premium of seventy-five cents (\$.75) per hour.

- 21.08 All regularly scheduled hours of work on a Saturday or Sunday shall be paid a premium of seventy-five cents (\$.75) per hour.
- 21.09 Where an Employee is required to respond within a reasonable time to a request for a recall to the workplace or the performance of other work as required and such time is not a regular working period, overtime period, or call-back period, the Employee shall receive \$4.00 per hour for all hours that they are required to be on-call.
- 21.10 All "on-call" must be authorized by the Supervisor, in writing, prior to the on-call period.
- 21.11 It is understood that there shall be no pyramiding of premium payments.
- 21.12 Overtime, as a result of a backlog of their normal duties, will first be offered to the Employees who normally perform those specific duties.

Article 22 – Lunch Hours and Breaks

- 22.01 The lunch hour for all staff will be one (1) hour per work day, preferably taken between 12:00 noon and 2:00 p.m. Staff working the twelve (12) hour day will be allowed one (1) hour for dinner as well as the lunch hour.
- 22.02 Employees will be allowed a break in the morning, afternoon and evening if applicable.

Article 23 – Wages and Classifications

- 23.01 The classifications and wages for persons covered by the Collective Agreement shall, during the term of the Agreement, be as set out in Schedule "A" and "B" attached hereto.
- 23.02 At the time of hiring, each new Employee shall receive a letter stating their salary and classification in accordance with Schedules "A" and "B".
- 23.03 An Employee shall progress with the increments set out in Schedule "B", such increment to be effective on the first complete pay period following their anniversary date. Anniversary dates shall be established on a quarterly basis being January 1st, April 1st, July 1st or October 1st, with individual anniversary dates being recognized on the closest quarterly date.
- 23.04 An Employee earning the maximum rate of a salary range for more than one year is assigned a new anniversary date in accordance with Article 23.03 when:
- i) Additional steps are added in the range – effective date of change;
 - ii) Reclassification, promotion, or acting appointment is made within the Bargaining Unit – effective date of the event.

Article 24 – Car Allowance

- 24.01 In the event that there is a negotiated increase to the mileage rate for CUPE Local 5300, Child Protection Unit, those Employees covered by this Collective Agreement who use their own cars on business for the Employer shall receive the same new rate, effective the date of ratification of this Collective Agreement.
- 24.02 It is understood and agreed that Employees using their personal cars on the Society's business shall maintain third party insurance in an amount not less than two million dollars (\$2,000,000.00).
- 24.03 Where driving is considered as a condition of employment, the Employer agrees to pay twenty-five (\$25.00) dollars per month for the provision of required insurance.

Article 25 – Clothing Allowance

- 25.01 During the term of this Collective Agreement, Employees in the Property Maintenance classification shall receive a one-time clothing allowance in the amount of \$300.00, for the purpose of a winter coat and CSA approved footwear.
- 25.02 The Employer agrees to provide uniforms for Cleaning and Maintenance staff in either a service or purchase/supply arrangement.

Article 26 – Access

- 26.01 Each Employee shall have access to their own personnel file. The personnel file will commence as of the date of employment.
- 26.02 Copies of any disciplinary letters will be forwarded to the Union as soon as possible, subject to Article 9.02, where an employee chooses not to have Union representation, the Employer will notify the Union President of the meeting date, time, and member involved.

Article 27 – Bulletin Boards and Correspondence

- 27.01 The Union shall have reasonable access to a bulletin board on the Employer's premises for the posting of appropriate Union notices pertaining to matters relating to Employees covered by the Collective Agreement. Copies of all notices shall be given to the Executive Director prior to posting and the Employer retains the right to approve any material posted herein, and such approval shall not be unreasonably withheld.

Article 28 – Staff Training and Development

- 28.01 Where compulsory or voluntary “in-house” training sessions are made available for Employees in accordance with the training calendars issued by the Employer, time spent by Employees in attendance will be paid for at the Employee’s rate of pay on a straight-time basis.
- 28.02 The Employer acknowledges its intention to maintain an “in-house” on-the-job training program in order to provide an opportunity for Employees to upgrade their skills and knowledge in areas directly related to their work.
- 28.03 Subject to Employer approval and upon proof of payment, the Employer will provide 100% reimbursement for the cost of a full-time or part-time educational or training program, for Employees wishing to acquire new skills for promotional opportunities within the Society to a lifetime maximum of three thousand dollars (\$3,000). The Employee shall provide documentation of successful completion of the educational or training program. Should the employee not complete the educational or training program, the employee will reimburse the Employer for the tuition costs paid to the employee. Prior to commencement of the educational or training program, the employee shall provide a written commitment to return to work for a minimum of twenty-four (24) months. If the employee fails to return to work for the twenty-four (24) months, following completion of the educational or training program, the employee will reimburse the Employer for 20% of tuition costs paid to the employee. The Employer reserves the right to limit the number of Employees receiving this assistance in a fiscal year.

Article 29 – Place Holder

Article 30 – T-4 Slips

- 30.01 The total amount of any Union dues deducted in the calendar year shall be identified on the T-4 slip provided by the Employer.

Article 31 – Technological Change

- 31.01 It is agreed that should technological change (which includes changes to equipment, methods or work or organization) be introduced which will substantially alter the work environment and/or responsibilities of Union Employees, the Employer will discuss this with the Union prior to the implementation of any such changes.

Employees who may be displaced by the proposed changes will be allowed a reasonable training period to acquire the necessary knowledge and skills and will be given an opportunity to apply for the new jobs before any persons outside the Bargaining Unit are hired to fill these jobs. If an Employee is unable to be retrained within a reasonable training period, the Employer shall have the right to hire persons outside the Bargaining Unit to fill the position.

Article 32 – Process of Provincial Discussion Table (PDT) Referral to Local Tables and Dispute

- 32.01 a) The Employers' group shall forward a copy of the PDT Agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local Union. The parties shall agree on a joint release date.
- b) Each Employer and Local that opts into the PDT Agreement will unanimously recommend ratification of the terms in Parts 5 to 7 and 9 through 16 of the PDT Agreement by their local principals.
- c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employers group and Union group parties to the Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- d) Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT Agreement, the provisions of the local Collective Agreement shall be used to resolve such disputes.
- e) Where there is a dispute between the Employers group and Union group parties to the Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local Collective Agreement such that Part 16(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
- i) A labour arbitrator will be selected by mutual agreement of the parties within thirty (30) days of the dispute arising. If agreement cannot be reached then, within that thirty (30) day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
 - iii) The arbitrator will have the same powers and authority as set out in Section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- e) If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

Article 33 – Health and Safety

- 33.01 The Employer and Union agree to abide and adhere to the applicable standards set out in the *Occupational Health and Safety Act* as amended from time-to-time.
- 33.02 Recognizing the inherent dignity and worth of each individual, the Employer and the Union agree to support initiatives that promote an environment free from threats or acts of harm, and to support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour. The parties will not knowingly condone any inappropriate conduct or behaviour by Employees.
- 33.03 The Employer and its Employees together with the Joint Health and Safety Committee shall work cooperatively to:
- b. Initiate approved measures designed to reduce or eliminate aggression and/or violence in the workplace;
 - c. Ensure staff are knowledgeable and comply with mandatory training, such as Staff Safety Training;
 - d. Ensure staff adhere to mandatory safety protocols, procedures, and reporting requirements as outlined in the Staff Safety Manual.
- 33.04 *The Occupational Health and Safety Act* recognizes that a worker has the right to refuse to perform work when they have reason to believe that the work is likely to endanger the worker or another worker.
- Employees shall not be subject to penalties, dismissal, discipline, intimidation, coercion or be suspended for acting in accordance with the *Occupational Health and Safety Act*. The Employer shall not take any reprisal against a worker who has exercised their right of refusal.
- 33.05 The Joint Health & Safety Committee will also review and make recommendations for staff training and/or education on subject matters such as, but not limited to:
- a. Causes of violence
 - b. Factors that precipitate violence
 - c. Recognizing warning signs of violence
 - d. Prevention of the escalation of violence
 - e. Controlling and diffusing aggressive situations
 - f. Staff safety awareness and staff safety risk assessment tools, procedures, etc.
- 33.06 In the regular course of case planning and supervision, the Supervisor and staff will review and assess any risk to staff safety. In situations identified as presenting any level of risk, a safety plan will be established that may include but will not be limited to:
- a. Rescheduling the visit and establishing a safe time for the visit;
 - b. Conducting the visit at a safe location;

- c. Establishing a plan for Checking In and Checking Out or other monitoring;
 - d. Completing a High Risk Alert Form;
 - e. Arranging to be accompanied by another staff or the Police.
- 33.07 Any Staff or Supervisor may request a meeting with a Manager or Director of Service to assist in safety planning where mutual agreement has not been reached. A Union representative may attend the meeting to assist the Employee where mutual agreement has not been reached.
- 33.08 The Employer will report all Critical Incidents and incidents of workplace violence to the Joint Health and Safety Committee as soon as practicable.
- 33.09 When a Critical Incident or an incident of workplace violence has occurred, the Department Director or Manager and Supervisor will work collaboratively to:
- a. Ensure that appropriate responses to incidents occur;
 - b. Provide assistance and support to staff who experienced the incident;
 - c. Review procedures for reporting, investigating, documenting incidents, and;
 - d. Provide recommendations to reduce future incidents.
- 33.10 Acts of violence and/or aggression toward Employees by clients or any members of the public are unacceptable and will, if necessary, result in corrective actions by the Employer to protect Employees. Any time spent in Criminal Court as a result of workplace violence and/or aggression will be considered time worked.
- 33.11 If an act of workplace violence occurs and involves a client file, the Supervisor and the Employee shall discuss whether there is a need for permanent or temporary reassignment of the file to another Employee. Where there is a disagreement, there shall be a discussion with the Department Director, the Supervisor and the Employee.
- 33.12 If a file is transferred to another Employee following an incident of workplace violence, the Employer will inform that Employee about the incident. If there is the potential for further violence arising out of the file, the Supervisor and the Employee will develop a safety plan if no plan is in place.
- 33.13 Employees who experience workplace violence will be referred to Peer Support or EAP counselling. Time spent in Peer Support during the Employee's regular work hours shall be considered time worked.
- 33.14 The Parties agree to review and discuss the findings of the *CAS Workers at Risk (2014)* report at Union-Management meetings, and make any recommendations arising from the review to the Joint Health & Safety Committee.

Article 34 – Volunteers

34.01 The Employer and the Union value the contributions of Volunteers and agree that the use of Volunteers will not cause any reduction in the hours of work for regular full-time or regular part-time Employees. This Article shall in no way alter, modify, reduce or fetter the ability of the Employer to exercise its Management rights. On a bi-annual basis at the Union-Management Meeting, the Employer will provide the Union with a list of tasks currently being performed by Volunteers.

Article 35 – Place Holder

Article 36 – Workload Issues

The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every Employee.

The Society recognizes that the issue of workload has an impact on employee well-being and quality of service delivery and is of serious concern to Bargaining Unit members. It is the responsibility of the Employer to manage the resources allocated to it by the Ministry of Children, Community and Social Services and establish and maintain an effective infrastructure to facilitate quality service delivery.

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

The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload. The methods may include, but are not limited to the following:

1. Ensuring regular ongoing supervision.
2. Assigning work based on equitable distribution of workload, the needs of the Agency, individual skill level and experience, current workload and anticipated workload fluctuations. This may involve any or all of the following factors:
 - Number of cases before the court;
 - Amount of required driving time;
 - Team coverage;
 - Leave of absence, including vacation and prolonged illnesses;
 - Complexity of work;
 - Committee work;
 - Introduction of new technology systems;
 - Linguistic skills;
 - Coaching and mentoring of new staff;
 - Number of workers on a team;

- Worker's attendance at training and other assignments.
- 3. Affording Employees leaving the Agency reasonable opportunity to complete documentation requirements prior to their last day of work.
- 4. Filling vacancies of planned leaves/retirements/resignations as quickly as possible, dependent on the availability of qualified replacements.
- 5. Ensuring the completion of annual performance evaluations.

PART I – Assessment of Employee Workload

In an effort to address individual workload issues, an Employee may request a workload review by the immediate Supervisor in accordance with this Article. To distinguish between this review and the more informal discussions with a Supervisor, the request for a workload review must be in writing outlining specific issues. A meeting with the Supervisor, Employee and Union representative will be held within three (3) working days of the request. The purpose of the meeting is to develop a plan to address workload issues including proposed solutions. The plan may involve action by either or both parties. The resolution(s) will also include appropriate time frames agreed upon by both parties. Any resolution(s) will be in writing and signed by all parties with a copy to the appropriate Department Director (or designate). If the issues cannot be resolved, the Supervisor shall involve the appropriate Services Director (or designate) to explore alternatives towards resolution(s) and provide a written response within seven (7) working days. Where a more global response is required, the workload issues will be reviewed by the relevant Senior Managers and solutions implemented as deemed appropriate.

It is understood and agreed that this process should be carried out within the stated time limits and that the request for a workload review by an Employee will not be considered a negative factor in performance evaluation.

Failing resolution of the issues identified under Part I, the Union shall have the right to refer the matter to arbitration in accordance with the terms of the Collective Agreement (Article 10.02, Step 2). The arbitrator will have jurisdiction to determine whether or not, following a Workload Assessment, the Employee's workload has been equitably and reasonably distributed.

PART II – Union-Management Meetings

In recognition of the fact that workload is an important matter for both the Society and the Union and because there are a number of factors that will continue to impact on the overall workload of the organization, the Society and the Union agree that workload issues will be a standing item on the agenda for Union-Management meetings. Either party may initiate a meeting outside of the schedule of regular Union-Management meetings when an immediate systemic workload issue is identified by a group of Employees. Notification of such a request to meet will be made to the respective Department Director. Such a meeting shall be scheduled within ten (10) working days

of the request. The Department Director or designate, in consultation with the Director of Human Resources or designate, will provide a formal response to the Union within fifteen (15) working days. If additional time is required, the Union will be notified of the anticipated time frame. Should a recommendation not be implemented, the rationale will be provided to the Union in writing and the matter will be referred back to the next Union-Management meeting for reconsideration. The representatives at the Union-Management meetings shall ensure that regular communication pertaining to workload issues is provided to Management and bargaining unit members.

In recognition of the status quo, time spent attending to the business of the Committee shall continue to be considered as time worked.

Article 37 – Duration

- 37.01 This Agreement shall remain in full force and effect until the 31st day of March, 2025, and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

- 37.02 If notice of amendment or termination is given by either party in accordance with Section 37.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.

- 37.03 It is agreed, and understood, that all Letters of Understanding are viewed as being outside the Collective Agreement and are therefore not grievable, unless the specific letter so provides.

Executed at Hamilton, Ontario this

16th day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

HARASSMENT AND DISCRIMINATION FREE WORKPLACE

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

The Union and the Employer agree to recognize and mutually accommodate the following statements of principle.

The parties believe that every person has the right to equal opportunity and treatment with respect to employment.

The parties, with due diligence, undertake to prevent and eliminate all forms of harassment and discrimination and the removal of all barriers to equal opportunity.

Commitment

1. The parties will neither tolerate nor condone any actions, behaviours or attitudes which result in discrimination or harassment of Employees in the work environment.
2. The Society will establish and maintain workplace policies and procedures which ensure the protection of Employees from discrimination and harassment, including a procedure to redress matters arising from discrimination and/or harassment, without reprisal or threat of reprisal.
3. Where an Employee requires accommodation under the *Human Rights Code*, the Union and Employer recognize their respective obligations to work with that Employee to arrive at a reasonable accommodation where possible.
4. Acts of harassment and/or racism toward Employees by clients or any members of the public are unacceptable and will, if necessary, result in corrective actions by the Employer to protect Employees.
5. If an act of workplace harassment and/or racism occurs and involves a client file, the Supervisor and the Employee shall discuss whether there is a need for permanent or temporary reassignment of the file to another Employee. Where

there is disagreement, there shall be a discussion with the Department Director, the Supervisor and the Employee.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

INTERNAL EQUITY MAINTENANCE

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

- a) The parties agree to establish a joint committee for the purpose of maintaining internal equity between classification wage rates within the Bargaining Unit.
- b) The Committee shall consist of three (3) representatives from the Union and three (3) representatives from the Employer. The Union may elect or appoint representatives from Bargaining Unit members who have completed their probationary period for the purpose of participating on this committee.
- c) The Committee shall evaluate all Bargaining Unit positions that have been created or significantly altered by the Employer, using the existing CUPE Gender Neutral Job Evaluation Tool.
- d) Any terms of reference will be decided upon by the parties and must include an arbitration process should the parties, having exhausted all other possibilities of resolution, fail to come to an agreement. As well, any adjustments, and the effective date(s) of such adjustments, will be mutually agreed to by the parties.

Dated at Hamilton, Ontario this

¹⁶ _____ day of ^{June} _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

JOB SHARE

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

It is understood that the Employer is willing to consider job share assignments on an individual position basis. The Union agrees that service needs are a priority and the final decision to approve job share requests remains with the Employer.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

VACATION USE FOLLOWING PREGNANCY/PARENTAL/ADOPTION LEAVE

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

Employees shall use all vacation credits accrued prior to the end of the Pregnancy and/or Parental and/or Adoption Leave consecutively prior to the date of return to the workplace.

Dated at Hamilton, Ontario this

¹⁶ _____ day of _____ June _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

TIME TO PREPARE FOR RELIGIOUS CELEBRATIONS OR TRADITIONS

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300 Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

We recognize that employees observe important religious celebrations or traditions throughout the year.

To allow employees time to prepare for these celebrations and traditions, the Society will close at noon on Christmas Eve, when it falls during a regular workday. Acknowledging that many of our employees observe other important celebrations or traditions where the Society does not close early, these employees may take one (1) half day off per year to prepare for their religious celebrations without loss of regular pay.

The Society will also close at noon when New Years Eve falls on a regular workday.

When the Society closes to allow employees time to prepare for Christmas Eve and New Years Eve celebrations, employees shall be paid their regular hours of work for the remainder of the workday. It is recognized that employees may be required to work beyond the time the agency closes on these days. If an employee is required to work, this will not be considered overtime.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

EMPLOYMENT EQUITY

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300 Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

The Employer and the Union recognize that there are barriers to full participation in employment for equity deserving groups within our community. The parties are jointly committed to promoting a diverse, inclusive, and equitable workplace. We are committed to continuing to move this work forward through ongoing dialogue regarding employment equity.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

EMERGENCY RESPONSE

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300 Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

The Employer is committed to developing safety practices that prioritize the health and safety of all stakeholders and will continue to follow recommendations from Ministry regulatory bodies in response to government declared public emergencies.

The Employer agrees to engage with the Joint Health and Safety Committee, and the Union President, for the purpose of information sharing, planning and implementation. The Employer will make every effort to provide the necessary PPE, tools and/or equipment that may be required by Ministry regulatory bodies due to government declared public emergencies.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

LABOUR-MANAGEMENT MEETINGS

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

On an bi-annual basis, the Employer agrees to update the Union on the Employer's financial status at scheduled Labour-Management meetings.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

**DUTY TO ACCOMMODATE
LETTER OF UNDERSTANDING**

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit**

(hereinafter referred to as the "Union")

The Employer recognizes its obligation to consider requests for accommodation in good faith, to accommodate the needs of employees with disabilities up to the point of undue hardship, and to do so in a timely way where reasonably practicable.

The Union recognizes its obligation to cooperate in the Employer's efforts to accommodate and to support accommodative measures, including when they conflict with the provisions of the Collective Agreement.

The parties recognize the obligation of persons with disabilities to inform the Employer of their needs, assist in obtaining the required medical and other information, and cooperate with the Employer to facilitate their accommodation.

Dated at Hamilton, Ontario this

16 day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

TEMPORARY, CASUAL OR CONTRACT EMPLOYEES

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

It is recognized that, from time-to-time, the Society engages in the services of temporary, casual or contract Employees other than those currently excluded under Article 2.01 of the Collective Agreement to cover absences of regular staff due to vacation, illness, leaves of absence, secondments or to perform special projects.

1. For the purposes of clarity, the intermittent employment of persons as subs and relief shall be covered in the provisions of the Collective Agreement. Where the full-time employment of persons as subs and relief does not or is not expected to exceed three (3) continuous calendar months, they shall not be covered by the provisions of the Collective Agreement. Where subs and relief are employed on a full-time basis in excess of three (3) continuous calendar months they shall be covered by the provisions of the Collective Agreement except as provided herein:
 - a) Where such employment is less than six (6) months, such persons may be terminated or laid off without regard to seniority notwithstanding the provisions of the Collective Agreement. If their employment continues on a full-time basis in excess of six (6) months in the same job, the Society agrees to credit them with actual seniority accrued during such temporary or casual employment.
 - b) Where such employment is less than six (6) months, they shall not be entitled to the life insurance, major medical, income maintenance, vacation and pension provisions or other such benefits of the Collective Agreement. They shall be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.
 - c) The Employer shall not be required to pay the classification rates set out in Schedule B to such Employees during their first three (3) months of employment and the Employees shall be advised of their rate of pay at the same time of their engagement. Should their continuous employment exceed three (3) months, then they shall be paid the classification rates in Schedule B, if applicable, providing they are performing the duties and

responsibilities of any other classifications set out herein.

2. It is understood that in the event a position has been filled by a temporary or casual Employee for a period of six (6) months and it is apparent that the position has become permanent, the position will be posted in accordance with the terms of the Collective Agreement.
3. The Employer is committed to enhancing the skills of the Bargaining Unit Employees through on-the-job training acquired through temporary absences. It is understood that the Employer will give consideration to filling vacancies not expected to exceed ninety (90) calendar days with Bargaining Unit Employees, where practicable, provided the Employee has the ability to perform the duties of that position.

Where the Employer determines that temporary absences must be filled, the Employer will make every effort to assign a Bargaining Unit Employee in that position.

It is understood that, should temporary or casual help become necessary, the Bargaining Unit will be given opportunity to take on additional duties through overtime hours at the discretion of the Employer.

Any temporary Employee hired externally for six (6) months or less shall be treated as an external candidate for the purpose of job posting, should a permanent position become available.

The Society agrees to advise the Union on a regular basis of the names and special conditions under which any persons referred to herein have been engaged.

It is understood that, notwithstanding Article 37.03 of the Collective Agreement, this letter shall be grievable.

Dated at Hamilton, Ontario this

¹⁶ _____ day of ^{June} _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

PROVINCIAL DISCUSSION TABLE & SUB-COMMITTEES

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

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

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

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

Dated at Hamilton, Ontario this

¹⁶ _____ day of ^{June} _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

**BENEFITS SAVINGS
LETTER OF UNDERSTANDING**

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

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

Dated at Hamilton, Ontario this

¹⁶ _____ day of ^{June} _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

LOCAL SUPERIOR PROVISIONS (A)

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

The parties agree that the Local Collective Agreement Article 18.06 contains superior conditions to those contained in the PDT signed June 4th, 2011 related to the Workplace Safety and Insurance Act (WSIA).

Dated at Hamilton, Ontario this

16 _____ day of June _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

LOCAL SUPERIOR PROVISIONS (B)

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

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

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

Dated at Hamilton, Ontario this

¹⁶ _____ day of _____ June _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

SCHEDULE "C" – HUMAN RESOURCES ADJUSTMENT PLANS (HRAP)

LETTER OF UNDERSTANDING

Between

**THE CHILDREN'S AID SOCIETY OF HAMILTON
(hereinafter referred to as the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the "Union")**

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

Dated at Hamilton, Ontario this

¹⁶ day of June, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

HEALTH CARE SPENDING ACCOUNT – WELLNESS STRATEGY

LETTER OF UNDERSTANDING

Between

**THE CHILDREN’S AID SOCIETY OF HAMILTON
(hereinafter referred to as the “Employer”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5300, Administrative, Technical and Support Unit
(hereinafter referred to as the “Union”)**

In Article 18.02 ix, it refers to attached Schedule “D”, which describes eligible expenses that Canada Revenue Agency (CRA) would approve. The parties agree that in attaching it to the Collective Agreement that it is subject to change and in all cases the Health Care Spending Account will conform to CRA rules.

The Health Care Spending Account (HCSA) is applicable to all Employees. For the purpose of the HCSA, only variable part-time are to be considered as casual Employees. New Employees shall receive a prorated annual amount (based on the remaining number of months under 12) in the calendar year of hire.

Furthermore, for clarification purposes, the Health Care Spending Account allows for eligible expenses for Employees and their dependants as defined under both the benefits plan and CRA rules. The amount in the Employees’ Health Care Spending Account will not be exceeded for all claims.

Dated at Hamilton, Ontario this

¹⁶ _____ day of ^{June} _____, 2022.

Leanne Slaughter

For the Union

Renee Smith

For the Employer

SCHEDULE "A"

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5300, Administrative, Technical and Support Unit

JOB CLASSIFICATIONS

<u>CATEGORY</u>	<u>JOB TITLE</u>
1	Cleaner
2	Switchboard/Receptionist
3	Scanner/Receptionist
4	Drive Facilitator
5	Maintenance Assistant I Unit Assistant CPIN Clerk
6	Financial Assistant Legal Secretary Maintenance Assistant II Systems Support Technician Access/Disclosure Clerk
7	Law Clerk
8	Payroll/Benefits Administrator Technical Support Specialist
9	Vacant
10	Vacant

SCHEDULE "B"

- i) The parties agree there will be general increases reflected in Schedule "B" as follows:

These wage rates were imposed on the Union because of the wage restraint legislation and but for that legislation the Union would not have agreed to such rates.

April 1st, 2022 – 1.0%

April 1st, 2023 – 1.0%

April 1st, 2024 – 1.0%

The retroactivity of the April 1, 2022, wage increase applies only to employees who are members of the bargaining unit at the date of ratification of the Collective Agreement. All members who were scheduled to receive anniversary raises as per Article 23.03 on April 1st, 2022, shall progress with the increments set out in Schedule "B" upon ratification of this agreement by both parties.

- ii) Increments will be granted in accordance with Article 23.03 April 1, 2022, to March 31, 2025.
- iii) Subject to negotiations, no bargaining unit Employee will progress with an increment as set out in Schedule "B" beyond March 31, 2025.

CUPE LOCAL 5300 ATS
April 1, 2022 to March 31, 2025

SCHEDULE "B"

POSITION	CATEGORY	EFFECTIVE DATE	LEVEL				
			1	2	3	4	5
Cleaner	1	Apr.1/22 - Mar.31/23	38,981	40,542	42,161	43,849	45,604
		Apr. 1/23 - Mar.31/24	39,371	40,948	42,583	44,288	46,060
		Apr. 1/24 - Mar.31/25	39,764	41,357	43,009	44,731	46,520
Switchboard Receptionist	2	Apr.1/22 - Mar.31/23	46,670	48,537	50,478	52,496	54,599
		Apr. 1/23 - Mar.31/24	47,137	49,022	50,983	53,021	55,145
		Apr. 1/24 - Mar.31/25	47,608	49,512	51,492	53,551	55,696
Scanner/Receptionist	3	Apr.1/22 - Mar.31/23	49,362	51,336	53,389	55,527	57,747
		Apr. 1/23 - Mar.31/24	49,855	51,850	53,922	56,082	58,324
		Apr. 1/24 - Mar.31/25	50,354	52,368	54,462	56,643	58,907
Drive Facilitator	4	Apr.1/22 - Mar.31/23	50,353	52,364	54,460	56,638	58,903
		Apr. 1/23 - Mar.31/24	50,856	52,888	55,005	57,204	59,492
		Apr. 1/24 - Mar.31/25	51,365	53,417	55,555	57,776	60,087
CPIN Clerk Maintenance Assistant I Unit Assistant	5	Apr.1/22 - Mar.31/23	51,433	53,491	55,630	57,857	60,171
		Apr. 1/23 - Mar.31/24	51,948	54,026	56,186	58,435	60,772
		Apr. 1/24 - Mar.31/25	52,467	54,566	56,748	59,020	61,380
Access/Disclosure Clerk Financial Assistant Legal Secretary Maintenance Assistant II Systems Support Technician	6	Apr.1/22 - Mar.31/23	52,845	54,959	57,155	59,442	61,820
		Apr. 1/23 - Mar.31/24	53,374	55,509	57,726	60,036	62,438
		Apr. 1/24 - Mar.31/25	53,907	56,064	58,304	60,636	63,063
Law Clerk	7	Apr.1/22 - Mar.31/23	53,924	56,083	58,324	60,658	63,084
		Apr. 1/23 - Mar.31/24	54,463	56,644	58,908	61,264	63,714
		Apr. 1/24 - Mar.31/25	55,008	57,211	59,497	61,877	64,352
Payroll/Benefits Administrator Technical Support Specialist	8	Apr.1/22 - Mar.31/23	55,007	57,208	59,496	61,875	64,350
		Apr. 1/23 - Mar.31/24	55,557	57,781	60,091	62,493	64,994
		Apr. 1/24 - Mar.31/25	56,112	58,358	60,692	63,118	65,644
Vacant	9	Apr.1/22 - Mar.31/23	56,014	58,255	60,586	63,008	65,529
		Apr. 1/23 - Mar.31/24	56,574	58,837	61,192	63,638	66,184
		Apr. 1/24 - Mar.31/25	57,139	59,426	61,804	64,274	66,846
Vacant	10	Apr.1/22 - Mar.31/23	57,173	59,461	61,838	64,311	66,882
		Apr. 1/23 - Mar.31/24	57,745	60,055	62,457	64,954	67,551
		Apr. 1/24 - Mar.31/25	58,322	60,656	63,081	65,603	68,227

SCHEDULE “C”

CAS PDT Human Resources Adjustment Plans (“HRAP(s)”)

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

between

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

and

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

and

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

and

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

and

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

June 4th, 2011

PREAMBLE

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

ARTICLE 1 – SCOPE AND PURPOSE

- 1.01 This document is intended to set out general guidelines and principles regarding child welfare sector integrations during the term of this Agreement which are mandated by the Ministry and for which local Human Resources Adjustment Plans (HRAP) are required to be negotiated. Subject to the following terms, these principles will serve as the framework for the treatment of Bargaining Unit Employees and will apply to subsequent negotiations with Unions, as may be required, as part of an integration arising within the context of the Ontario Labour Relations Act (OLRA) or PSLRTA, whichever is applicable.
- 1.02 Employees who may be impacted by an integration are valued and are to be treated fairly and respectfully. The parties agree that they will make reasonable efforts to reduce any negative effect on Employees as a result of an integration in accordance with the following.

ARTICLE 2 – GENERAL

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

ARTICLE 3 – DEFINITIONS

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

ARTICLE 4 – SENIORITY

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective Collective Agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected Employees will transfer all service and seniority to the Successor Employer.
 - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an Employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the Employee is employed in both of the transferred programs), the Employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
 - (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date).

ARTICLE 5 – ACCESS TO WORK

- 5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:
- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
 - (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected Unions.
 - (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
 - (d) Where there is more than one Predecessor Employer with a Collective Agreement which provides that seniority plays a role in determining which Employees will be transferred to a Successor Employer, and those Collective Agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
 - (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
 - (f) For purposes of clarity, Employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
 - (g) Unless otherwise provided in a Collective Agreement, the Successor Employer will honour the recall rights of any Employee of a Predecessor Employer who is transferred to the Successor.
- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job

posting procedure is completed and there are no successful applications, but before other external applications are considered.

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

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

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

- 7.02 An Employee who is subject to permanent layoff shall have the following entitlements:

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

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

ARTICLE 8 – TERMS OF EMPLOYMENT

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

Employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

9.01 Disputes between an Employer and a Union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:

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

ARTICLE 10 – TERM AND APPLICATION

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

10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.

10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e. Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT Agreement.

The parties agree that upon ratification by their principals, that they have met and concluded a new Collective Agreement and in so doing have complied with the requirements of the Ontario Labour Relations Act for the approval to terminate the previous agreement early and to implement the terms of this Agreement.

SCHEDULE "D"

HEALTH SPENDING ACCOUNT

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

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

Health Spending Account list of eligible expenses

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

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen; needles and syringes); does NOT include over the counter drugs (even if prescribed)
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)
 - Acupuncturists
 - Chiropractists
 - Chiropractors
 - Christian Science Practitioners
 - Dental hygienists
 - Dentists
 - Dieticians
 - Naturopaths
 - Nurses
 - Occupational Therapists
 - Optometrists
 - Osteopaths
 - Pharmacists
 - Physicians
 - Physiotherapists
 - Podiatrists
 - Psychoanalysts
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Theraputists
- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
 - Artificial eyes
 - Artificial limbs
 - Crutches
 - Hearing Aid Devices
 - Orthopedic Shoes
 - Ileostomy or colostomy pads
 - Breast prosthesis
 - Laryngeal speaking aids
 - Limb braces
 - Oxygen tent or equipment
 - Incontinence supplies
 - Hospital bed
 - Walkers
 - Wheelchairs
 - Wigs
- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures or services
 - Cosmetic surgery if necessary for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of residence
 - Electrolysis or hair removal performed by a licensed technician
 - Hearing expenses including hearing aids and hearing ear dogs
 - Modifications to a home for person confined to a wheelchair
 - Preventive diagnostic, laboratory and radiological procedures
 - Surgical heart transplants performed by a physician
 - Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
 - Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
 - Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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

Signed at Hamilton, Ontario this 16 day of June, 2022.

FOR THE EMPLOYER

Renee Smith

Sheila Penney

egcalvert

Angie Valente

L Goulart

Lyndee McFarlane

Karyn Coniglio

FOR THE UNION

Harmony Conti

National Representative
Leanne Slaughter

Anne Rae

Shannon King

Lisa Keeler

D. Chasson
