

Collective Agreement

~between~

Catholic Children's Aid Society of Hamilton-Wentworth
(Hereinafter referred to as "the Society")

and

Canadian Union of Public Employees and its Local 1797
(Hereinafter referred to as "the Union")

CUPE·SCFP

Term of Agreement: April 1, 2023 - March 31, 2026

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Whereas the Ontario Labour Relations Board has certified that a majority of the employees in the bargaining unit hereinafter set forth are members of the Union.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain harmonious and respectful relationships between the Society and its employees, and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and, further, subject to the fulfilling of the objectives of the Society to give service to the public in accordance with the *Child, Youth and Family Services Act, 2017* as amended from time to time. It is recognized by this Agreement to be the duty of the Society and its employees to co-operate fully, individually, and collectively for the advancement of the said conditions.

ARTICLE 2 – RECOGNITION

- 2.01** The Society recognizes the Union as the sole and exclusive bargaining agent of all employees of the Catholic Children's Aid Society of Hamilton, save and except supervisors, persons above the rank of supervisor, and other excluded positions such as payroll, executive and administrative assistants, students, and other excluded positions within the meaning of the *Ontario Labour Relations Act* or as agreed between the parties.
- 2.02** The Society and Union agree to abide and adhere to the applicable standards set out in the *Occupational Health and Safety Act*.

ARTICLE 3 – NO DISCRIMINATION

- 3.01** The Society and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 3.02** The Society and the Union agree to uphold the principles and requirements of the *Ontario Human Rights Code*, which exists to protect the human rights of individuals in the workplace.
- 3.03** The Union and the employees will not engage in Union activities during working hours. The foregoing shall not apply to the processing of grievances.
- 3.04** The Society agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and dues check off.

3.05 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. The Steward or representative will provide them with a copy of the Collective Agreement. The Union representative will be allowed 30 minutes to acquaint the new employee with the terms of the Collective Agreement.

3.06 The parties agree that every person who is an employee has a right to freedom from discrimination and harassment in the workplace by the Society or agent of the Society or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability, gender identity, sex, sexual orientation, including sexual harassment as set forth in the *Ontario Human Rights Code*.

The Union and employees agree to cooperate with the Society in the investigation and resolution of any complaint.

3.07 The Society recognizes that all references to the term spouse or partner shall be defined as an employee who has a married relationship, or common-law relationship. The Society and the Union recognize that the definition of the terms marriage or marital status and spouse shall have the same meaning as set out in the *Ontario Human Rights Code, R.S.O. 1990* and any subsequent amendments to the Code shall apply.

3.08 The parties agree to make the Collective Agreement gender neutral.

3.09 The Society and the Union jointly affirm that every employee shall be entitled to a respectful workplace and an environment free from psychological harassment which includes bullying. The Society and the Union agree to support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior. Therefore, the Society and the Union will not condone any inappropriate behavior by any of their respective representatives or members that isolates, alienates, or demeans any employee. The Society and the Union will take every reasonable action to eliminate such behavior.

To clarify, the appropriate exercise of management functions and rights shall not give rise to a complaint under this article.

3.10 The Society and the Union agree to work cooperatively in achieving the aims and objectives of the *Ontarians with Disabilities Act 2001* and the *Accessibility for Ontarians with Disabilities Act 2005*.

ARTICLE 4 – RELATIONSHIP

4.01 The parties mutually agree that every employee of the Society covered by this Agreement will become a member of the Union, except for exclusions provided by statute or otherwise as agreed upon by the parties.

4.02 The Society agrees to deduct from the monthly payroll from all employees who are members of the bargaining unit, whether or not they are members of the Union at the signing of this Agreement, the dues as prescribed by the Union to the Society and to remit the dues together with a record of those from whose pay deductions have been made to the Union on or before the 5th of the following month.

ARTICLE 5 – MANAGEMENT RIGHTS

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

- a) Maintain order and efficiency.
- b) Hire, promote, demote, classify, transfer, suspend and retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority who has been discharged, disciplined by way of demotion, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Make, enforce, and alter, from time to time, rules, and regulations to be observed by the employees, provided that before new rules are enacted and existing rules are altered, a copy shall be given to the executive committee of the Canadian Union of Public Employees, Local 1797 and an opportunity given to it to make representations. The Society agrees that any new rules or existing rules shall be consistent with the provisions of the Collective Agreement.
- d) Determine the nature and kind of business conducted by the Society, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the express provisions of this Agreement.

5.02 Without limiting the generality of the foregoing provision, it is expressly understood and agreed that breach of any of the Society's reasonable rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Society acknowledges the right of the Union to appoint or otherwise select a Grievance Committee comprised of three (3) employees and/or a Negotiating Committee comprised of the President of Local 1797 plus four (4) other employees.
- 6.02** The Union President shall have at least completed their probationary period and may be a member of the Bargaining and Grievance Committees. All committee members shall have completed their probationary period.
- 6.03** For purposes of this Article, the name and position of each of the committee members from time to time selected shall be given to the Society in writing, and the Society shall not be required to recognize any such committee members until it has been notified.
- 6.04** The Union undertakes to secure from its committee members and members their co-operation with the Society and with all persons representing the Society in a supervisory capacity.
- 6.05** The privilege of committee members to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- a) such business must be between the Union and the Management, and,
 - b) the time shall be devoted to the prompt handling of necessary Union business, and
 - c) members are attending meetings of the Labour/Management Committee or Health & Safety Committee.
 - d) the committee member will consult with the Supervisor concerned to ensure that the operating needs of the Society do not suffer as a result of leaving their work. Where problems exist, the Union and the Society will mutually endeavour to make suitable alternate arrangements.
- 6.06** In recognition of the duties on the Union President which may accrue to the advantage of the Society, the President will have their workload reduced by 15% (fifteen percent) as determined by the President's supervisor. The Union President can meet with the Executive Director and Director of Human Resources to review union work demand should there be extenuating circumstances.
- 6.07** The local Union Negotiating Committee shall attend, without loss of regular pay, negotiations between the Union and the Society, up to and including conciliation and mediation.
- 6.08** The local Union will at any time include the attendance of the CUPE National Representative at meetings between the Society and local committee. The local Committee will inform the Society in advance of the attendance by the CUPE National Representative at such meetings.

- 6.09** The Society agrees to pay for lost time during regular working hours for meetings with the Society called by the local Union. Union representatives attending will receive a maximum of up to two (2) hours in any one meeting. The parties agree that the number of local Union representatives attending, and the time allocated to the meetings shall be reasonable in relation to the matters to be discussed.

It is further understood that the Society may initiate meetings where it wishes to discuss matters with the local Union representatives and in such a case, the Society will pay for all time lost during regular working hours as a result of attendance of Union representatives at such meetings. Upon mutual consent, the hours of the meeting may be extended without loss of regular non-overtime pay to Union representatives.

ARTICLE 7 – NO STRIKES - NO LOCKOUTS

- 7.01** The Union agrees that during the life of this Agreement there will be no strike, and the Society agrees that there will be no lockout. The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, as amended from time to time. Any full or partial closure of the Agency to offset a financial decline in the allotted budget shall be deemed a lock out, unless such closure is legislated by the Ministry of Children, Community and Social Services.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** 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.
- 8.02** It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. An employee shall take up any complaint (verbally) with the employee's immediate supervisor within five (5) working days of the event upon which the complaint originated. The employee may, if they wish, be accompanied by a Union Representative. The immediate supervisor shall give a verbal reply within five (5) working days. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate Supervisor. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner:

Step 1:

Within eight (8) working days of the event giving rise to the grievance, the concerns will be outlined in writing and the employee and Union Representative will discuss the grievance with the employee's Supervisor along with another supervisor who will be in attendance. The Supervisor shall give a written response within five (5) working days of the meeting. The settlement of the grievance at Step 1 will be without prejudice to either party and will not constitute a precedent in any other case of a similar nature.

Step 2:

Failing settlement, within five (5) working days of receiving the answer at Step 1, the grievance may be submitted in writing to the Executive Director and discussed between the Union Grievance Committee and the Executive Director or designate. The discussion shall be called within five (5) working days of the submission to Step 2. The Executive Director or designate shall give an answer in writing within five (5) working days of the Step 2 meeting.

8.03 GROUP GRIEVANCE

The Union shall have the right to process a Group Grievance in cases where more than one employee may be affected, or where a grievance could not otherwise be processed by an individual employee, commencing at Step 2.

8.04 POLICY GRIEVANCE

Either party shall have the right to process a Policy Grievance in the case of any difference arising directly between the Union and the Society relating to the interpretation, application, or alleged violation of this Agreement. All policy grievances shall be initiated in writing at Step 2.

ARTICLE 9 – ARBITRATION

- 9.01** Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled within sixty (60) days after the submission of the decision of the Executive Director and/or designate, will, at the written request of either of the parties, be referred to a Board of Arbitration.
- 9.02** The Board of Arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the Union and a third person to act as Chairperson, chosen by the other two (2) members of the Board. Alternatively, the parties may mutually agree to appoint a single Arbitrator to conduct an Arbitration Hearing and the decision shall be final and binding.
- 9.03** Within five (5) working days of the request by either party for a Board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within five (5) working days requesting the appointment of a nominee.
- 9.04** Should the person chosen by the Society to act on the Board and the person chosen by the Union fail to agree to a third person within seven (7) working days of the notification mentioned in 9.03 above, within five (5) working days thereof the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson. Such request shall be made by the party wishing to further process the

grievance.

- 9.05** For purposes of this Agreement, the decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs. The decision of the Board shall be final and binding.
- 9.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions nor to give decisions inconsistent with the terms and provisions of this Agreement.
- 9.07** Each of the parties to this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the Chairperson.
- 9.08** No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.

9.09 GRIEVANCE MEDIATION

Once the grievance procedure has been exhausted and a written request has been made to proceed to arbitration in accordance with Article 9.01, the parties may agree to grievance mediation. Arbitration of the matter shall be suspended pending mediation of the grievance.

The mediator selected shall be mutually agreed by the parties and the selection confirmed in writing. The parties shall jointly share in the expense of the mediation including the fees of the mediator.

Any agreement reached in mediation shall be set out in writing and signed by the parties. Failure to reach agreement may result in the grievance moving forward to arbitration within five (5) working days following the mediation.

ARTICLE 10 – POLICY AND GROUP GRIEVANCE

- 10.01** It is understood that the Society may bring forward, at any meeting held with the Union executive committee, any complaint that the Collective Agreement has been violated by the Union or its representatives, and if such complaint by the Society is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.
- 10.02** Similarly the Union shall have the right to process policy grievances which could not otherwise be processed by individual employees.
- 10.03** All policy grievances shall be initiated in writing at the Step 2 level of the grievance procedure.

- 10.04** A group grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the group and shall be processed through Article 8 at Step 2.

ARTICLE 11 – DISCHARGE, SUSPENSION, DISCIPLINE AND INVESTIGATION

- 11.01** A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step 2 of the grievance procedure within five (5) working days after the employee ceases working for the Society, and for the purposes of this Article, Step 1 shall be waived. Such special grievances may be settled by mutual agreement at any time including after the release of the arbitration award by:

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

11.02 NOTICE OF DISCIPLINARY MEETING

Where a meeting with an employee is requested by the Society and a form of discipline is to be issued;

- a) The Society shall first notify the Union President or designate in writing providing the date, time, and place of the meeting to ensure the Union's availability. Upon receipt of notice for a meeting requiring the attendance of a Union Representative, the employee and Union Representative shall meet, and the employee may elect to decline said representation in writing.
- b) An employee may request the Society to delay a disciplinary meeting for up to two (2) working days in any case where the Society is considering implementing a disciplinary unpaid suspension. The delay shall only be permitted to allow the employee to have a Union representative at the disciplinary meeting. The Society shall give reasonable consideration to an employee's request to delay a meeting to permit a Union representative to attend at the meeting for a discipline other than suspension.
- c) The Society shall provide the member, the complainant, or the respondent, in writing, the outcome of the external investigation as prepared by the external investigator. Internal investigation outcome will be provided by the Employer. Such written documents shall be placed in the employee's HR file as per Article 11.03.
- d) Such notice will be given in writing and will include a statement of the Society's concerns which will be addressed at the meeting. The notice will also include a reminder to the employee that they may elect to have a Union representative

attend.

- 11.03** After twenty-three (23) months a disciplinary letter shall be removed from the employee's personnel file provided no other disciplinary warning or other disciplinary action(s) have been issued against that employee in that twenty-three (23) month period.

Letters of counselling or expectation (which, for clarity, does not include performance-related documentation such as performance appraisals, performance improvement plans, and the like), shall be removed from the employee's personnel file after twenty-three (23) months provided no other such letter or discipline has been received by the employee in that twenty-three (23) month period.

ARTICLE 12 – TIME LIMITS

- 12.01** For purposes of Articles 8, 9, 10 and 11 and all grievances processed thereunder, all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure, the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing.
- 12.02** For purposes of Articles 8, 9, 10 and 11, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays, and paid holidays.

ARTICLE 13 – SENIORITY

- 13.01** Seniority, as referred to in this Agreement, shall mean length of continuous service in the bargaining unit and shall be on a department-wide basis.

Where the seniority date of more than one (1) employee is the same as another employee, the date of hire shall be used to determine the order in which employees are placed on the seniority list. If the seniority issue is still unresolved, the Society and the Union shall meet and agree on a method to resolve the issue.

- 13.02** An employee shall be considered to be on probation for a period of six (6) months. The Society may extend the probationary period by a further three (3) months. The employee and the Union shall receive notice of extension which shall be made prior to the expiry of the initial six (6) month period. An employee shall have no seniority rights during their probationary period. After completion of the probationary period, their seniority shall date back to the day on which their employment commenced. If the Society decides to transfer a probationary employee to a different position, the probationary employee may have their probationary period increased by a further three (3) months; at no time shall a probationary period extend beyond twelve (12) months.

The dismissal of a probationary employee shall not be subject of a grievance unless it can be demonstrated that the Society acted in bad faith or a discriminatory manner in contravention of Article 3.01. The layoff or failure to recall after layoff of a probationary employee shall not be subject matter of a grievance. The employee shall be notified in writing that they have completed their probationary period. If no written notice is received within three (3) working days of the expiration of the probationary period shall be assumed that the employee has completed their probationary period and has attained seniority.

13.03 Seniority lists will be revised each six (6) months, on or about April 15th and September 15th of each year. A copy of the list will be posted in the office and a copy given to the Union. When any errors are found on seniority lists, they will be brought to the attention of the Human Resources senior staff and shall be corrected.

13.04 Seniority shall accumulate in the following circumstances:

- a) when absent from work due to layoff in which case seniority will continue to accumulate for a period of time equal to eighteen (18) months;
- b) when on Long Term Disability or Workers Safety Insurance Board;
- c) when on an approved leave as defined in the *Ontario Employment Standards Act*, as may be amended from time to time;
- d) when off the payroll due to personal leave of absence then seniority will continue to accumulate for the first six (6) months of such leave;
- e) when absent on vacation or on paid holidays;
- f) when on an approved Educational Leave in accordance with Article 29.01;
- g) when on a parental and/or pregnancy leave which is provided pursuant to the *Employment Standards Act*.

13.05 Employees commencing a temporary vacancy in a "non-bargaining unit position" will retain seniority rights accrued at the time of commencement of the position.

13.06 Seniority shall terminate, and an employee shall cease to be employed by the Society when they:

- a) voluntarily quits their employment with the Society.
- b) is discharged for just cause and is not reinstated through the grievance procedure or arbitration.
- c) is off payroll for a continuous period of eighteen (18) months due to illness or

injury and the medical prognosis indicates that future employment and attendance at work on a regular basis is unlikely and the Society has provided reasonable accommodation in accordance with the *Ontario Human Rights Code*.

- d) fails to return to work upon the termination of an authorized leave of absence within two (2) working days unless a reasonable explanation is provided.
- e) accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Society to be confirmed in writing. Consent is not to be unreasonably withheld.
- f) is absent without leave for three (3) consecutive working days during which time they have not contacted the Society directly when they have had an opportunity to do so. Proof of the matter is the responsibility of the employee.
- g) fails to report for work within five (5) working days after the date of mailing of a registered letter from the Society following a layoff, unless absent with a reasonable explanation.

13.07 It shall be the duty of each employee to notify the Society promptly of any change in address and telephone number. If an employee fails to do this the Society will not be responsible for failure of a notice to reach such an employee. All notices shall be confirmed in writing by registered mail.

13.08 The Society agrees to provide written performance appraisals of employees upon request after completing their probation period and every year thereafter, which shall be used solely for the purpose of development of the employees in question. The content of such appraisals shall not be grievable. Such appraisal shall not be used in any grievance proceedings or for the purpose of discharge by the Society of the employee. Employees shall be allowed an opportunity to make written comments on said appraisal and it shall be signed by the employee.

ARTICLE 14 – LAYOFF AND RECALL

14.01 The bargaining unit includes 2 departments, Child Protection and Clerical/Support. Layoffs and recalls shall be department-wide and shall be based upon the following factors:

- a) seniority, and
- b) skill, competence, and efficiency.

14.02 The Society agrees it will discuss with employees and inform the Union prior to the implementation of a layoff and that it will use every reasonable effort to assist employees affected by a layoff to find alternate employment. Both the employee and the Union will receive notice from the Society as required by law.

14.03 When an employee is to be laid off, the employee shall be allowed up to three (3) working days, prorated for permanent part-time employees, to engage in a job search and to attend to personal matters. Such days shall be taken at a time mutually agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.

14.04 Contract, probationary, and casual employees shall be laid off prior to any employee with seniority.

14.05 a) The Society shall advise the Union of those employees displaced due to a declared redundancy. Such employee may displace:

- i) the most junior employee in their classification; or if this is not possible;
- ii) the most junior employee in their department, regardless of classification, whom they can displace subject to Article 14.01.

An employee displaced by a senior employee will in turn be entitled to displacement rights consistent with this provision.

b) In applying Article 14.05 the following are deemed to be classifications:

- i) This classification includes all employees paid under Band 12, Child Protection Workers.
 - ii) This classification includes all employees under Band 7.
- c) This classification includes all employees under Bands 1, 2, 3, 4, and 5, administrative positions.
- d) No new employee will be hired until any person laid off from the classification in which the employment opportunity arises has been given an opportunity for reemployment, provided that the laid off person has the qualifications necessary to perform the available work and is eligible for recall by virtue of their seniority status.

14.06 During the life of this Agreement, the Society will guarantee employment security, with no reduction in the regular hours of work as defined in the Collective Agreement, for all permanent employees who have a seniority date of at least January 1, 1998, and will endeavor to provide employment security for all other employees, within the bounds of the Society's resources. Notwithstanding the above, the Society retains the right to transfer employees as provided by the Collective Agreement and to determine when positions are vacant or redundant.

14.07 JOB SECURITY

1) Qualifications

- i) Should job qualifications be changed by Society's, 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 qualifications be changed as a result of legislation or government directives, MCCSS has agreed to work with Society's and the unions to develop a plan to mitigate any negative impact for staff.

2) Organizational Changes

- i) The Society shall give the union a minimum of two (2) months' notice in the event the Society 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 employees.
- ii) The Society shall meet with the union within fifteen (15) working days of the notice at which time the Society shall advise the Union of its plans.
- iii) The Society and the Union will continue to meet on an ongoing regular basis to minimize the impact on service.

3) Restructuring, Mergers and Amalgamations

- i) The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Schedule "K", and which forms 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.
- iii) 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 for each year of continuous service to a maximum of twenty-six (26) week's pay which is inclusive of obligations under the *Employment Standards Act, 2000*.

Nothing in Article 14.07 is intended to deprive any employee of any options upon layoff

that may be available in other Articles of the Collective Agreement.

14.08 Any Community placement program (such as Ontario Works, 1998) shall not displace any bargaining unit employees including:

- 1) Duties currently performed by a bargaining unit member.
- 2) Duties performed by a bargaining unit member who has recall rights.
- 3) Duties performed by a bargaining unit member on leave of absence.

14.09 It is agreed that Volunteer Services enhance the work of the Society. Volunteer Services should complement, not supplant the work, or threaten the livelihood of employees. Volunteers should not receive financial rewards but may be paid for out-of-pocket expenses.

ARTICLE 15 – VACANCIES

15.01 All cases of vacancy, promotion, transfer, and demotion shall be based on the following factors:

- a) The necessary skill, ability, competence, efficiency, lived experience and the evaluation of past performance; and,
- b) Where these factors are judged by the Society as being relatively equal amongst two (2) or more employees, seniority shall apply.

Such judgments shall be made in a fair, impartial, and consistent manner.

The Society need not consider any applicant for a posting who has, within the prior six (6) month period successfully bid on a vacancy, unless in matters of promotion, movement to a higher rate of classification or change of status.

If the Society determines that a contract position will be changed to a permanent position, then the permanent employee who has been in the job for at least six (6) months shall be awarded the position.

15.02 A temporary vacancy shall be any vacancy of less than twelve (12) months or any vacancy of longer duration when caused by the absence of an employee who is expected to return to the vacant position. In any event, a requirement for an employee to fill a job for any period of less than six (6) months, shall not constitute a vacancy.

15.03 a) The Society agrees that when new jobs are created or a job vacancy occurs, notice of the new job or vacancy shall be posted within one (1) week of the creation of the new job or of the vacancy. For a period of six (6) working days following the posting of such notice, employees shall have the opportunity to apply for such positions. Before any outside applications for such jobs are considered, the Society shall consider applications which may have been received from its employees. The Society shall advise employee applicants as to whether or not their applications for

such positions have been successful before engaging the services of any person applying from outside the Society.

- b) Such notice shall contain the following information: nature of position, qualifications, required knowledge and education skills, hours of work, wage, or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. A copy of each notice of vacancy will be given to the Union.
- c) The name of the successful applicant to any vacancy shall be posted and a copy of such posting provided to the Union.
- d) Unsuccessful applicants may request an explanation for any denial of promotion or transfer. Upon request, the hiring Supervisor will provide such an explanation in writing.
- e) The Union will be notified of all promotions, demotions, hiring's, lay-offs, transfers, recalls, resignations, retirements, deaths, or other termination of employment.
- f) Nothing herein requires the Society to give consideration to an employee's application on a job posting where in the period of six (6) months prior to the date of the posting the employee was advised that they were not successful in a job posting due to their qualifications and experience, unless the employee has gained additional skills and qualifications during that six (6) month period. An employee may make a request as set out in Clause 15.03 (d).

15.04 An employee temporarily transferred to a higher classification shall, after one (1) full working day in the position, advance to the next step of their present salary classification.

Should they be at the top of their present classification, they shall advance to the first higher step of the next salary classification. The employee shall return to their original salary on their return to their original position.

- 15.05**
- a) Where a permanent vacancy occurs, it shall be posted and filled in accordance with Articles 15.03. The next vacancy if any, will be filled in the same manner as the initial vacancy.
 - b) The Society will accept written requests from employees for transfers within their classification.
 - c) When the provisions of 15.05(a) have been met, any further subsequent vacancies will be filled at the discretion of the Society. Where the Society fills such vacancies by transfer, preferential consideration will be given to employees who have submitted a transfer request for the position involved.

15.06 A temporary vacancy will be filled in the same manner as a permanent vacancy for the initial vacancy only; subsequent vacancies may be filled at the discretion of the Society, which may involve transfers or the hiring of contract employees.

15.07 In the case of an employee requiring reasonable accommodation as provided under the *Ontario Human Rights Code* or accommodating injured employees returning to work, the requirements of this posting procedure shall be waived but only as a last resort and only after meeting with the Union and the employee and giving consideration to other reasonable alternatives.

15.08 In the case of a laid off employee who would meet all the necessary qualifications and requirements of the position, the laid off employee would first be recalled to the vacant position.

15.09 RECRUITMENT AND RETENTION - MOBILITY OF EMPLOYEES IN THE CHILD WELFARE SECTOR

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

- a) all bargaining unit vacancies that occur at a participating Society, where the Society has exhausted the normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- b) employees hired from one agency into another will be required to complete a full probation period as per Article 13 of the collective agreement.
- c) where an applicant from a participating Society is successful in a job competition at another participating Society, upon moving to the new Society, service-based entitlements for wages and vacation at the new Society shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 PERSONAL LEAVE

The Society may, at its discretion, grant a leave of absence of fixed length without pay if an employee requests it in writing from the Executive Director and if the leave of absence is for a good and legitimate reason and does not interfere with the efficient operation of the Society. Approval for any such leaves will not be unreasonably withheld. Such leave shall not exceed one (1) year.

For leaves of six (6) months or less, the employee will be guaranteed their position, unless it no longer exists, at which point the employee will be placed in an equivalent position in their department. For leaves in excess of six (6) months, the employee will

be given preference for the first available vacant position in the Society for which they are qualified in keeping with their seniority. Seniority shall be retained but shall not accumulate beyond the first six (6) months of such leave.

- a) The Society recognizes the right of an employee to participate in public affairs providing such participation does not conflict with the aims and objectives of the Society. Upon written request the Society may allow an unpaid leave of absence so that an employee may be a candidate in Federal, Provincial or Municipal election.
- b) An employee who is elected to public office may be allowed an unpaid leave of absence without loss of seniority during their first term of office.
- c) An employee who is elected, or selected for a full-time position with the Union, or any body with which the Union is affiliated (Ontario Federation of Labour and Canadian Labour Congress) may be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year on written request during their term of office.
- d) **Compassionate Care Leave**
The Society shall grant a leave of absence to full-time and part-time employees who take time off to provide care for a gravely ill or dying child, parent, or spouse in accordance with the Compassionate Care Benefit Program, *Employment Insurance Act*, effective January 4, 2004.

16.02 Leaves of absence without pay may be granted to attend Union conventions, conferences, educationals and union business however provided that such leaves will not total more than sixty (60) working days per year and no more than six (6) people shall be granted leave at any one time, provided it does not interfere with the efficient operation of the Society. Such leaves shall not be unreasonably withheld. Such notice is to be given to the Executive Director at least one (1) month in advance of such leave. Conventions, conferences, educationals and union business leaves shall be paid directly by the Employer and wages and benefits will be invoiced to the Local Union for reimbursement.

ARTICLE 17 – BEREAVEMENT LEAVE

17.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay for five (5) working days. Vacation or compensatory time may be added to a bereavement leave, and any vacation or compensatory time added is subject to the approval of the Society. The term "member of an employee's family" means spouse (includes common law, fiancé, partner), sibling (includes step/half/in-law/common law and foster), parent (step/grand/in-law/common law/foster), child (includes/step/grand/foster).

Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity which provide for distinct grieving periods. It is understood that if

the employee requests to divide the leave, this request must be made to the employee's supervisor at the time of the first request and agrees to take the second leave within a six (6) month timeframe.

17.02 In the event of a death of an aunt, uncle, niece or nephew, the employee will be granted a leave of absence with pay for three (3) working days. Vacation or compensatory time may be added to a bereavement leave, and any vacation or compensatory time added is subject to the approval of the Society.

17.03 Where employees would not otherwise qualify for bereavement leave, one (1) day will be granted for employees requested to be pallbearers.

ARTICLE 18 – JURY DUTY

- 18.01** a) An employee called for jury and witness duty or subpoenaed as a Crown Witness shall receive for each day absent from regularly scheduled working hours, the difference between the employee's regular daily wages based on the employee's regular daily scheduled hours in the preceding four (4) week period and the amount of jury or witness fee received. The employee must furnish the Society with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received.
- b) An employee who is subpoenaed to attend court as a witness in any matter arising from their duties for the Society shall receive for each full or part day of attendance in court the difference between their regular pay and the attendance fee.

The employee shall be reimbursed for mileage, parking, and meal(s) upon submission of receipts. Eligibility for reimbursement for meal(s) will be determined by the Society's policy.

An employee on leave of absence without pay, who must attend court during the leave, with the supervisor's approval shall be granted the equivalent time off in lieu following the leave or be paid for the time spent in court and in preparation for court.

ARTICLE 19 – PREGNANCY, PARENTAL, ADOPTION AND KINSHIP LEAVE

- 19.01** a) In this Article, "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

"Pregnancy Leave" means a leave of absence as provided by b), below.

"Parental Leave" means a leave of absence provided under Article 19.02 below.

- b) **Pregnancy Leave** - a pregnant employee who started employment with the

Society at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.

The employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

- c) **Notice** - The employee must give the Society;
 - i) at least two (2) months written notice of the date the leave is to begin; and
 - ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

Such notice does not apply in the case of an employee who stops working because of complications caused by their pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the expected birth date. In such a case, the employee must, within two (2) weeks of stopping work, give the Society, written notice of the date the pregnancy leave began or is to begin; and a certificate from a legally qualified medical practitioner that confirms that the employee is unable to perform their duties and has stopped working because of complications caused by their pregnancy, and states the expected birth date, or confirms the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.

- d) **End of Pregnancy Leave if Parental Leave is available** - the Pregnancy Leave of an employee who is entitled to Parental Leave ends seventeen (17) weeks after the Pregnancy Leave began.
- e) **End of Pregnancy Leave if Parental Leave is not available** - the pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- f) **End of Pregnancy Leave on employee notice** - an employee may terminate their pregnancy leave earlier than planned provided that they provide the Society with at least four (4) weeks written notice of the day they plan to return.
- g) Pregnancy and parental leave of one (1) day with pay shall be granted at the time of the birth of a child. Such leave shall be in addition to the pregnancy leave without pay referred to in Article 19.01 (b) above.
- h) **Supplemental Employment Benefit**
The Society shall provide an Employment Benefit Supplement for pregnancy leave, subject to approval by the Employment Insurance Commission of the Supplemental Insurance Plan, for a maximum of fifteen (15) weeks. An employee entitled to pregnancy leave who provided 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 percent (60%) 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 E.I. maximum amount. Payment will commence following notification and the completion of the qualification waiting period established by Employment Insurance.

19.02 PARENTAL LEAVE

An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of a child or following the coming of the child into the custody, care, and control of a parent for the first time, including through adoption placement.

- a) **Restriction on when leave may begin** - parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time.
- b) **When mother's parental leave may begin** - the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) **Notice** - the employee must give at least two (2) months written notice of the date the leave is to begin, unless the child comes into their custody, care, and control sooner than expected, in which case the leave begins on the day the employee stops working. In this latter circumstance, the employee must still give written notice and within two (2) weeks after the employee stops working.
- d) **End of parental leave** - Parental leave lasts up to sixty-one (61) weeks if the employee took a pregnancy leave. If the employee did not take a pregnancy leave, parental leave lasts up to sixty-three (63) weeks. Parental leave may end on an earlier day if the employee gives at least four (4) weeks written notice of that day.
- e) **Change of notice to begin leave** - an employee who has given notice to begin pregnancy leave or parental leave may change the notice to an earlier date provided four (4) weeks written notice is given in advance of the earlier date. If a later date is desired, two (2) weeks written notice must be provided before the date the leave was to begin.
- f) **Change of notice to end leave** - an employee who has given notice to end their leave may change the notice to an earlier date if at least four (4) weeks written notice is given before the earlier date. Where a later date is desired, written notice must be provided at least four (4) weeks before the date the leave was to end. An extension beyond the statutory provisions for parental leave will be subject to the approval and in keeping with the needs of the Society.

g) **Supplemental Employment Benefit**

The Society shall provide an Employment Benefit Supplement for parental leave, subject to approval by the Employment Insurance Commission of the Supplemental Insurance Plan, for a maximum of fifteen (15) weeks. An employee entitled to parental leave who provided 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 percent (60%) 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 E.I. maximum amount. Payment will commence following notification and the completion of the qualification waiting period established by Employment Insurance.

- h) Adoption leave of one (1) day with pay shall be granted to an employee at the time of adoption placement of a child. Such time shall be in addition to the parental leave provisions referred to previously in this Article.

19.03 RIGHTS DURING PREGNANCY AND PARENTAL LEAVE

- a) **Benefits** - During pregnancy leave or parental leave, employees will continue to participate in each type of benefit plan in force and provided to the employee, just prior to starting the leave. This includes all benefits provided under this Agreement as in Article 28.

Vacation owing for the period immediately prior to the leave may be taken, at the employee's discretion, and subject to the needs of the Society and approval by the employee's Supervisor, as time off. Any residual vacation will be paid in accordance with Article 24 of this Collective Agreement.

The Society will continue to cover the Society's share of premium costs of such benefits, unless the employee gives written notice that they do not wish such a benefit and do not intend to pay the employee's contribution, if any.

- b) **Length of employment** - the period of pregnancy leave or parental leave will be included in any calculation of the employees' length of employment, length of service or seniority. The period of pregnancy or parental leave is not included when determining whether the employee has completed any probationary period of employment.
- c) **Reinstatement** - upon return from pregnancy or parental leave the employee will be reinstated to the position held prior to the leave, if it still exists, or to a comparable position, if it does not.
- d) **Wages** - a reinstated employee will be paid the greater of a) the wages they were paid just prior to their leave, or b) the wages they would be earning had they worked throughout the leave period. This includes incremental adjustments or credit for experience as provided for by this Collective Agreement. Where an

employee requests and is granted a period of unpaid leave, in addition to Pregnancy and Parental Leave, this will result in a corresponding adjustment to their Salary Anniversary Date.

19.04 KINSHIP LEAVE

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

If the formal kinship arrangement is approved at the time the leave is requested, the employee will be granted up to a maximum of one (1) week off with pay. If the formal kinship arrangement is not approved at the time of the leave, the Society will reimburse the employee for up to one (1) week of unpaid leave or will credit the employee with vacation or compensatory time taken once the formal kinship arrangement is approved. (Pro rata for part-time employees)

ARTICLE 20 – DATE OF RETIREMENT/RESIGNATION

20.01 REGULAR RETIREMENT

Pension options shall be consistent with the criteria as specified in the OMERS plan at the time the employee elects to retire. Currently, Societies are not obligated to provide extended health benefits (including Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability Insurance, Health, and Dental Insurance) beyond age 65.

20.02 RESIGNATION

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

20.03 EARLY RETIREMENT

Employees wishing to retire early at age fifty-five (55) and any year thereafter until the attainment of age sixty-five (65) may enroll in the existing or another insurance health, prescription drug plan and dental plan as an individual subscriber as long as the member assumes the full cost.

Employees retiring early, may in accordance with the life insurance conversion option make application to continue life insurance and accidental death and dismemberment insurance. Employees are responsible for the full cost of any selection.

ARTICLE 21 – EMPLOYEE PROTECTION

- 21.01** The Society, subject to availability of, and the terms of an insurance contract, agrees to provide professional liability insurance covering all amounts which an employee or former employee shall become legally obligated to pay including damages, court costs and legal fees arising out of any act or omission of the employee provided the employee has carried out the Society's mandate and/or service in good faith and in a professional manner and provided the employee has not committed a culpable breach or dereliction of said duties.
- 21.02** The Society shall provide a legal counsel for employees and former employees in connection with interviews or investigations involving outside authorities or agencies (excluding 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 authorized duties and responsibilities. During internal reviews, employees may have the Union President or Union President's designate attend for support. The maximum legal costs which will be paid will not exceed \$100,000 per individual claim.
- 21.03** The Society agrees that in situations where criminal charges have been laid against an employee and on review, the employee has carried out the Society's mandate and/or service in good faith, and provided the employee has not committed culpable breach of or dereliction of said duties and responsibilities, the Society may place the employee as follows:
- a) on a leave of absence with full pay and benefits (subject to the terms of the benefits plans), seniority will continue to accrue during any such leave, or
 - b) in another position that does not displace another employee; is without change in pay.
- The above two (2) options apply until the conclusion of the legal process, up to and including the trial.
- 21.04** The Society's obligation shall be the payment of premiums for insurance coverage. The insurance coverage will be consistent with the standard practice for child welfare and the insurance provider. The parties recognize that the terms of the insurance contract will apply with respect to coverage and other matters such as exclusions, limitations, payment maximums, and employee obligations.
- 21.05** The employee has the right of union representation at any discussion or meeting between the employee and the Society on the matter. The employee may request union representation be present at other meetings with other outside authority or agency. The union representative may be present at these meetings provided it is permissible by law, it does not interfere with or impede police or other recognized law/civil authority in their duties, it does not conflict with the aims of the Society and the insurance provider and does not conflict with or create a breach of client/lawyer privilege and/or confidentiality.

21.06 In a situation where an employee is (under the *Criminal Code of Canada*, or Provincial Statute, not the *Highway Traffic Act*) assaulted, receives a death threat, threats of bodily harm or is stalked in the course of their duties, the employee may after consultation with the Society proceed with criminal charges. The employee shall be granted the required time off with pay for meetings with legal counsel in preparation to give evidence and/or giving evidence at trial.

The employee will have the right to remain at or return to work at any time after charges have been laid, unless the Society determines that the day to day running of the Agency is compromised.

21.07 The Society agrees that should they decide to change insurance carriers the liability coverage will be consistent with the standard practice relating to child welfare and of the insurance provider.

21.08 The Society agrees to reimburse an employee either in part or whole for reasonable damage done to the employee's automobile or personal property by client(s) of the Society, providing the employee can prove to the satisfaction of the Society that the damage did not result from negligence on the employee's part and such damage is not covered by insurance. The employee agrees to maintain comprehensive coverage on their automobile and if the conditions of this paragraph are met, the Society agrees to reimburse the employee for the deductible portion of any claim up to a maximum of \$600.00.

ARTICLE 22 – SALARIES

22.01 Schedule "A" headed "Job Classifications" and Schedule "B" headed "Salary Grids" hereto attached are hereby made part of this Agreement.

22.02 At the time of hiring, each new employee shall receive a letter stating their starting salary and classification according to Schedules "A" and "B" and a statement including a general description of the job for which they have been hired. Such description is not to be misconstrued as a job description and is not grievable. Failure to provide such a letter is grievable. The Union will be given a copy of each letter referred to in this Article.

22.03 The Salary Anniversary Date is the day when an employee is next entitled to a salary increment, following the completion of a year of service. Although this is often on the anniversary of the original date of hire, it may be advanced by the Society due to additional credit for past experience or delayed when leave without pay or other circumstances reduce work credit. It may also be adjusted at the time of creation of new salary scales to which an employee then becomes entitled.

22.04 LONG SERVICE RECOGNITION

Effective upon the employee achieving the long service milestone date, (the service milestone date shall be the employee's service anniversary date, calculated from the date the employee was last hired) the employee shall be provided with service recognition in that calendar year based on the following:

On the date of the twentieth (20th) and on the date of the twenty fifth (25th) service milestone year – one (1) week of time off with pay based on their regular weekly non overtime salary.

The date of the thirtieth (30th) and on the date of the thirty-fifth (35th) service milestone year – two (2) weeks of time off with pay based on their regular weekly non overtime salary.

A pro-rata calculation for part time employees. Employees off work on an approved leave of absence, WSIB, or long-term disability shall become entitled to the above upon return to work.

ARTICLE 23 – STATUTORY HOLIDAYS

23.01 The following statutory holidays, regardless of when they fall, will be granted with pay to all employees. New Year's Day, Family Day, Good Friday, Easter, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

For the purpose of this Collective Agreement, Easter shall be considered a statutory holiday.

In addition to the above, the employees will be granted two (2) floating holidays during the year. Where the employee does not meet the twelve (12) month requirement, the days will be prorated accordingly. Such days must be scheduled in accordance with the needs of the Society.

23.02 When any of the said holidays fall on a day other than a regular working day, the Society shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated. The above shall apply in similar fashion where the employee's regular days off are other than Saturday and/or Sunday.

23.03 Should one (1) or more holidays as set out in Article 23.01 occur during an employee's vacation, the employee can request that the vacation be extended.

23.04 Employees required by the Society or scheduled to work on a scheduled statutory holiday, shall be paid at a premium rate (150% of regular rate) and shall be granted another day off in lieu.

23.05 PERSONAL LEAVE DAYS

Permanent employees on payroll will be provided with four (4) days per calendar year. Where the employee does not meet the twelve (12) month requirement, the days will be prorated accordingly.

Employees shall not use Personal Days to extend paid holidays, or any other paid or unpaid leave of absence. Personal Days shall be used for religious and cultural observances and other predictable and unpredictable family and household matters.

In predictable religious, cultural, family and household matters the employee shall request approval by the supervisor at least one (1) week in advance. The request shall not be unreasonably withheld. Granting of the request must take into consideration urgent client matters, court, and coverage requirements.

In unpredictable family and household matters the employee shall request the day off to the supervisor as soon as possible. In family matters of an emergency nature and advance notice is not possible, the employee shall notify the supervisor at least one (1) hour after the normal schedule time of arrival that they are going to be absent for the day. In these circumstances and if possible, it may be necessary for the employee to discuss with the supervisor, client, and other urgent Society business.

Personal leave days cannot be:

- taken in less than one half (1/2) days,
- carried forward from one year to the next, and
- there is no cash payout in lieu.

23.06 All part-time employees shall be granted statutory holiday entitlement in accordance with the requirements of this Collective Agreement. Said holiday pay shall be calculated on a pro-rated basis in relation to the amount of time worked during the four-week period preceding the holiday in accordance with the *Employment Standards Act*.

ARTICLE 24 – VACATIONS WITH PAY

24.01 Effective January 1, 2017, all regular full-time and regular part-time employees shall be granted vacation on the basis of:

Service	Vacation Time Off	Vacation Pay
Date of hire to completion of 6 months' service	No time off, accruing 1.67 days per full month worked, maximum 10 days	0.667% of gross earnings per month maximum 4.0%
6 Months but less than 1 years of service	Vacation time earned in previous 6 months plus, 1.67 days per full month worked, maximum 10 days	Vacation pay accrued in the previous 6 month period plus, 0.667% of gross earnings per full month worked, maximum 4.0% of gross earnings for

		the second 6 month period
Completion of 1 year of service	4 weeks (20 days) per year	8.0% of gross earnings during the year
Completion of 10 years of service*	25 days per year	10.0% of gross earnings during the year
Completion of 17 years of service	30 days per year	12.0% of gross earnings during the year

Part-time employees will receive a calculation for time off and pay based on a pro rata calculation in relation to the amount of time worked over the vacation year.

*Beginning January 1, 2024

- 24.02** Vacation rates of pay for employees who leave their employment prior to the completion of one (1) years' service shall be dealt with in accordance with the *Employment Standards Act*.
- 24.03** Vacation is calculated on the basis of each calendar year. Employees are to be credited with their full annual leave credits earned on a pro-rata basis up to January 1st of each year.
- 24.04** Vacations with pay cannot be carried over from year to year except in the case of a new employee who commenced work December 1st in any year, except with the approval of the Executive Director.
- 24.05** Employees who wish to take unearned vacation credits in advance in any one year, may do so with the approval of the Executive Director.
- 24.06** Requests for vacation must be submitted electronically to the employee's supervisor no later than the November 1st of the preceding year, for vacation to be taken between January and June and no later than May 1st for vacation to be taken between July and December. Vacations shall be scheduled by the Society taking into consideration the requests of employees and staffing requirements.

Employees shall signify their first and second choice regarding preferred time off on vacation during the periods set out above.

The supervisor in approving vacation time off shall notify employees no later than November 15th and May 15th each year.

Where, in scheduling vacations, conflicts arise amongst employees as to their choice of available time off, consideration will be given to:

The employees' seniority; generally employees will be permitted to schedule up to two (2) consecutive weeks of vacation at one time upon all other employees vacation being scheduled. Senior employees may schedule, if such time off is available, other weeks of vacation consecutive with their first choice.

Staffing requirements:

An employee absent from work during the vacation notification period may notify their supervisor by telephone, email or in writing of their vacation time off preference.

- 24.07** Before proceeding on annual vacation, each staff member shall satisfy the supervisor that case recording, reports and other duties of their position are up to date.
- 24.08** Employees whose pay day(s) fall during their vacation period shall be paid the said salary before leaving on vacation. Employees shall give two (2) weeks prior notice to the accountant for such arrangements.
- 24.09** An employee who is subpoenaed in accordance with Article 18.01 and their vacation day(s) was interrupted by responding to the subpoena, shall by mutual agreement either have the vacation days that were interrupted added to the vacation period or reinstated for use at a later date.
- 24.10** Where an employee qualifies for sick leave supported by a doctor's certificate or bereavement leave during their vacation there shall be no deduction from vacation credits for such absence. By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.
- 24.11** If the Society requests a change in an employee's scheduled vacation within (15) fifteen working days of the date of commencement of vacation and the employee has complied with all requirements for vacation with pay, the Society will reimburse the employee for reasonable loss of money (i.e., trip deposits which cannot be refunded).

ARTICLE 25 – HOURS OF WORK AND OVERTIME

- 25.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 25.02**
- a) The Property Maintenance Coordinator regular work week shall be comprised of forty (40) hours of work per week.
 - b) For all staff, except the Property Maintenance Coordinator, operating out of the main office, a normal work week shall consist of thirty-five (35) hours.
 - c) The Society may approve staff working (except the Property Maintenance Coordinator) the thirty-five (35) hours on a four (4) days basis, if it is required to fulfill the normal requirements of the job and the standard required by the Society for coverage is met.
- 25.03** The officially recognized office hours shall be 8:30 a.m. to 4:30 p.m., Monday to Friday. The office may also be open evenings or at other times as may be determined by the Executive Director, consistent with the needs of the community served by the Society.

25.04 With the approval of the Supervisor, employees may work a flexible work week whereby start times, lunch hours, and stop times may be different from the officially recognized office hours. This will be restricted in the case of employees who are providing a form of intake requiring their work hours to be consistent with the officially recognized office hours. In establishing working hours, staff members should allow for a minimum of one-half hour (1/2) lunch break or supper break, where applicable and cannot reduce their workday through the foregoing of break periods. As part of a flexible work schedule, staff members can work in evenings or at other times when the office is closed and will make arrangements with their supervisor to take time off to compensate for such hours. Staff members are to build into their schedule the taking of time off in order to keep their working hours to a reasonable level and avoid unnecessary overtime.

25.05 The parties agree that only time worked and approved in advance by the employee's supervisor shall apply in the calculation of weekly overtime. In case of emergency, where the employee has tried to reach their supervisor and been unable to do so, the employee will contact their supervisor as soon as possible thereafter for approval.

- 25.06** a) Overtime for the Property Maintenance Coordinator shall accrue on the basis of one and one half (1½) times for each hour worked in excess of forty (40) hours.
- b) All approved time worked beyond the normal workweek [except as set out in 25.06 (a)] of thirty-five (35) hours will be considered overtime. Employees will be compensated by time off taken within thirty (30) working days of it being earned. Such time off shall be calculated at the rate of one and one half (1½) times the number of overtime hours worked in excess of thirty-five (35) hours per week, or by overtime pay at one and one half (1½) times the hourly rate of pay, this being at the discretion of the Executive Director.
- c) Employees will be compensated by time off taken within thirty (30) working days of it being earned. Overtime earned and not taken will be paid out, less up to ten (10) hours carried forward, at the end of each quarter ending March 31, June 30, September 30, and December 31 each year. Payment will be at the discretion of the Executive Director.

25.07 a) In the instance of an employee, except for the Property Maintenance Coordinator, on their regular day off (Saturday or Sunday) being requested by the Society and reporting for work, the employee will be granted compensatory time at the greater of:

The time worked at straight time or, in accordance with Clause 25.06 (b) – Overtime or, a minimum of two (2) hours.

Only hours worked shall be considered for the purpose of overtime. The above does not apply to any employee on call or to telephone conversations.

- b) When the Property Maintenance Coordinator must report to the office for non-

scheduled work, both after hours and on regular days off for security and emergency maintenance, they will be compensated on the basis of a minimum of four (4) hours straight time. The four (4) hours shall not form any basis for overtime calculation. Overtime hours worked and call-in hours accrued shall be taken in the form of compensatory time off.

- 25.08** Continuing time commitments beyond the normal work week of thirty-five (35) hours shall only be by permission of the Supervisor or designate.
- 25.09** Employees wishing to work a reduced workweek may submit a request in writing to the Executive Director for consideration.

ARTICLE 26 – LUNCH HOURS AND BREAKS

- 26.01** The lunch hour for all staff will be one (1) consecutive uninterrupted hour per day. Staff working the twelve (12) hour day will be allowed one (1) consecutive uninterrupted hour for dinner as well as the lunch hour. The Supervisor of each service area is responsible for scheduling adequate staffing during lunch and dinner breaks. The Society reserves the right to schedule or alter such breaks to meet daily work requirements. In such a case the lunch break will be scheduled in proximity to the midpoint of the employee's workday. Dinner breaks shall be scheduled so as not to conflict with the required evening duties.
- 26.02** Employees will be allowed a fifteen (15) consecutive minute uninterrupted break morning, afternoon, and evening. The Society reserves the right to schedule or alter break times to meet daily work requirements.

ARTICLE 27 – MERGERS AND AMALGAMATIONS

- 27.01** In the event that the Society merges or amalgamates with any Body, and subject to the requirements of the *Ontario Labour Relations Act (OLRA)*, the Society shall ensure that:
- 1) Unionized employees are credited with all seniority rights with the new Society.
 - 2) All service credits relating to vacation, sick leave credits, pension and other benefits shall be recognized by the new Society.
 - 3) All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Society.
 - 4) CUPE seniority with the other Society shall be credited, and union security shall be recognized.
 - 5) Conditions of employment and wage rates for the new Society shall be at least equal to the best provisions in effect with the merging Societies; and

- 6) Preference in location of employment in the merged Society, where more than one option is available, shall be on the basis of seniority.

ARTICLE 28 – HEALTH AND WELFARE/EMPLOYMENT BENEFITS

28.01 The Society agrees to pay, at the date of hire, 100% of the premium cost for permanent employees for the following benefits:

- Society Health Tax or any successor legislation
- Workplace Safety and Insurance Board coverage
- Employee Group Life Insurance
- Accidental Death and Dismemberment
- Long Term Disability Income Benefit
- Health Insurance including:
 - Prescription Drugs (no deductible but with a \$5.00 cap on dispensing fee)
 - Hospitalization
 - Medical Expenses
 - Hearing Aids - \$500.00 maximum per 36-month period
 - Vision Care - \$450.00 maximum per employee and eligible dependents, per 24-month period
 - Eye Exam – \$90.00 maximum per 24-month period
 - Chiropractor, Physiotherapist & Registered Massage Therapist - \$500.00 maximum per practitioner per calendar year
 - Oral & Injectable Fertility Treatment (maximum once per lifetime)
 - Group Travel Insurance - \$1,000,000. minimum overall coverage
 - Dental Insurance - 100% of Preventative and Basic Treatment in accordance with specified Canadian Dental Association Procedure Codes to a maximum of \$2,500.00.
 - 50% of Major Restorative Treatment (caps, bridges, crowns, partial plates) in accordance with specified Canadian Dental Association Procedure Codes to a maximum of \$2,500.00 per insured per calendar year.
 - Covered expenses are reimbursed at ODA rates one (1) year behind the current calendar year.
- The Society also agrees to pay, at the date of hire, the legislated Society's share of the premium costs for permanent employees for the following mandatory benefits: Canada Pension Plan (C.P.P.), Employment Insurance (E.I.) Ontario Municipal Employees' Retirement System (OMERS)

The Society is not obliged to pay such premiums under this section, in the event that an employee is otherwise covered under a similar scheme of insurance.

28.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers.

28.03 Schedule "C" attached hereto and forming part of this Agreement outlines the provisions and conditions relating to sick leave.

28.04 The Society agrees to pay 100% of the premium cost for contract employees for the following benefits;

- a) At date of hire:
Society Health Tax or any successor legislation, Workplace Safety and Insurance Board coverage, Employee Group Life Insurance, Accidental Death, and Dismemberment

- b) After six (6) months and upon successful completion of the probationary period:
Health insurance including:
 - Prescription Drugs (no deductible but with a \$5.00 cap on dispensing fee)
 - Hospitalization
 - Medical Expenses
 - Hearing Aids - \$500.00 maximum per 36-month period
 - Vision Care - \$450.00 maximum per employee and eligible dependents, per 24-month period
 - Eye Exam – \$90.00 maximum per 24-month period
 - Chiropractor, Physiotherapist & Registered Massage Therapist (\$500.00 maximum per practitioner per calendar year)
 - Oral & Injectable Fertility Treatment (maximum once per lifetime)
 - Group Travel Insurance - \$1,000,000. minimum overall coverage
 - Dental Insurance 100% of Preventative and Basic Treatment in accordance with specified Canadian Dental Association Procedure Codes to a maximum of \$2,500.00 per insured per calendar year.
 - 50% of Major Restorative Treatment (caps, bridges, crowns, partial plates) in accordance with specified Canadian Dental Association Procedure Codes to a maximum of \$2,500.00 per insured per calendar year.
 - Covered expenses are reimbursed at ODA rates one (1) year behind the current calendar year.
 - The Society also agrees to pay, at the date of hire, the legislated Society's share of the premium costs for contract employees for the following mandatory benefits: Canada Pension Plan (C.P.P.), Employment Insurance (E.I.)

28.05 The Society may decide to substitute another insurance carrier for any of the foregoing benefits provided the level of benefits is not decreased.

28.06 HEALTH CARE SPENDING ACCOUNT - WELLNESS STRATEGY

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

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

- Date of ratification and for the remainder of 2023, an additional \$100

- Effective January 1, 2024 - \$1200
- Effective January 1, 2025 - \$1300 and every year thereafter

The account would pay for 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 nontaxable as per CRA rules.
- iii) be administered by the benefit provider selected by the Society and in accordance with the terms and conditions of the Society's plans.
- iv) be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as Appendix "A".

ARTICLE 29 – STAFF DEVELOPMENT/EDUCATIONAL LEAVE

29.01 A leave of absence with or without pay for educational purposes may be granted by the Society to an employee provided that the employee gives written intention of returning to the employment of the Society. In such cases, the employee continues to accumulate seniority. Request for such leave must be submitted in writing to the Executive Director at least three (3) months before the leave is to commence. Such leave will be granted for a maximum of one (1) academic year.

Extension of such a leave will be considered subject to a supplemental written request to the Executive Director. The Society may assist employees through loans to undertake such further study, provided there is a commitment of continued employment with the Society on the part of the employee. Where an employee who has been granted an educational leave and been provided with either loans or tuition reimbursement, leaves the employment of the Society prior to twelve (12) months after having returned from educational leave, any loans or tuition expenses paid by the Society during that educational leave, will be reimbursed by the employee to the Society. The Society agrees to credit an employee who has successfully completed a certificate or diploma course at a recognized university for which the employee has not been otherwise credited, provided taking of the course was approved in advance. Such credit shall constitute one (1) increment movement on the Salary scale.

The Society may reimburse employees for half (1/2) the cost of tuition for courses applicable to the job. Such courses are subject to approval by the Society in advance with reimbursement for one-half (1/2) the tuition to occur upon the successful completion of the course. Each application will be considered on its own merits without regard to any prior application having been approved.

29.02 CONVENTION/ATTENDANCE

When an employee is required or authorized to attend a convention at the expense of the Society, the Society reserves the right to specify the means and route of travel. The Society agrees to reimburse the employee for any legitimate and reasonable expenses incurred as a direct result thereof, provided that the Society reserves the right to limit the amount of such reimbursement. Accounts of such expenditures shall be submitted within one (1) month of incurrence.

29.03 Where compulsory or voluntary "in-house" training sessions are made available for employees in accordance with training calendars issued by the Society, time spent by employees in attendance will be paid for at the employee's rate of pay on a straight-time basis.

29.04 The Society 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.

29.05 The Society will recognize the National Day of Truth and Reconciliation by offering mandatory Indigenous education during the workday for all employees who are working on the day the education is offered. The education will be staggered during the day to accommodate operational requirements.

29.06 TECHNOLOGICAL CHANGE

The Society and the Union acknowledge that technological change will occur in the workplace. To this end, both parties recognize the importance of training and support of those impacted by technological change. It is in the interest of both the Society and the Union that employees acquire the confidence and skills to perform their duties, subsequent to technological changes that will likely occur.

If the Society is considering the introduction of significant technological or other changes which would necessitate training and would change the way in which an employee performs their daily tasks, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union, if requested by either party. At any such meeting, the Society will provide the Union with information as to the nature of the changes, the date on which the Society proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the effect, if any, the change will have on the working conditions and job description(s) of the employee(s) affected. This shall include but not be limited to layoffs, restructuring details, redundancies, and new or amended job descriptions.

No bargaining unit employee who is placed in another position or reclassified due to the introduction of technological change will suffer a reduction in salary as a result of this change.

ARTICLE 30 – CAR/CELLULAR TELEPHONE ALLOWANCE

30.01 AUTOMOBILE EXPENSE

Employees using their own vehicle on Society business with the approval of the Executive Director shall be reimbursed at a fixed rate per kilometer.

The rate per kilometer is fifty-seven cents (\$0.57) effective at ratification of this agreement; fifty-eight cents (\$0.58) effective April 1, 2024; and fifty-nine cents (\$0.59) April 1, 2025.

Staff using their own vehicle for Society business, which includes transporting clients, shall:

- provide proof that they have third party liability insurance of two million (\$2,000,000) dollars public liability and property damage, and

Employees who are required to drive as a condition of employment, and/or transport clients will be paid thirty dollars (\$30.00) per month after providing proof of insurance and a signoff each year.

Payment of the flat amount is a taxable benefit.

- 30.02** a) Employees that require the use of a cellphone for the purpose of work will be provided a phone as identified by the Society.

The Society may establish guidelines on cellular telephone, call blocking and voice mail practices, as they pertain to employment related use.

Employees receiving a cellphone from the agency will adhere to the policy guidelines and provide declaration upon review of the Mobile Device Policy and Procedures.

- b) The Agency may at its discretion, choose to provide required employees with technology devices to be used for work purposes, in lieu of providing a reimbursement in accordance with 30.02 (a). Any technology devices provided will be done so at the cost of the Agency and in conjunction with IT policies and procedures.

ARTICLE 31 – BULLETIN BOARD

- 31.01** The Society shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 32 – ACCESS TO PERSONNEL FILES

- 32.01** The employee shall have access to their personnel file at the employee's request without notice. The employee may review the file in the presence of the Executive Director or their designate. Such reviews, at the request of the employee, can include a discussion with the Director regarding material on file. The employee may request the addition of any material to their file.
- 32.02** Information from the personnel records of an employee shall not be shared in any manner with any other Society or Agency without prior written consent of the employee concerned unless release of such information is required by law.

ARTICLE 33 – COMMITTEES

- 33.01** There will be a Labour/Management Committee during the life of the contract which shall enjoy the full support of both parties to this Agreement. The purpose of the Labour/Management Committee is to identify, investigate and study problems that may affect Union/Management relations and to jointly discuss all aspects of complaints and problems with a view to resolving them to the mutual satisfaction of both parties.

The work of the committee shall not supersede that of any committee of the Union or the Society. The committee shall have the power to make recommendations to the Union and the Society with respect to its discussions and conclusions. It does not have the power to bind either the Union or its members or the Society to any decisions or conclusions reached in its discussions.

- 33.02** The Labour/Management Committee shall consist of four (4) members from the Society, one (1) of whom shall be the Director and four (4) members from the Union, one (1) of whom shall be the Union President. Either party may, with prior consultation and approval, invite an additional person(s) to attend the meeting if such person's presence would be to the mutual benefit of both parties.

A quorum of six (6) members is necessary, three (3) from each party, to conduct business.

The responsibility for chairing committee meetings will alternate between the Society and the Union.

- 33.03** Meetings will be held on a monthly basis or more frequently by mutual agreement, at an agreed upon date and time. Items for meeting agendas will be generated by both parties and shared in advance of each meeting. The responsibility for taking minutes will be shared. After minutes have been approved by the committee, they will be posted for the information of all staff members.

33.04 WORKLOAD MANAGEMENT SYSTEM

The purpose of the Workload Management System is to guide staffing decisions (particularly hiring), to insure that reasonable and equitable workload assignments exist for all employees and through a process of case assignment, workload review and emergency workload planning, effectively manage the work of the Society. A description of the system is contained in Schedule "D" of this Agreement.

ARTICLE 34 – HEALTH AND SAFETY

- 34.01**
- a) The Society and Union agree that they mutually desire to maintain standards of health and safety in the Society in order to prevent accidents, injury and illness.
 - b) The Society agrees to establish a Joint Health and Safety Committee composed of two (2) elected representatives of the Union and two (2) Society representatives.
 - c) Such a committee shall identify potential dangers and hazards (including violence), institute means of improving health and safety programs and recommend to the Executive Director actions to be taken to improve conditions related to the health and safety of all staff. The committee should review the effectiveness of the Health and Safety programs and actions at minimum on an annual basis.
 - d) The Society agrees to co-operate reasonably in providing necessary information including accident reports in its possession in order to enable the committee to fulfill its functions.
 - e) The Union agrees to co-operate reasonably and to obtain the full co-operation of its membership in the observation of all health and safety rules and practices.
 - f) Meetings shall be held every three (3) months or more frequently if so decided by the committee.
 - g) Times spent at meetings of the committee by Union representatives shall be considered as time worked.
- 34.02** It is mandatory that all employees and the Society adhere to the checking-in and checking-out procedures. It recognizes the Society's responsibility to the extent possible to provide a safe work environment. The supervisor and the employee are responsible for ensuring that staff comply with checking-in and checking-out procedures for all contact with clients outside of the Society's premise. Employees will utilize the Staff In and Out Board by documenting their itinerary.
- 34.03** The Union and the Joint Health and Safety Committee will be immediately advised of all critical incidents, including but not limited to death of a client, cases with considerable media attention, criminal child welfare and tribunal investigations.
- 34.04** The Society agrees to maintain a Peer Support Team for responding to critical incidents relating to staff. The Peer Support Team will provide post-incident support to employees

through diffusing and/or debriefing intervention. The Society shall provide Peer Support training to all Peer Support team members at the Society's expense. Attendance at such training will be considered as time worked.

34.05 WORKPLACE SAFETY AND INSURANCE ACT (WSIA)

An employee off work due to a compensable illness or injury may access uninsured sick leave income as set out in Schedule C and subject to the applicable policies, until such time as the employee's claim for lost time benefits is approved by WSIB. Any sick leave income paid to the employee is considered an advance on the employee's WSIA benefits and, if the employee is awarded WSIA lost time benefits, that the sick leave income advance will be considered an overpayment owing by the employee to the Society. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Society and shall ensure that the WSIB reimburses the Society for the overpayment made subject to the maximum reimbursed by WSIB. Any payment or advance by the Society ceases immediately upon the employee being eligible for WSIA benefits.

ARTICLE 35 – CONTRACT POSITIONS, CONTRACT EMPLOYEES

- 35.01** Contract positions will not be used to fill permanent vacancies. A contract employees shall be covered by all the terms and provisions of this Agreement where applicable, after six (6) months of continuous employment, with the exception of Article 13.
- 35.02** A contract employee shall be required to pay Union Dues after thirty (30) days of employment.
- 35.03** If a contract employee is appointed to fill a vacancy of a permanent position, they will be terminated as a contract employee and hired as a permanent employee and shall thereupon enjoy all the rights of a bargaining unit member. Seniority for the preceding contract term will be granted upon hiring as a permanent employee. Notwithstanding the foregoing, the Society may, at its discretion, require that the former contract employee serve a probationary period. In this event, the probationary employee shall be subject to Article 13.02 and seniority as provided for in this Article will be granted only upon the successful completion of the probationary period. A permanent employee who successfully applies for a contract position will not be considered a contract employee and will be temporarily assigned to the position, which would otherwise have been contracted out. At the conclusion of the temporary assignment the employee shall revert to his previous position.
- 35.04** Contract positions and extensions thereof shall not extend beyond twenty-four (24) months duration. Where special circumstances arise (e.g., public service or educational leave), the contract term may be extended further by mutual agreement.
- 35.05** The length of service of contract employees will be deemed as seniority for the purpose of bidding for all jobs.

ARTICLE 36 – PROCESS OF PDT REFERRAL TO LOCAL TABLES & DISPUTE

36.01 The Society's Group shall forward a copy of this agreement (Consensus Agreement-for clarity) to the Executive Directors of all represented Society's and shall unanimously recommend that it be accepted by each Society. Each Union shall forward a copy (Consensus Agreement-for clarity) to their respective Local Presidents and shall unanimously recommend that it (Consensus Agreement-for clarity) be accepted by each local union. The parties agree on a joint release.

- a) Each Society and Local that opts into the consensus agreement will unanimously recommend ratification of the terms as set out above to their local principals.
- b) Where there is a dispute between the local parties regarding the incorporation of any term(s) of the Consensus Agreement into the local collective agreement, the Society's group and the Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- c) 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 agreement shall be used to resolve such disputes.
- d) Where there is a dispute between the Society's Group and Union group, parties to the Consensus Agreement regarding interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that part (d) above applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30-day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
 - iii) The arbitrator shall 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 the 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 an arbitrator the person named by the Minister of Labour or their designate.

ARTICLE 37 – TERMINATION OF COLLECTIVE AGREEMENT

- 37.01** This Agreement shall remain in full force and effective from April 1, 2023, up to and including March 31, 2026, and shall continue in force from year to year thereafter unless not more than ninety (90) and not less than thirty (30) days before its date of termination notice is served by either party of any proposed revision of this agreement.
- 37.02** Negotiations shall commence within fifteen (15) days of said notice. Should the parties fail to reach an agreement by March 31, 2026, the agreement and all its terms will continue in force until a new agreement is executed or a Conciliation process is completed.

SCHEDULE A – JOB CLASSIFICATIONS

SUPPORT STAFF

ADMINISTRATION LEVEL 98-1 (Junior General/Clerical Positions)

Types material in which set-ups and terms are generally clear and follow a standard pattern. May also perform simple or routine duties of a clerical nature under supervision. This is the beginning position in the Agency for someone with no previous experience. Knowledge of procedures and use of equipment and technologies, where required for the role and receptionist duties. Preparation of memberships, journals, index cards, files, and statistics. Typing of letters, reports oral and written, dictation, home studies, summaries, etc.

ADMINISTRATION LEVEL 98-2 (Unit Assistant position)

At least two (2) years experience. Performs stenographic and secretarial duties for the departments. Work requires initiative, judgment, knowledge, and ability to relieve superior of routine details, accumulates required information to be referred to superior. Must be familiar with preparation of reports, filing, general office routine and be able to exercise initiative and judgment in the correction of errors in spelling, grammar, punctuation etc. Includes the Senior Receptionist and Switchboard Operator.

ADMINISTRATION LEVEL 98-3 (Accounting Clerk/CWIS Data Entry Clerk position)

Input and processing of statistical and/or financial data into several software programs. Accounts payable and receivable processing based upon entry of invoices and/or other financial documentation for issuance of payments and generation of various financial reports. Statistical data entry and verification for generation of monthly and quarterly reports. Deals directly with vendors, foster parents, volunteers, children in care, children and parents, lawyers, other agencies, and government contacts as well as agency personnel.

ADMINISTRATION LEVEL 98-4 (Legal Unit Assistant)

Requires two (2) years of legal administrative experience, and the successful completion of the Law Clerk Diploma or comparable training deemed requisite by the Agency. Performs all duties of the Senior Unit Assistant. Maintains legal filing system, prepares Court documentation, and ensures legal files are complete. The ability to communicate effectively with clients, agency staff, community professionals and staff in other affiliated agencies is essential. Work requires initiative, judgment, excellent organizational skills, and the ability to work independently.

JOB CLASSIFICATION – Social Work Assistant

Social Work Assistant is a job classification separate and apart from the social work and clerical classifications and as such is characterized as follows:

- performs para-professional functions with respect to direct or indirect services to clients,

under the supervision of an agency supervisor or the coordination of persons exercising case management responsibilities; and

- is not assigned the powers of a Child Protection Worker as set out in the *Child and Family Services Act, Sec. 37 (1)(b)*.

For purposes of this Agreement the following positions shall be deemed as social work positions; co-ordinators of volunteers; co-ordinator or assistant co-ordinator of the preparation for independence programme; and co-ordinator of youth support services.

Should an employee performing a Child Protection position not have the appropriate educational requirement for that position, they will be administered on the Paraprofessional/SWA Grid.

JOB CLASSIFICATIONS - Child Protection Worker

1 Bachelor of Arts (B.A.)/Community College Diploma, Bachelor of Social Work (B.S.W.) or Master of Arts (M.A.) in Human Services, or B.A./Community College with *Clinical Behavioural Sciences (C.B.S. Certificate), Master of Social Work (M.S.W.)

Child Protection Salaries are administered on the same scale. Start points and endpoints are determined by the educational attainment of each employee.

* McMaster University Programme

SCHEDULE B – SALARY GRIDS

Classification	Position Titles	Step	Current	01-Apr-23	01-Oct-23	01-Apr-24	01-Apr-25
Band #1							
Admin. Level I	Unit Assistant Legal Jr. Switchboard / Receptionist Jr. Data Entry	1	34,217.32	34,901.66	34,988.92	35,601.22	36,224.24
		2	35,245.03	35,949.93	36,039.81	36,670.51	37,312.24
		3	36,126.69	36,849.22	36,941.34	37,587.82	38,245.60
		4	37,448.64	38,197.61	38,293.10	38,963.23	39,645.09
		5	38,622.42	39,394.87	39,493.36	40,184.49	40,887.72
		6	39,651.19	40,444.21	40,545.32	41,254.87	41,976.83
Band #2							
Admin. Level II	Unit Assistant Senior Receptionist / Switchboard Records Clerk	1	43,322.81	44,189.27	44,299.74	45,074.98	45,863.80
		2	45,378.24	46,285.81	46,401.52	47,213.55	48,039.79
		3	47,288.66	48,234.44	48,355.02	49,201.24	50,062.26
		4	49,344.10	50,330.98	50,456.81	51,339.80	52,238.25
		5	51,397.43	52,425.38	52,556.44	53,476.18	54,412.01
Band #3							
Admin. Level III	Accounting Clerk -AR/AP Unit Assistant Legal Disclosure	1	48,167.16	49,130.51	49,253.33	50,115.27	50,992.28
		2	51,397.43	52,425.38	52,556.44	53,476.18	54,412.01
		3	54,628.75	55,721.33	55,860.63	56,838.19	57,832.86
		4	57,860.07	59,017.27	59,164.82	60,200.20	61,253.70
Band #4							
Admin. Level IV	Legal Secretary IT Support Technician Systems Support Officer Volunteer Drive Coordinator	1	54,041.33	55,122.16	55,259.97	56,227.02	57,210.99
		2	55,952.81	57,071.86	57,214.54	58,215.80	59,234.57
		3	57,860.07	59,017.27	59,164.82	60,200.20	61,253.70
		4	59,769.44	60,964.83	61,117.24	62,186.79	63,275.06
Band #5							
	Law Clerk Data Quality Assurance Intermediate Bookkeeper Property Maintenance Coordinator	1	55,020.71	56,121.13	56,261.43	57,246.01	58,247.81
		2	56,955.30	58,094.41	58,239.64	59,258.84	60,295.87
		3	58,890.94	60,068.76	60,218.93	61,272.76	62,345.04
		4	61,094.55	62,316.44	62,472.23	63,565.49	64,677.89
		5	63,298.15	64,564.11	64,725.52	65,858.22	67,010.74
		6	65,503.85	66,813.93	66,980.96	68,153.13	69,345.81

Classification	Position Titles	Step	Current	01-Apr-23	01-Oct-23	01-Apr-24	01-Apr-25
Band #6							
	No incumbents/No Grid						
Band #7							
	Social Work Assistant Family Resource Worker Protection Support Worker Tutor Coordinator Volunteer Coordinator Child and Youth Worker	1	47,277.10	48,222.65	48,343.20	49,189.21	50,050.02
		2	49,641.49	50,634.31	50,760.90	51,649.22	52,553.08
		3	52,123.56	53,166.03	53,298.95	54,231.68	55,180.73
		4	54,730.68	55,825.30	55,964.86	56,944.25	57,940.77
		5	57,466.01	58,615.33	58,761.87	59,790.20	60,836.53
		6	60,340.04	61,546.85	61,700.71	62,780.48	63,879.13
		7	63,354.89	64,621.99	64,783.55	65,917.26	67,070.81
		8	66,524.21	67,854.70	68,024.33	69,214.76	70,426.02
Band # 8, 9, 10, 11							
	No Incumbents/ No Grid						
Band #12 - Unauthorized Child Protection Worker's salary will be 10% less than Step 2 of Band 12.							
Child Protection Worker BSW/MSW Start	Children's Resource Worker Children's Service Worker - Ongoing Children's Service Worker - Intake Adoption Social Worker Disclosure/Young Parent Social Worker Family Services Worker Child Protection Worker - Intake*	1	61,679.86	62,913.46	63,070.74	64,174.48	65,297.53
		2	64,615.90	65,908.21	66,072.98	67,229.26	68,405.77
		3	67,552.98	68,904.04	69,076.30	70,285.14	71,515.13
		4	70,491.12	71,900.94	72,080.69	73,342.11	74,625.59
		5	73,426.10	74,894.63	75,081.86	76,395.79	77,732.72
		6	76,364.24	77,891.53	78,086.25	79,452.76	80,843.19
		7	79,301.33	80,887.35	81,089.57	82,508.64	83,952.54
		8	83,707.48	85,381.63	85,595.09	87,093.00	88,617.13
Band #13							
	No Incumbent/No Grid						

SCHEDULE C – SICK LEAVE/MEDICAL APPOINTMENTS

The Society's sick leave policy is in accordance with the requirements under the *Employment Insurance Act* and as follows:

- New employees to be eligible for sick leave income on the basis of less than six (6) months – 100% of income for two (2) weeks
- Six (6) months to one (1) year – 100% of income for two (2) weeks; 66-2/3% of income for thirteen (13) weeks.
- 1 year but less than 2 years: 100% of income for 3 weeks; 66-2/3% of income for 12 weeks.
- 2 years but less than 3 years: 100% of income for 5 weeks; 66-2/3% of income for 10 weeks.
- 3 years but less than 5 years: 100% of income for 7 weeks; 66-2/3% of income for 8 weeks.
- 5 years but less than 7 years: 100% of income for 10 weeks; 66-2/3% of income for 5 weeks
- 7 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

Successive Periods of Disability:

If an employee who has returned to active work again becomes disabled within six (6) consecutive months of the first disability and if such disability results from the same cause as the previous disability or from related causes, there is considered to be a continuation of the previous disability. During the elimination period, successive periods of disability from a single cause separated by up to fifteen (15) days will be combined.

However, if the employee who has returned to active work again becomes disabled due to an illness or accidental injury totally unrelated to the previous cause of disability, there is considered to be a new disability and a new elimination period, as outlined above, will apply.

Medical Appointments:

Appointments with doctors, doctor-prescribed physiotherapists and dentists and other such personal care appointments for an employee or the employee's children, spouse, or parent for whom the employee is directly responsible, should, whenever possible, be scheduled outside of office hours. However, no reduction of salary will be effected where time used for such appointments does not exceed an accumulative maximum of twenty two (22) hours per calendar year.

At the Society's discretion, additional paid time may be authorized by the employee's supervisor, where required due to exceptional circumstances and where requested in advance.

If an employee is too ill to return to work for the balance of the day following an appointment, then the time off is to be counted as sick leave. If the length of time required to travel to and from or to undergo a personal care appointment is such that the absence from the workplace exceeds the two (2) hour limit, the employee shall have the option of working outside their

regularly scheduled hours in order to make up the time, provided that the time must be made up within the next ten (10) working days following the medical appointment and provided that it is agreed that no overtime will be generated by virtue of working such make-up time, over and above their normal work week.

Modified Return to Work Program:

The Society and the Union are jointly committed to re-integrating employees who have suffered a temporary/permanent full or partial injury or illness, back into the workplace. The Society and the Union will work together to identify work suitable for employees returning to work and requiring accommodation.

The Society and the Union agree that employees who have been off work due to injury, accident, or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.

The Society shall notify the Union of the names of all Bargaining Unit employees off work due to a work-related injury (whether or not the employee is in receipt of Workers' Compensation (W.S.I.B.) benefits) and those on LTD.

The Society agrees to supply the Union with a copy of the Workers' Compensation Board (W.S.I.B.) Form 7 ("Society's Report & Accidental Injury or Industrial Disease") at the same time as the form is sent to the Board.

Prior to any bargaining unit employee returning on a modified work program, the Society will notify the Union and the matter will be reviewed at the return-to-work meeting.

The purpose of the meeting is to review the employment possibilities of these employees and to identify positions to which these employees could return, with or without modification(s).

During this meeting, the Society and Union will consider the employee's ability to return to work, their work limitations as determined by medical information and other expert opinions and will identify work areas that could accommodate the employee's capabilities.

Employees shall be accommodated in the following manner and sequence:

- a) the employee shall be returned to their own position, with or without modification.
- b) a suitable vacant position at the same level and classification, with or without modification.
- c) a suitable vacant position at a different level and classification and the employee has the necessary qualification, with or without modification.
- d) where a suitable vacant position is not available the Society must comply with the duty to accommodate up to undue hardship.

SCHEDULE D – WORKLOAD MANAGEMENT SYSTEM

1. Purpose

The Society is committed to introducing a "Workload Management System", the purpose of which is to guide staffing decisions (particularly hiring), to ensure that reasonable and equitable workload assignments exist for all employees and through a process of case assignment, workload review and emergency workload planning, effectively manage the work of the Society.

2. Introduction

The ultimate responsibility for workload management rests with the Society. It is also recognized that individual employees and their Union have a significant role to play in creating a work environment that not only acknowledges the Society's obligations but also its responsibilities to provide mandated services.

The parties agree that there are limits to the capacity of all employees and commit to the requirements and spirit of this article. The responsibilities for data collection, analysis and problem solving will be shared to the extent possible, in search of optimum solutions in the complex area of workload management.

3. Creation of Workload Ranges

Wherever possible, the Society will establish "Workload Ranges" for classes of employees that are manageable, taking into account the circumstances at the time the ranges are established. These may be revised from time to time, upon the request of either Union or Management and such revisions will be subject to the approval of both parties.

4. Definition of "Workload Range"

Workload Ranges indicate the ideal range of units of service that will be carried by individual employees and by their aggregation, the Service or Operational Units to which they are assigned. In the case of part-time employees, their range will be prorated by the percentage of a full workweek that the employee would normally work.

Under normal circumstances, employees carrying less than the minimum may be assigned more units and those at or exceeding the maximum, will not be assigned more units until their workload falls below the maximum.

In the case of new employees or others placed on reduced duties for health or other appropriate reasons in the opinion of the Society, a reduction in the Range minimum may be established by the employee's supervisor, subject to the approval of a senior manager.

Where employees carry a "mixed caseload", a range reflective of the employee's mix of

cases will be determined by the employee's supervisor.

5. Current Workload Ranges

The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. This may include but will not be limited to, assigning cases based on equitable distribution of workload, the needs of the Society, individual skill level and experience, current workload, and anticipated workload fluctuations.

The Society further agrees that supervisors and employees will work together to schedule protected time for employees to complete case documentation and/or work. Such protected days shall be pre-scheduled and shall be subject to supervisory approval and service needs.

The following are some of the factors that shall be taken into consideration prior to assigning cases and/or work, or when assessing workload:

- Number of cases before the court
- Number of supervised access visits
- Complexity of cases such as high risk, and or high profile
- Amount of required driving time
- Worker's attendance at training
- Mentoring and coaching new staff
- Team coverage
- Coverage of leaves of absence, including vacation and prolonged illnesses
- Committee work
- Impact of technology and new systems

The following ranges will be in force for full-time employees:

Type	Range	Trigger for Workload Assessment Process
Intake Services	11-15	14
Family Services	15-21	18
Children's Services	17-23	20
Kinship Service	18-22 provider homes	20
Kinship Care	25-32	28

6. Caseload Assessment Process

Where an employee's workload approaches or exceeds the Triggers above, the following "Workload Assessment Process" will be initiated. Together with the employee, the Supervisor will conduct an assessment of the employee's workload in order to determine whether the individual's caseload exceeds or is likely to exceed their Workload Range. This may also include a consideration of exceptional workload incurred through temporary coverage responsibilities.

If the Supervisor concludes that the employee's caseload exceeds the Trigger, the Supervisor will initiate steps in response, including but not limited to the following:

- a) where the maximum range capacity has been reached, no further cases will be assigned until caseload has fallen below the maximum workload range, and
- b) other duties which can reasonably be redirected, will be identified and the Supervisor will make such arrangements as soon as possible.

If the employee's caseload is approaching the Trigger, the Supervisor will assess the capacity for new cases among other Unit employees and consider assignment to others before assignment to the individual whose workload is being reviewed. Where additional assignments are likely, consideration will be given to redirection of other duties to other Unit employees. In this case, the Supervisor will assess the appropriateness of such options, in case additional case assignments are unavoidable.

7. Employee Initiated Workload Review

Employees can initiate a workload review if they feel their workload has increased to an unmanageable level, even if their case numbers fall within the applicable Workload Range. This can be initiated by written request to the employee's supervisor in which the employee should also indicate the factors which they feel are contributing significantly to workload pressures.

The review will consider the same factors to be considered under a supervisor-initiated workload review. Where convinced that the employee has reached the maximum workload or beyond, that could reasonably be considered under the circumstances, the Supervisor will respond as if the employee had actually reached or exceeded the Trigger. Where the Supervisor is not so convinced, arrangements will be made for frequent monitoring of the employee's workload, until the employee feels their workload situation has improved to their satisfaction.

An employee who is not satisfied with the Supervisor's response, may request a meeting with their Supervisor and a Senior Manager to review their concerns further. Such a request must be in writing to the Supervisor and the meeting will be held within 5 working days, except by mutual agreement. The employee will be entitled to have a Union representative attend the meeting also. Where the employee is not satisfied with the planned efforts to manage their workload concerns, they are entitled to file a grievance in accordance with the provisions of this Collective Agreement.

8. Unit Workload Assessment

Supervisors will monitor, with the support of their staff, the capacity of the Unit to absorb additional cases. As employees within the Unit reach workload maximums, the Supervisor will identify which employees are able to receive additional cases. Where all employees are "at Trigger", in the opinion of the Supervisor, this will be brought to the attention of a Senior Manager for the purpose of diverting subsequent cases to other

Units in a position to absorb them. This status will also result in consideration by the Society's Management Team, of the need for additional staffing in the Unit based on current overall Unit workload or possible transfer of cases to other Units, which are below maximum capacity.

9. Emergency Workload Plan

Where multiple Units are "at Trigger", the Executive Director may initiate an Emergency Workload Plan upon 24 hours notice to the Union. The initial plan will cover a maximum period of 30 days and will be reviewed with the Union within 5 working days of the initiation of the plan. A copy of the plan will be posted for the information of all employees.

The plan may include the temporary suspension of Workload Triggers where unavoidable and other temporary measures necessary under the circumstances. The plan will include sufficient detail with respect to efforts to be undertaken to increase staffing or to reduce workload elements or relax workload related requirements, satisfactory to the Union.

Where necessary, the Emergency Workload Plan can be extended for no more than 30 days at a time, until the workload crises has abated. At the time of extension, a revised Plan will be filed with the Union and posted for the information of all employees.

Where the Union is not satisfied that the action taken meets the requirements of this section, they may initiate a policy grievance as provided by this Collective Agreement.

SCHEDULE E – LETTER OF UNDERSTANDING

RE: JOINT JOB EVALUATION COMMITTEE

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND C.U.P.E. LOCAL 1797

The parties agree that upon signing of the Pay Equity Agreement dated May 29, 2007, that all matters relating to pay equity maintenance, specifically internal equity between job classifications within the bargaining unit has been achieved.

For the purpose of ongoing review and pay equity maintenance the parties agree to form a Joint Job Evaluation Committee for the purpose of review of significant changes to existing jobs and newly created jobs by the Society.

The Committee shall be comprised of not more than three (3) representatives from CUPE Local 1797 and three (3) representatives of the Society.

The Committee will evaluate the bargaining unit classifications using CUPE Gender Neutral Job Analysis Questionnaire. Any changes to classifications and wage adjustments as a result of the evaluation shall only be effective upon mutual agreement of the Parties. Nothing herein shall be construed as affecting the rights of the Society as set out in Article 5.01 and other provisions of the Collective Agreement.

In the case that the evaluation is disputed by the Society, the Society shall provide to the Joint Job Evaluation Committee and updated job description that sets out the qualifications, experience and job duties required of the position by the Society. The Joint Job Evaluation Committee shall re-evaluate the position and obtain any clarification that might be necessary from the manager and the employee.

The failure of the Society to engage in the evaluation by the Joint Job Evaluation Committee may be subject of a grievance.

SCHEDULE F – LETTER OF UNDERSTANDING

RE: HEALTH AND SAFETY

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

The Society, Union and employees recognize the inherent dignity, worth and environment of each individual. The Society and the Union agree to promote and support initiatives and an environment that is free from disruptive workplace conflict and disrespectful behaviour. Neither the Society nor the Union will knowingly condone any inappropriate conduct or behaviours by Employees.

The Joint Health and Safety Committee shall work cooperatively to:

- Initiate approved measures designed to reduce or eliminate aggression and/or violence in the workplace.
- Ensure staff are knowledgeable and comply with mandatory training, such as Non-Violence Crisis Prevention Intervention training.
- Ensure staff adhere to mandatory safety protocols, procedures, reporting requirements and staff safety risk assessments.

The *Occupational Health and Safety Act* and the policy on the Employee's Right to Refuse Unsafe Work and Work Stoppages, recognizes that:

- A worker shall refuse to perform work when they have reason to believe that the work is likely to endanger the worker or another worker.

The parties recognize that an employee who refuses to perform the unsafe work in accordance with the *Occupational Health and Safety Act* is acting prudently in accordance with the *Act* and Policy. The employee refusal in this instance is not considered a performance matter.

The employee 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 Society shall not take any reprisal against a worker who has exercised their right of refusal.

The Co-Chair or designate of the Joint Health and Safety Committee shall participate in Staff Safety Reviews and the review of Serious Occurrences. The JH&S Committee shall:

- inform staff to know risks of violence,
- encourage the use of staff safety risk assessment tool and procedures, and
- shall encourage the employee and their supervisor conducting a prior review and assessment of worker safety risks, establishing plans, and
- encourage staff attendance in training programs such as Non-Violence Crisis Prevention Intervention.

The Joint Health and Safety Committee will also review and make recommendations for staff training and/or education on subject matters such as but not limited to:

- Causes of violence
- Factors that precipitate violence
- Recognizing warning signs of violence
- Prevention of the escalation of violence
- Controlling and diffusing aggressive situations
- Staff safety awareness and staff safety risk assessment tools, procedures etc.

The Joint Health and Safety Committee will work collaboratively to:

- Ensure that appropriate responses to incidents of violence occurs,
- Provide assistance and support to staff who experience incidents of violence,
- Review procedures for reporting, investigating, documenting incidents and,
- Providing recommendations to reduce future incidents of workplace violence.

Police or Other Assistance for Staff

Prior to any visit, staff are to assess any risk to their safety. In situations identified as presenting elevated level of risk, they are to meet with their supervisor prior to the client visits and establish plans relating to safety. These plans may include and are not limited to:

- rescheduling the visit and establishing a safe time for the visit
- conducting the visit at a safe location
- establishing a plan for Checking In and Checking Out or other monitoring,
- completing a Potential Incident Report and initiating a Staff Safety Conference prior to contact with the client,
- requesting, with the approval of supervisor, to be accompanied by another staff or the Police.

The Supervisor may request a Safety Conference be conducted at anytime.

Staff may request to be accompanied by another staff member or the police and the request shall be granted in cases of:

- a dangerous client with criminal record for violent offences and/or known incidents of verbal and physical threats and assault,
- Clients who exhibit irrational behaviour or have a history of mental illness that may result in violence,
- an animal, such as a dog, that would threaten staff safety,
- Entering into identified high risk areas of the City that have a recent experience of violence, drug dealing or other criminal behaviour that could result in violence to staff,
- Known client abuse of alcohol, drugs and banned substances where such might contribute to violence to staff,
- Child apprehensions that have a high risk of violence to staff.

SCHEDULE G – LETTER OF UNDERSTANDING

RE: STAFF SUPERVISION AND STAFF COVERAGE

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

The parties to the Collective Agreement acknowledge that staff supervision is an important component to:

- Clinical case management and case direction
- Identification of high risk and complex / difficult cases, and
- Meeting compliance to Ministry standards, Agency policies, the *Child Youth and Family Services Act* and its administrative requirements.

Staff supervision shall normally focus on clinical case matters and is accomplished through case review and dialogue between the worker and their supervisor.

The parties agree that effective case management is achieved through planned supervision sessions which may include:

- A review and determination of clinical case management issues and case direction.
- Information sharing between the worker and the supervisor affecting worker focus and priorities.
- Identification of, support and planning for complex and high-risk cases. This will include identification of which cases will be directed to broader agency case review and planning forums.
- Regular review and identification of case recordings to determine that recordings reflect the clinical case plan and activity, that the worker has a plan to complete required paperwork and that the worker is able to follow through with the plan.
- The nature of the supervision will vary based on the worker's time in the position, level of experience, strengths and weaknesses identified, relevant case management standards required of a worker, and the complexity and the number of cases assigned.
- The supervisor and the worker shall be committed to making themselves available when supervision is scheduled, being properly prepared and focused on matters of relevance.
- Employees shall enter into overtime reduction plans with their supervisor. These plans shall be adhered to by the employee and shall include considerations to eliminating the need for future overtime, instituting a freeze on any future overtime, implementing flexible work schedules until such time as overtime is reduced to a level determined acceptable to the Society.

The parties are committed to working cooperatively to establish a process for supervision which encourages and supports consistency in frequency, content, mentoring and assistance to be provided to workers. Matters or issues with respect to worker coverage requirements and time protected for completion of all required paperwork shall be subject for discussion and resolution.

SCHEDULE H – LETTER OF UNDERSTANDING

RE: PROFESSIONAL AFFILIATIONS

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

1. There will be no requirement for any bargaining unit member to become a member of a college unless required by a government directive, regulation, or legislation.
2. Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in hiring/firing or being a successful applicant for a position or promotion unless membership in the College is required by a government directive, regulation, or legislation.
3. In the event that the provincial government passes legislation requiring Child Protection Workers to register with the College, the parties agree to meet, discuss, develop a plan around implementation, and address any costs associated with professional fees.

SCHEDULE I – HUMAN RESOURCE ADJUSTMENT PLANS (HRAP)

CASPD T Human Resources Adjustment Plans ("HRAP(s)")

PROVINCIAL DISCUSSION TABLE (PDT)

CONSENSUS AGREEMENT

June 3rd, 2011

ARTICLE 1 – SCOPE AND PURPOSE

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

ARTICLE 2 – GENERAL

- 2.01 Except as provided under applicable 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 Society's 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 Society's 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 Society” 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 Society” 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 Society 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 Society’s.
- 3.04 Local parties is defined as the local trade union(s) and Society’s 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 Society.
 - b) Employees who are working simultaneously at two Society’s prior to the integration shall transfer the seniority and service held at the Society from whom they are transferred. In the event that an employee is working simultaneously at two Society’s who both integrate with the same Successor Society (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 Society’s.
 - c) Employees transferred to a Successor Society 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 Society 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 Society's, will be made known to all of the affected unions.
- c) Both the Predecessor and Successor Society's 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 Society with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Society, 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 Society(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staff requirements set out in paragraph a), supra.
- e) Should the Successor Society 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 Society prior to, but not due to, the integration and who may be transferred to the Successor Society will be included for purposes of placement on the aforementioned integrated seniority lists.
- g) Unless otherwise provided in a collective agreement, the Successor Society will honour the recall rights of any employee of a Predecessor Society 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 Society who are not transferred to the Successor Society may apply for vacancies at the Successor Society 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 Society'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 Society resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Society 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 Society 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 Society shall layoff 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 Society, including those on WSIB 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 Society. 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 a Society 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 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 Society, Predecessor Society and Locals of the Successor and Predecessor Society who have claims to successor rights) and who have ratified the PDT agreement.

SCHEDULE J – LETTER OF UNDERSTANDING

RE: BENEFIT SAVINGS

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS and the Children's Aid Societies of Ontario Society's Group, signed on June 4, 2011, if, during the life of this agreement, Society's 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.

SCHEDULE K – LETTER OF UNDERSTANDING

RE: SUPERIOR PROVISIONS

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

The PDT Consensus agreement is about strengthening, building, moving forward and creating capacity in the sector. Unless set out herein no collective agreement can lose current entitlements by engaging in the process and where there are current employee entitlements which are superior to the PDT Consensus Agreement, those superior provisions shall continue into the renewal collective agreement between the agency and the local union, unless mutually agreed otherwise.

SCHEDULE L – LETTER OF UNDERSTANDING

RE: PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS, and the Children's Aid Societies of Ontario Society's 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.

SCHEDULE M – LETTER OF UNDERSTANDING

RE: CAS WORKERS AT RISK (2014) REPORT

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF
HAMILTON AND CUPE LOCAL 1797

The parties accept the findings of the report, CAS Workers at Risk (2014), on worker safety in Ontario CAS's as accurate, current, and demonstrative of safety issues faced by CAS workers at all levels and positions within the Agency. These findings will be used to guide the activities or the Joint Health and Safety Committee where applicable.

SCHEDULE N – LETTER OF UNDERSTANDING

RE: FINANCIAL UPDATE

LETTER OF UNDERSTANDING BETWEEN THE CATHOLIC CHILDREN'S AID SOCIETY OF HAMILTON AND CUPE LOCAL 1797

Finance will be a standing agenda item for Labour Management meetings. This will include discussion around the budget submission, audited financial statements, and opportunities for staffing and program efficiencies within the Agency. To facilitate this discussion, a copy of the proposed budget will be provided following submission to the Ministry but may be provided in advance of submission to allow for the consideration of union feedback. It is understood that the union does not have a formal role in the creation of the Society's budget, and that there is no onus on the Agency to incorporate union feedback into the proposed budget.

SCHEDULE O – LETTER OF UNDERSTANDING

RE: BENEFITS FOR EARLY RETIREES

Upon request, permanent full-time employees who retire between the ages of 55 and 64 and have had at least twenty-five (25) years of continuous service with the Society are eligible to be provided with up to fifty dollars (\$50.00) per month, less any statutory deductions, to be put towards the premiums for personal medical, dental and/or life insurance until they reach age 65.

In order to receive this benefit, on an annual basis, employees must provide the Society with satisfactory documentation from their insurer demonstrating their enrolment in such a benefit plan and the cost of the premiums. For clarity, employees are eligible to receive the lesser of the actual monthly cost of the premiums and fifty dollars (\$50.00) per month, less any statutory deductions.

(NOTE: This will be paid as a taxable benefit.)

SCHEDULE P – LETTER OF UNDERSTANDING

RE: EMPLOYEE SELF-FUNDED LEAVE

The Society will maintain a Self-Funded Leave plan as of April 1, 2023.

SCHEDULE Q – LETTER OF UNDERSTANDING

RE: EQUITY, DIVERSITY, INCLUSION (EDI) COMMITTEE

The Catholic Children’s Aid Society of Hamilton and CUPE 1797 have a joint interest in achieving equity diversity, and inclusion in the workplace. The Society will establish an EDI committee once the current Equity Audit implementation Steering Committee concludes its mandate. The Executive Director will meet with the Union President to review next steps at that time.

SCHEDULE R – MEMORANDUM OF UNDERSTANDING

RE: PERSONAL PROTECTIVE EQUIPMENT

The Employer will ensure a three (3) month supply of medical masks, gowns and gloves for the duration of the agreement for employees.

APPENDIX "A" – CASPDT CONSENSUS AGREEMENT 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	Naturopaths	Podiatrists
Psychoanalysts	Chiropractors	Nurses
Psychologists	Chiropractors	Occupational Therapists
Optometrists	Christian Science Practitioners	Osteopaths
Social Worker	Dental hygienists	Pharmacist
Speech Therapists	Dentists	Physicians
Therapists	Dieticians	Physiotherapists
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	Ileostomy or colostomy pads	Incontinence supplies
Artificial limbs	Breast prosthesis	Hospital bed
Crutches	Laryngeal speaking aids	Walkers
Hearing Aid Devices	Limb braces	Wigs
Wheelchairs	Oxygen tent or equipment	
Orthopedic Shoes		

- 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 this _____ day of _____ in the City of Hamilton.

For the Catholic Children's Aid Society of Hamilton



Donna Zan - Executive Director

Scott MacPhee- Director of Finance



Krystal Buxo- Director of Service



Tracey Boon-Senior HR consultant



Renu Manocha- Director of Human Resources

For the Canadian Union of Public Employees and its' local 1797



Harmony Conti – National Representative



Ria Kemper- Negotiating Committee Member



Lisa Persad – Negotiating Committee Member

Lori Clyke – Negotiating Committee Member



Manjit Kaur – Negotiating Committee Member



Wendy/Guiden - Negotiating Committee Member



Becca Kadar - Negotiating Committee Member