

COLLECTIVE AGREEMENT

Between:

**PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES
(Hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313
(Hereinafter called the "Union")**

Effective Dates:

April 1st, 2022, to March 31st, 2026

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BETWEEN:

**PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES
(Hereinafter called the "Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter called the "Union")**

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial collective bargaining relationship between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and working conditions affecting employees covered by this Agreement, to ensure to the utmost possible extent the safety of employees, the effectiveness and efficiency of the operation, the quality of services provided in order to fulfil the objectives of the Employer and to give service to the public in accordance with Child and Family Services Legislation.

ARTICLE 1 – RECOGNITION

1.01 The parties recognize the Canadian Union of Public Employees as the exclusive bargaining agent for all employees save and except supervisors, persons above the rank of supervisor, and Executive Secretary to the Executive Director.

1.02 No Other Agreements

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

ARTICLE 2 – DEFINITIONS

2.01 Full Time Employee

A "full time employee" is one who is normally scheduled to work thirty-five (35) or forty (40) hours per week.

2.02 Part-time Employee

A "part-time" employee is an employee who is normally scheduled to work twenty-eight (28) hours or less per week.

2.03 Permanent Employee

A "permanent" employee is one who is hired for an indefinite period.

2.04 Temporary Employee

A "temporary" employee may work full time or part time hours and is one who is required to:

- i) replace an employee who is:
on vacation; or
temporarily transferred to another position with the Employer;
or
on an approved leave of absence of 12 months or less; or
off work due to accident or illness of 12 months or less; or
- ii) temporarily fill a vacant permanent position; or
- iii) work for a specific period or to perform a specific project or task provided it does not exceed six (6) months; or
- iv) work on an occasional or as needed basis.

2.05 Part-time or temporary employees selected to fill a temporary vacancy or to temporarily fill a vacant permanent position shall retain their part-time or temporary status for the purposes of this Agreement and shall return to part-time or temporary status at the end of the assignment.

2.06

(a) Provided there is no break in service of more than one (1) week, a temporary employee who is hired as a permanent employee shall have a service date based on the employee's last date of hire as a temporary employee and shall be credited with the appropriate seniority for this period.

(b) In the event there is a break in service of more than one (1) week, a temporary employee who is subsequently hired as a permanent employee shall have a service date based on the employee's date of hire as a permanent employee.

2.07 Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and vice-versa, unless the context requires otherwise.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer, therefore all rights are retained by the Employer except those specifically abridged, delegated, granted, or modified by this Agreement and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a)** maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees; relieve employees from duty because of lack of work or other legitimate reasons; discipline or discharge employees, provided that a claim by an employee who has acquired seniority that he has been unjustly laid off or has not been recalled from layoff or has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
- (b)** select, hire, test, transfer, assign to shifts, promote, demote, classify, reclassify, lay-off, recall or retire employees and select employees for positions excluded from the bargaining unit;
- (c)** operate and manage the business in all respects in accordance with the law and the Employer's commitments, obligations and responsibilities including the right to determine: the nature and kind of business conducted, the number and location of the Employer's establishments and their expansion or curtailment in whole or in part, direction of the work force, schedules of operations, services to be rendered, methods, tools, techniques, work procedures, introduce labour-saving devices, new and improved methods, procedures, equipment and facilities; purchase supplies, equipment, materials, merchandise and services from any source acceptable to the Employer; contract out work; set quality and quantity standards, selection and use of materials required by the Employer; determine job content, establishment of work or job assignments, change, combine or abolish job classifications or departments, determine the standards of performance required, qualifications of an employee to perform any particular job; require employees to have medical examinations; decide the number and type of employee needed by the Employer at any time; to reduce the work force, number of hours to be worked including reduction of working hours within the organization, department or job by day or week or any other periods, starting and quitting times, when overtime shall be worked; determine financial policies, including general accounting procedures and client relations.

- (d) Without limiting the general right of the Employer to discharge employees, it is expressly understood and agreed that the specific penalty shall be discharge for the following infractions: disclosure of confidential information pertaining to the Employer's, resident's or client's business; reporting to work under the influence of or consuming intoxicating liquors or illicit drugs while on duty; theft or aiding in the commission of theft or removal of property from the Employer, resident or clients without proper authorization; abuse of a resident or client; deliberate tampering, sabotage or destruction of Employer's or client's property or procedures; fighting or any other altercation on Employer premises or during working hours; insubordination or failure to carry out a work instruction, it being understood that an employee will be entitled to refuse to carry out unsafe work instructions.
- 3.02** The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the Employer therefore retaining all rights not otherwise specifically and expressly covered in this Agreement.
- 3.03** An employee who has not completed his probationary period may be discharged at the sole discretion of the Employer.
- 3.04** The Employer agrees that it will not exercise its function in Article 3 - Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.
- 3.05** Failure to exercise any of its management rights at anytime shall not be considered to be an abandonment of such rights and shall not create an estoppel.

ARTICLE 4 – UNION SECURITY

4.01 Union Dues

The Employer agrees during the life of this Agreement to deduct bi-weekly, from the wages of employees in the bargaining unit the regular Union dues, as certified as being in effect by the Union and to remit same to the Financial Secretary of the National Union not later than the fifteenth (15th) day of the month following the month such deductions were made.

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

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

4.04 The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 slips.

4.05 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, give the employee a copy of the current Collective Agreement, and explain the conditions of employment set out in the article dealing with Union Security and Dues Check-off. The Employer shall advise the employee of the name and location of her steward.

Within the first thirty (30) days of employment, a steward or executive member from the Local shall have the opportunity of meeting with such new employee without loss of pay for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the provisions of the Collective Agreement.

The Employer agrees to notify the Union in writing of all newly hired employees within the first week of employment.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

The parties agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Code.

5.02 The parties further agree that there shall be no discrimination or harassment on the basis of membership or activity in the Union.

ARTICLE 6 – NO STRIKES NOR LOCKOUTS

6.01 The parties agree that there shall be no strike or lockout during the term of this Collective Agreement. "Strike" or "lockout" shall be defined as per the Labour Relations Act.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or her designate and the President of the Local or her designate and the National Representative.

ARTICLE 8 – REPRESENTATION

8.01 Union Activity

The Union and the employees covered by this Agreement will not hold meetings nor engage in other Union activities on the premises of the Employer, or during working hours without the prior written permission of the Employer, except as permitted by this Agreement. Such permission shall not be unreasonably denied.

8.02 Stewards

The Employer acknowledges that the employees may select four (4) stewards one of whom shall be designated as the Chief Steward. To be eligible to be a steward an employee must have completed his probationary period.

8.03 It shall be the steward's or her designates duty to represent the employees in presenting grievances under Article 9 - Grievance Procedure.

8.04 The Union acknowledges that the steward has regular duties to perform on behalf of the Employer. In a situation which requires a steward's attention during working hours, she shall not leave her regular duties without first obtaining the permission of the Employer. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.

If permission is granted the matter will be dealt with expeditiously and the steward shall report to her immediate supervisor immediately upon her return. The Employer reserves the right to limit such time. It is further understood that the processing of a grievance shall not interfere with the regular conduct of business including the servicing of clients.

8.05 Negotiating Committee

Subject to the efficient operation of the programs, the Employer acknowledges the right of the Union to select four (4) employees to form the Negotiating Committee. The Union shall endeavour to seek representation from different programs across the Agency. In any event no more than two (2) employees shall be selected from any program. The programs are Child Care, Foster Care, Administration, Protection, Attendance Centre and Children's Mental Health.

It shall be the Negotiating Committee's function to meet with the Employer to amend or to negotiate the renewal of this Agreement.

Members of the negotiating committee shall not suffer loss of regular earnings while meeting with the Employer up to and including conciliation.

8.06 Labour Management Committee

It is agreed that a joint committee will be established with up to three (3) representatives from each of the Union and the Employer. This committee shall meet as required at a mutually convenient time and date. The committee shall discuss matters of mutual concern. Such matters need not be covered by the terms of the Collective Agreement. The Labour Management Committee shall not have jurisdiction to negotiate amendments to the Collective Agreement nor to address grievances. Responsibility for chairing the meetings and minute taking will be alternated between both parties.

A member of the Labour Management Committee shall have the right to attend meetings without loss of pay. Minutes shall be taken and approved and signed by members of the Labour Management Committee with copies to both parties. An agenda for meetings shall be submitted by the party requesting the meeting at least seven (7) calendar days prior to the date of the scheduled meeting.

8.07 Health and Safety

The Employer shall continue to make reasonable provisions for the safety and health of all employees during the hours of their employment. It is agreed that the Employer and the Union shall cooperate to the fullest extent in the prevention of accidents and unsafe working conditions, including any incident in which an employee is abused, threatened or assaulted during the course of her employment and in the promotion of safety and health of all employees.

The Employer acknowledges the importance of Personal Protective Equipment ("PPE"). As long as PPE is available through distribution channels, the Employer will maintain and provide appropriate PPE to employees in the bargaining unit. If PPE is not available, the Employer will take alternative measures to protect the health and safety of employees that is appropriate in the circumstances.

Joint Health and Safety Committee

- a) A Joint Health and Safety Committee shall be established with up to four (4) representatives from Management and up to four (4) representatives from the Union. In the event of an investigation, no more than two (2) representatives of each party shall attend.
- b) The powers of this Committee shall be as outlined in the Occupational Health and Safety Act.

8.08 Union Representatives

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

- 8.09** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer. A representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting with a steward with regard to Union matters, or the Employer. It is agreed that such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

8.10 Meeting of Committees

In the event either party wishes to call a meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.11 Education on the Job

The Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, and regular monthly meetings to be held on the Employer's premises during the employees' lunch period or following the regular working day, provided the premises are available and such meetings do not interfere with the orderly operation of the Employer. The Union shall obtain permission from the Employer prior to such functions.

- 8.12** Subject to 8.05, the Union Executive and duly recognized members of the Committees shall suffer no loss of wages or benefits for all time spent meeting with Management during their regular working hours.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at anytime, without recourse to the grievance procedure herein.
- 9.02** A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that the employee has been unjustly laid off or has not been recalled from layoff or has been unjustly disciplined or discharged without cause.
- 9.03** It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) calendar days after the circumstances giving rise to the complaint first occurred or originated. The supervisor shall communicate her reply to the complaint within five (5) calendar days.

If such complaint is not settled to the satisfaction of the employee concerned within the five (5) calendar day period, the complainant may file a grievance in the following manner and sequence:

STEP 1

The employee(s) shall submit the grievance to her steward. If the steward considers the grievance to be justified, the employee(s) concerned, together with a steward shall within five (5) calendar days following the decision of the immediate supervisor, present a signed, dated, written statement of such grievance to the Supervisor. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Supervisor shall submit her answer in writing within five (5) calendar days of the filing of the grievance at Step 1.

STEP 2

Within five (5) calendar days following the written decision of the immediate supervisor, the employee with the assistance of a steward may present the written grievance to the Director of Services. The Director of Services shall submit her answer in writing within five (5) calendar days of the filing of the grievance at Step 2.

STEP 3

Failing settlement of the grievance at Step 2 or failure of the Director of Services to submit her reply within the prescribed period, the employee shall present her grievance in writing to the Executive Director or designate within seven (7) calendar days after the reply is received or should have been received in Step 2. The Executive Director or designate shall hold a meeting within fourteen (14) calendar days with the grievor, and a steward to discuss the grievance. Either party may request the assistance of a business or staff representative of the Union to attend said meeting. The Executive Director or designate shall deliver her decision in writing within fourteen (14) calendar days following the day on which the meeting was held.

9.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to the employee by management (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

9.05 Written grievances shall not be subject to change except by mutual agreement of the parties.

9.06 Policy Grievance

a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within fourteen (14) calendar days of the initial incident-giving rise to the complaint. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 3 of the Grievance Procedure.

- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by management within fourteen (14) calendar days of the incident-giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within ten (10) working days of filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

9.07 Group Grievance

In the event a number of employees have identical grievances and each employee would be entitled to grieve separately, the employees may present a group grievance in writing identifying each employee who is grieving to the Director of Service or his/her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall be then treated as being initiated at step #2 and the applicable provisions of this article shall then apply to the processing of such grievance.

9.08 Layoff or Discharge Grievance

A permanent employee who has completed the probationary period, who claims that he has been laid off, not recalled or discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the grievance procedure within six (6) calendar days of the layoff, failure to recall or discharge.

- 9.09** The parties expressly agree that the grievance procedure does not apply in the event of the discharge of a probationary employee.

9.10 Health and Safety

An employee, or a group of employees who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 3 of the grievance procedure.

9.11 Mutually Agreed Changes

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

- 9.12** Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

- 9.13** All time limits fixed in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- 9.14** Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 9.15** If final settlement of the grievance is not reached then the grievance may be referred in writing by either party to arbitration as provided in Article 10 - Arbitration, at any time within twenty-one (21) calendar days after the final decision. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.

ARTICLE 10 – ARBITRATION

- 10.01** Both parties to this Agreement agree that a properly constituted grievance as defined in Article 9 - Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 9 and which has not been settled or abandoned, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto.
- 10.02**
- (a)** The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the Board.
- (b)** Within fourteen (14) calendar days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairperson respectively.
- 10.03** Should the parties fail to agree on a single Arbitrator, or the nominees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as single Arbitrator, or Chairperson in the event of an agreement to a Board of Arbitration by the parties, in accordance with the provisions of the Ontario Labour Relations Act.

10.04 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

10.05 The decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.

10.06

(a) The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 9, or not covered by this Agreement or arising outside the terms of this Agreement.

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

(c) The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a grievance on behalf of an employee who has resigned, unless there is a claim for monetary compensation.

10.07 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 9.03 and 9.06. An employee shall be obligated to mitigate damages as fully as possible, and any monetary adjustment will be reduced by any employment income received by the grievor for the applicable period.

10.08 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairperson of the Board of Arbitration.

10.09 Time limits fixed in this Article 10 may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 11 – DISCIPLINE, PERSONNEL RECORDS

11.01 All discipline shall be in writing with a copy to the local president.

11.02 Right to have Steward Present

In the event a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall advise the employee in advance in order for the employee to contact her steward or designate to be present at the interview if she so desires.

A steward or local Union officer shall have the right to consult with a CUPE staff representative and to have her present at any discussion with supervisory personnel which will be the basis of disciplinary action.

11.03 Personnel Records

- (a)** Provided the employee gives at least three (3) working days prior notice, the employee shall have the right to review her personnel record in the presence of her supervisor. No discipline may be introduced as evidence in any hearing unless the discipline has been reduced to writing and given to the employee.
- (b)** Employees shall receive copies of their performance appraisals. Performance appraisals shall not be used for disciplinary purposes.
- (c)** Verbal and written warnings shall be removed from an employee's personnel file after eighteen (18) months, provided that there are no further disciplinary actions within that time.

11.04 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 12 – SENIORITY

12.01

- a)** Seniority for each permanent full-time employee is based upon the length of continuous full-time employment with the Employer since the last date of hire.
- b)** Seniority for each part-time or temporary employee is based upon the number of hours worked with the Employer since the last date of hire.

- c) Provided there is no break in service of more than seven (7) calendar days, any seniority accumulated shall be transferred to the new seniority list. In the event a part-time or temporary employee becomes a permanent full-time employee, or a full-time permanent employee becomes a part-time or temporary employee, one (1) year of seniority shall equal 1820 hours for administration and front-line staff who normally work thirty-five (35) hours per week, and 2080 hours where the normal hours of work are forty (40) hours per week e.g. residential staff.
- d) Subject to insurance qualification periods, when a temporary or part-time employee is appointed to permanent full-time status, all benefits under Articles 24, 25, 26 and 28 shall begin to accrue effective the date of hire as a permanent full-time employee.

12.02 A full-time employee shall be considered to be on probation until the employee has worked a total of 130 days within a twelve (12) month period. A part-time employee shall be considered to be on probation until the employee has worked a total of 910 hours within a twelve (12) month period. The probationary period may be extended for a further sixty (60) working days by agreement of the Employer, Union and employee. During the probation period, the employee shall have no seniority rights.

It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer.

Upon successful completion of such probationary period the employee's name shall be placed on the respective full time or part time and temporary seniority list.

12.03 The discharge, lay off or failure to recall after lay off of a temporary employee shall not be the subject of a grievance nor Arbitration pursuant to this Agreement.

12.04 The names of those permanent full-time employees and part-time and temporary employees who have completed their probationary period shall be placed on separate seniority lists within thirty (30) days after the signing of this Agreement. Twice per year, the Employer shall prepare and email the seniority lists to all employees in the bargaining unit so that employees may have the opportunity to dispute and settle any inaccuracies in such lists. An employee shall have thirty (30) calendar days to challenge the employee's seniority from the date the employee's name first appears on the seniority list or the employee's seniority date is adjusted.

Thirty (30) days after the publication of such lists the seniority standing so established shall be recognized and shall not be challenged by either the Employer, the employees or the Union.

12.05 An employee's seniority shall be forfeited, and her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a)** The employee voluntarily resigns or quits. An employee shall be deemed to have resigned when:
 - (i)** the employee gives written notice of her desire to leave the Employer's employment; or,
 - (ii)** the employee is absent for more than three (3) consecutive days without personally notifying the Employer unless a reason satisfactory to the Employer is given; or,
 - (iii)** the employee fails to report for work at the expiration of a leave of absence without a reason satisfactory to the Employer, or the employee accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.
- (b)** The employee retires or is retired.
- (c)** The employee is discharged and not reinstated through the Grievance Procedure.
- (d)** The employee is laid off for a period of the lesser of eighteen (18) months or the length of the employee's seniority.
- (e)** The employee uses a leave of absence for a purpose other than that for which it was granted.
- (f)** The employee fails to advise the Employer within three (3) calendar days of her intention to report to work and/or fails to return to work within seven (7) calendar days of her recall to her last known address or phone number on the Employer's records. The onus is on the employee to inform the Employer of her current address and telephone number.

12.06 It shall be the duty of an employee to notify the Employer promptly of any change of address. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee. All notices shall be confirmed in writing by registered mail.

12.07 Transfer Outside the Bargaining Unit

An employee, with her consent, transferred to a position outside of the bargaining unit, shall retain her seniority accumulated up to the date of the transfer, but will not accumulate any further seniority. If an employee returns to the bargaining unit within six (6) months she shall be placed in a position consistent with her classification. It is agreed that an employee who has acquired seniority filling in for said transferred employee will be filling in on a temporary basis and will return to her previous position if the employee is transferred back into the bargaining unit.

ARTICLE 13 - JOB POSTING

13.01

- a)** The term "vacancy "as used in this Agreement shall be defined as any job opening of more than thirty (30) consecutive working days' duration except that vacancies of more than thirty (30) consecutive working days caused by employees being on vacation, absent from work due to illness or accident for a period of twelve (12) months or less or on an approved leave of absence for a period of twelve (12) months or less shall be considered temporary.
- (b)** When the Employer declares a vacancy in any full-time, part-time, or temporary position within the bargaining unit, notice of such vacancy shall be emailed to all employees in the bargaining unit, and posted on the OACAS Website. All postings shall designate the position, qualifications, required knowledge, education, skills, hours of work, and rate of pay for such position. Any employee may apply in writing for such position within seven (7) calendar days of the date on which the email is sent. Such applications shall be made in duplicate, and one copy thereof shall be signed by the Employer official receiving same and shall be returned to the employee. The Employer may simultaneously seek external candidates during the posting period but permanent employees who apply shall be given first consideration for the position provided that they have the skill, ability, knowledge, qualifications, efficiency and experience and in addition in the residential centre, the physical and medical fitness, to be able to immediately perform the required work.

- (c) The Employer shall consider the following factors in determining which applicant is to fill the posted vacancy:
- (i) Skill, ability, knowledge, qualifications, efficiency and experience. In the residential centre, the Employer may also consider physical and medical fitness; and
 - (ii) Seniority.

In the event the requirements of factor (i) are relatively equal, then factor (ii) shall govern.

(d) Trial Period

The successful applicant will be on a trial period of up to sixty (60) calendar days. In the event the successful applicant proves unsatisfactory or is unable to perform the duties of the new position, the employee shall be returned to the employee's former position by the Employer at any time during the sixty (60) day period.

- (e) In the event an employee returns to the employee's former position in accordance with (d) above, any other employee who has been promoted or transferred as a result of the promotion or transfer of the returning employee shall be returned to her previous position without loss of seniority.
- (f) The Employer shall post the name of the successful applicant if any. If there are no applicants or successful applicants, the Employer will then be free to choose an employee who did not apply for such position and who is willing to accept such position or hire an outside person to fill such vacancy.
- (g) The Employer will upon receipt of written request, notify the unsuccessful job applicants of the reasons why they were not accepted.
- (h) The Employer reserves the right to temporarily fill any job vacancy immediately without posting.

13.02 A successful candidate under this clause shall not be able to apply for another posting for six (6) months without the mutual agreement of the employee and the Employer.

13.03 (i) Should job qualifications be changed by the employer, bargaining unit members will be deemed qualified for their current position.

(ii) Should job qualifications be changed as a result of legislation or government directives, the employer shall work with MCYS and the union to develop a plan to mitigate any negative impact for staff.

ARTICLE 14 - LAY-OFF AND RECALLS

14.01

- (a)** A layoff is defined as a reduction in regular scheduled hours of a permanent full-time employee.
- (b)** In the event of the discontinuance of a program or the permanent closure of an office or facility, the Employer shall give as much notice of a lay off as possible, but no less than thirty (30) calendar days notice to the Union, in advance of notice to the affected employees.
- (c)** Within fifteen (15) days of that notice, the Employer shall discuss alternative options with the Union to minimize impact on service.
- (d)** The Employer will give affected permanent employees such notice as is required under the Employment Standard Act.

14.02

- (a)** In the event there is a layoff of more than three (3) working days, the Employer shall layoff the employee(s) whose work is affected in reverse order of seniority.
- (b)** A full-time permanent employee as defined in paragraphs 2.01 and 2.03, who has completed the probationary period, who is laid off under (a) above may elect to:
 - i)** Accept termination benefits in accordance with the Employment Standards Act without right of recall; or,
 - ii)** Provided the laid off employee:
 - 1.** Is in an equal or higher rated classification; and
 - 2.** Has greater seniority; and
 - 3.** Has the skill, ability, qualifications and experience to immediately perform the required work, said employee may displace a junior employee within the bargaining unit.
- (c)** An employee laid off under (b) ii) may elect to:
 - i)** Accept termination benefits in accordance with the Employment Standards Act without right of recall; or,

- ii) Provided the laid off employee:
 - 1. Is in an equal or higher rated classification; and
 - 2. Has greater seniority; and
 - 3. Has the skill, ability, qualifications and experience to immediately perform the required work,

Said employee may displace the most junior employee within the bargaining unit.

(d) An employee laid off under (c) ii) may elect to:

- i) Accept termination benefits in accordance with the Employment Standards Act without right of recall; or
- ii) Provided the laid off employee:
 - 1. Is in an equal or higher rated classification; and
 - 2. Has greater seniority; and
 - 3. Has the skill, ability, qualifications and experience to immediately perform the required work,

Said employee may displace a temporary or part time employee within the bargaining unit.

(e) In the event a probationary employee is laid off, said employee shall be deemed to be terminated.

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

14.04

- (a)** Permanent employees shall be recalled back to the job that they were initially laid off from in the order of their seniority.
- (b)** No new employee shall be hired in a particular job until those permanent employees laid off in said job have been given an opportunity of recall.
- (c)** The parties agree that a permanent employee is not recalled if performing part time or temporary work under paragraphs 2.03 and 2.04 or has displaced a probationary employee.
- (d)** An employee on lay off may apply for a posted position. In the event said employee is the successful candidate, the employee's name shall remain on the recall list in accordance with article 12.05 (d).

14.05 An employee shall retain the right of recall for a period of the lesser of the employee's seniority or eighteen (18) months. Notice of Recall shall be sent to an employee by registered mail at his address of record with the Employer. It shall be the responsibility of the employee to keep the Employer advised of his current address. The Employer shall not be liable for failure of notice pursuant to the terms of this Agreement to reach the employee in the event that such employee has not kept the Employer advised of his address.

14.06 A recalled employee must advise the Employer within three (3) calendar days of the delivery of a Notice of Recall to her, of her intention to return to work or not. In the event the recalled employee does not respond to this notice within seven (7) calendar days after receipt of said notice, she shall be deemed to have quit.

ARTICLE 15 - APPROVED LEAVES OF ABSENCE

15.01 Bereavement Leave

(a) In the event of the death of a permanent employee's parent, grandparent, present spouse, common-law spouse, child or foster child, fiancée, brother or sister, provided the employee has completed her probationary period, said employee shall be granted a leave of absence without loss of pay, seniority and benefits of up to a maximum of five (5) consecutive working days upon proper notification of her immediate supervisor. "Child" shall mean any child that the employee is parenting.

(b) In the event of the death of a permanent employee's grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew or any other relative residing in the same household, provided the employee has completed her probationary period, said employee shall be granted a leave of absence without loss of pay, seniority and benefits of up to a maximum of three (3) consecutive working days upon proper notification of her immediate supervisor.

(c) An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leave or compensable or non-compensable illness or accident or vacation.

15.02 Jury Duty/Crown Witness Leave

An employee who is selected for service as a juror or who is subpoenaed as a crown witness to appear in court, will be compensated for loss of pay from her regularly scheduled hours at her regular hourly rate less the fee received for her services as a juror or crown witness.

However, should the employee present herself for selection as a juror and not be selected or be advised she is not required as a witness, then she is required to return to the Employer's premises to complete her remaining normally scheduled workday, if the employee could reasonably present herself at the Employer's premises with at least three (3) hours left in her shift. In the event an employee would otherwise be required to take unpaid time off connected with such an absence, the employee may use accrued vacation or flex time to receive pay for such time off.

The employee must present to the Employer a copy of the subpoena or jury selection notice as well as the amount of pay received.

15.03 Pregnancy and Parental Leave

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

15.04 Leave of Absence for Union Functions

Operational requirements permitting, leave of absence without pay will be granted upon request, to employees elected to represent the Local Union at Union functions. Such leave shall not exceed a total of forty (40) days per fiscal year (April 1st to March 31st) for all employees. No more than three (3) employees may be authorized to leave at any one time. Applications for such leave must be submitted to the Director of Human Resources not less than seven (7) calendar days in advance of the date of commencement of the requested leave.

15.05 Education Leave

Education leave with or without loss of pay and benefits shall be granted at the sole discretion of the Employer.

15.06 Special Leave

Special leave may be granted at the discretion of the Executive Director for up to seven (7) working days in a calendar year in cases of serious illness or other bonafide emergency situations in the employee's immediate family and where the employee is in a sole or primary support role of the person who is ill or the subject of the emergency.

Special leave with pay will be charged against earned sick leave credits. In the event the employee has no sick leave credits the emergency leave shall be without pay.

15.07 Mental Health Leave

A permanent part-time or full-time employee who has completed her probationary period may apply for a Mental Health Leave of up to five (5) working days with pay in a calendar year for legitimate mental health reasons (e.g., stress). Prior to the desired commencement date of the leave, the employee shall submit a written request for such leave to the Executive Director stating the reasons for the request, and at the same time the employee shall make her Supervisor aware of the request by email. The Executive Director (or designate) may grant the leave at her discretion.

15.08 Family Leave

The Employer shall grant a leave of absence without pay in accordance with the Compassionate Care Benefit Program of the Employment Insurance Act.

ARTICLE 16 - PROFESSIONAL LIABILITY INSURANCE

16.01 The Board shall pay the full premium cost for professional liability insurance as required for front line staff.

16.02 In a situation where an employee is assaulted or threatened in the course of the employee's duties, the employee shall consult the Employer prior to laying any charges including assault or obstructing a peace officer.

16.03 Subject to the terms, conditions, rules and regulations of the Insurer, the insurance shall provide stipulated payments for legal counsel and related costs for employees who are being sued in the civil courts for a reason arising directly out of or during the performance of authorized Employer's duties.

ARTICLE 17 – HOURS OF WORK AND OVERTIME – FRONT LINE AND SUPPORT STAFF

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

17.02 (a) The normal work period for full time front line and support staff (including full-time custodians) is seventy (70) hours per two (2) week pay period.

(b) The normal work period for full time Maintenance Workers is 80 hours per two (2) week pay period.

- 17.03** Except for emergencies all overtime shall be authorized in advance by a supervisor. Overtime shall be compensated as follows: subject to 17.07 and Articles 18 and 19 any approved time worked by front line and support staff (including custodians) over seventy (70) hours in a two (2) week pay period shall be compensated by time off at the rate of time and one-half (1-1/2) hours. Compensatory time shall be taken at the time or times approved by the supervisor and must be taken before March 31st of each year.
- 17.04** The Employer at its sole discretion may pay the appropriate rate for overtime in lieu of granting time off.
- 17.05** (a) The Employer and front-line workers recognize the nature of the services delivered requires flexibility. Flexible hours shall be arranged by the employee concerned after consultation and agreement with the supervisor of the employee's program.
- (b) Employees shall be allowed to bank no more than five (5) days of flex at any given time. The days must be taken before March 31st of the year.
- 17.06** Staff training and conferences should be seen as an opportunity for growth and staff participation is at their discretion upon approval of the Executive Director. Overtime for travel or participation in such training or conferences will not be compensated.
- 17.07** In the event an employee travelling to meetings and workshops is unable to make it home on the employee's day of rest or a paid holiday due to poor weather conditions and/or mechanical problems with the aircraft, the employee shall be granted time off based on the time lost, between 8:30 a.m. and 4:30 p.m. up to a maximum of seven (7) hours. Said time shall not be used in the calculation of overtime under paragraph 17.03.
- 17.08** Employees shall be allowed one (1) fifteen (15) minute rest break in the morning and afternoon of each normal day.
- 17.09** In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

ARTICLE 18 – ESCORT DUTIES

18.01

(a) Permanent employees escorting during regularly scheduled working days shall flex their schedules. In the event that the employee is required to work outside of the employer's geographic area, beyond the employee's regular scheduled workday, the employee shall be paid legitimate expenses and one of the following allowances:

(i) the employee shall be paid two hundred and twenty-five dollars (\$225.00) per twenty-four (24) hour period or any part thereof during which the employee is escorting one or more children in care; or

(ii) the employee shall be paid one hundred and twelve dollars and fifty cents (\$112.50) per twenty-four (24) hour period or any part thereof during which the employee is escorting any client(s) other than children in care.

For clarity, employees may only claim one of the above allowances in respect of any period.

(b) Permanent employees escorting outside of the employer's geographical area on a weekend shall be paid legitimate expenses and a weekend rate of one of the following allowances:

(i) three hundred dollars (\$300.00) per twenty-four (24) hour period or any part thereof during which the employee is escorting one or more children in care; or

(ii) one hundred and fifty dollars (\$150.00) per twenty-four (24) hour period or any part thereof which the employee is escorting any client(s) other than children in care.

For clarity, employees may only claim one of the above allowances in respect of any period.

(c) Employees escorting children in care on a day escort within the Employer's geographical area who work more than their regular scheduled hours of work will be compensated with up to eight (8) flex hours at straight time unless the employee is unable to flex their schedule. Employees escorting children in care within the Employer's geographical area on an overnight escort shall be paid legitimate expenses and one of the following allowances:

(i) on a weekday, the employee shall be paid two hundred and twenty-five dollars (\$225.00) per twenty-four (24) hour period or any part thereof during which the employee is escorting one or more children in care; or

- (ii) on a weekend, the employee shall be paid three hundred dollars (\$300.00) per twenty-four (24) hour period or any part thereof during which the employee is escorting one or more children in care.

For clarity, employees may only claim one of the above allowances in respect of any period.

- (d) Employees who have returned from escort duties, shall receive an eight (8) hour unpaid rest period prior to being scheduled for their next shift. The employees will have the option of using banked flex time for their rest period.
- (e) When an employee:
 - i) is not escorting; and
 - ii) is travelling outside of the Employer's geographical area; and
 - iii) works more than the employee's regular scheduled hours of work; said employee will be compensated with up to eight (8) hours of flex at straight time per day.
- (f) An employee required to perform escort duties on a paid holiday, or on a day that is recognized as the public holiday by the Employer, shall be paid legitimate expenses and one and a half times the escort allowance in Article 18.01 (b). The employee shall receive holiday pay but shall not receive a day off in lieu of the holiday.

ARTICLE 19 – ON-CALL DUTY

19.01 "On-Call" means a period of time that is not a regular working period and during which an employee keeps herself available for immediate call to work.

19.02 All qualified employees in the bargaining unit are required to perform "on call duty".

19.03 All employees who are required to perform "on call" duties on a rotational or any other basis will be compensated at the following rates:

- (a) \$130.00 per day during weekdays; define as Monday 8:30 a.m. to Friday 4:30 p.m.
- (b) \$200.00 per day during the weekend. Weekend define as Friday 4:30 p.m. to Monday 8:30 a.m.

- (c) An employee required to perform on-call duties on a paid holiday, or on a day that is recognized as the public holiday by the Employer, shall be paid \$280.00. The employee shall receive holiday pay but shall not receive a day off in lieu of the holiday.
- (d) The sum paid for on call duty is to be accepted by the employee as full compensation for: (i) standby and (ii) any time worked while on such duty.

19.04 All on-call duties are to be completed outside of regular business hours unless directed otherwise by the immediate supervisor.

ARTICLE 20 – AFTER HOURS CALL IN – MAINTENANCE, COMPUTER SYSTEMS TECHNICIAN

- 20.01** In the event an employee has left the work premises on the completion of her shift and is called back to work by the employee's supervisor, the employee shall be compensated at the greater of the employee's regular hourly rate for hours worked or:
- a) If the employee is able to resolve the issue remotely, fifty dollars (\$50.00); or
 - b) If the employee is required to attend at the workplace, seventy-five dollars (\$75.00).

ARTICLE 21 – FIELD TRIPS

21.01 During field trips, staff supervising clients shall be compensated for each actual hour away from the residence outside the employee's scheduled shift up to a maximum of eight (8) hours at the rate of one (1) hour off for each hour worked. Field trips will be subject to Board policy.

21.02 The Employer at its sole discretion may pay the employee his regular non-overtime rate of pay in lieu of granting time off.

ARTICLE 22 - RATES OF PAY

- 22.01** The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.
- 22.02** Each employee on the completion of 1820 hours or 2080 hours of work, shall receive an increment based on the salary grid.

22.03 Annual rates of pay are divided by the number of pay periods in the year and employees shall be paid every second Thursday, two (2) weeks in arrears.

22.04 Rates of pay on Promotion or Reclassification

An employee, promoted or reclassified to a higher paying classification, shall receive the next higher rate of pay in the new classification. The employee shall require an additional 1820 or 2080 hours of work in order to move to the next step on the salary grid.

22.05 Pay on Temporary Transfer, Higher Rated Job

When the Employer appoints an employee to temporarily relieve in or perform the principal duties of a higher paying classification in the bargaining unit, she shall receive the next higher rate of pay of the job being performed. In order to be eligible for the increased rate of pay, the employee must work at least one (1) complete shift.

22.06 Job Classification and Reclassification

The Employer shall prepare a job description whenever a job is created relating to work which is normally performed by members of the bargaining unit, or whenever the duties of a job in the bargaining unit change meaningfully. When the duties of any job are so changed or when a new job is created and established in the bargaining unit, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 23 – VACATION

23.01 An employee who has completed her probationary period may take vacation in a vacation year prior to earning said vacation credit provided the employee repays the Employer for any vacation owing upon termination. The parties agree that the Employer may deduct any vacation pay owed to the Employer from any monies owed to the employee including salary at the time of termination. Vacation shall be accrued by pay period.

23.02 Permanent full time regular employees shall be eligible for vacation with pay on the following basis:

Start – completion of 3 years	- 20 days
After completion of 3 years up to 7 years	- 25 days
After completion of 7 years	- 30 days

23.03

(a) Prior to requesting vacation an employee must have completed her probationary period.

(b) Vacations for permanent full time regular employees shall be granted at times to be determined by mutual agreement between the Employer and the employee, which shall be consistent with the efficient operation of the Employer taking into account the needs of the Employer as well as the employee's case load, clientele, court dates, etc. In the event there are more requests for vacation in a classification than the Employer can accommodate, the supervisor will determine priority for vacation based on seniority.

(c) Vacation schedules shall be posted three (3) times each year; January 15, April 15 and October 15, and shall not be changed unless by agreement between the Employer and the affected employee. Employees shall assist with the preparation of vacation schedules by advising their supervisor of their preference for vacation by January 1, April 1 and October 1 for the corresponding periods above.

23.04 Employees are expected to take all of their vacation during the vacation year. However, with the prior approval of an employee's supervisor, an employee may carry over a maximum of ten (10) unused vacation days to the following vacation year.

23.05 Part-time and temporary employees shall receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 24 - PAID HOLIDAYS

24.01

(a) The Employer agrees to pay each eligible permanent full-time employee who has completed her probationary period one (1) day's pay, based on the employee's regularly scheduled daily hours at the employee's base rate.

(b) Permanent full-time employees shall only be eligible to receive payment for a Paid Holiday provided they meet the following conditions:

(i) The employee must work the full scheduled workday immediately preceding and the full scheduled workday immediately following said Paid Holiday unless absent with the prior permission of the Executive Director or her designate.

(ii) No employee who is off work due to a leave of absence without pay shall be entitled to pay for any Paid Holiday occurring within such period.

24.02

(a) When a holiday falls within a permanent full time employee's scheduled vacation and the employee qualifies under paragraph 26.01 for holiday pay, she shall receive an additional day off with pay at a time to be mutually agreed.

(b) In the event a Paid Holiday falls on the permanent full time employee's scheduled day off or the Employer substitutes an alternate day, provided the employee qualifies for holiday pay under paragraph 24.01, the employee shall receive an additional day off with pay at a time to be mutually agreed.

24.03 An employee required to work on a Paid Holiday shall be paid time and one-half (1-1/2) the job rate for all hours actually worked.

24.04 The following days shall be observed as Paid Holidays for permanent full time regular employees:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth & Reconciliation (September 30)
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Aboriginal Day	Christmas Day
Canada Day	December 26 th

24.05 Part time and temporary employees shall receive the paid holidays as outlined in paragraph 24.04 above. Holiday pay shall be calculated in accordance with the Employment Standards Act.

ARTICLE 25 – SICK LEAVE

25.01

- (a)** Sick Leave shall be granted to permanent full-time employees on the basis of one and one half (1-1/2) days for each completed month or major portion thereof worked.
- (b)** Unused sick leave may be accumulated to a total of two hundred (200) days.
- (c)** Sick Leave is to be used only when the employee is sick. The Employer may require the submission of a medical certificate and shall cover any medical examination or medical certificate costs which result. A medical certificate may be requested at any time and is mandatory after three (3) days or more of sick leave.
- (d)** Time off compensable under the Workplace Safety Insurance Act cannot be charged to sick leave.
- (e)** Every employee must personally advise her supervisor or covering supervisor and Human Resources of her absence by email or through MS Teams message no later than 9:00 a.m. of the scheduled workday. Failure to do so will result in loss of pay (unless the Employer agrees there are mitigating circumstances) and may result in discipline.
- (f)** In the event of a lengthy (over thirty (30) days) or recurring sick leave(s) the Employer may require additional medical certificates. The Employer shall pay any costs for additional medical examinations or medical certificates.
- (g)** All medical information on employees received by the Employer is strictly confidential and is used only for the administration of sick leave and will not be released to anyone without the employee's consent.

25.02 An employee must go on L.T.D. when eligible.

25.03 In the event an employee is confined to a hospital while on vacation, upon production of a medical certificate from the treating doctor, the period of time that the employee is confined in the hospital shall be charged to sick leave, and the employee's vacation entitlement will be credited with the corresponding amount of time.

ARTICLE 26 – WORKPLACE SAFETY AND INSURANCE ACT (WSIA)

26.01 The employer agrees to arrange for coverage of all employees under the Workplace Safety and Insurance Act (WSIA).

ARTICLE 27 - HEALTH INSURANCE

27.01 The Employer shall pay on behalf of all eligible regularly scheduled permanent full-time employees who have completed their probationary period, one hundred percent (100%) of the premium cost of insurance. The following benefits are payable by the Insurer, not the Employer, and shall be administered in accordance with the terms, conditions, rules and regulations of the Insurer's respective plans:

- (i) Life
- (ii) A. D. & D.
- (iii) Extended Health Care
- (iv) Dental

27.02 (a) The employee shall pay one hundred percent (100%) of the premium cost of L.T.D. This benefit is payable by the Insurer, not the Employer, and shall be administered in accordance with the terms, conditions, rules and regulations of the Insurer's plan.

(b) In order for an employee to maintain her LTD benefit while on a leave of absence, said employee is required to pay her LTD premium.

27.03 While on an unpaid leave of absence (other than maternity and paternity leave), Health Insurance Benefits will be suspended after the first thirty (30) calendar days of any leave of absence. If the employee wishes continuation of these benefits during such leave, the employee shall be responsible to pay the total monthly cost of the benefits, by post-dated cheques, prior to starting such leave.

27.04 In the event of a lay off all LTD and insurance benefits cease immediately.

27.05 It is understood and agreed that in assessing the expense required for the negotiated insurance outlined within this Article, the parties have taken into account any and all savings on premiums that may be realized during the period of this Agreement under the Employment Insurance Act or any other Government legislated plan, and the full employee's portion of any savings resulting from this assessment are included as part of the negotiated wage increases and benefits contained in this Collective Agreement.

27.06 CHANGE OF CARRIER

It is understood that benefits coverage shall not be reduced, without mutual agreement between the parties.

ARTICLE 28 - PENSION

28.01 All employees shall be enrolled in OMERS in accordance with the rules and regulations of the plan.

ARTICLE 29 – NORTHERN TRAVEL ALLOWANCE

29.01 All permanent full time regular employees who have at least one (1) year of service shall receive two thousand seven hundred and fifty dollars (\$2,750.00) provided:

- i) that the employee attends at work at least one hundred (100) days in the employee's service anniversary year; and
- ii) the employee is actively at work on the employee's service anniversary date.

The payment shall be credited to the pay period in which the employee's service anniversary date falls. This Article does not apply to employees based south of Moosonee.

29.02 In the event an employee works:

- i) one hundred days within the employee's service anniversary year but is absent from work on the employee's service anniversary date due to maternity or paternity leave; and
- ii) does not work 100 days in the following service anniversary year, due to maternity or paternity leave, provided the employee is at work on the employee's service anniversary date in the second year said employee shall receive one Northern Allowance payment on the employee's second service anniversary date.

ARTICLE 30 – CLOTHING ALLOWANCE – MAINTENANCE EMPLOYEES

30.01 All maintenance workers are required to wear CSA approved safety shoes, coveralls, and gloves.

Provided a full-time permanent maintenance employee attends at work at least one hundred (100) days in a calendar year, the Employer shall pay said employee two hundred dollars (\$200.00) to cover the cost of safety footwear, coveralls and glasses for that calendar year. A receipt must be provided to the employer as proof of purchase.

The Employer further agrees to provide appropriate safety equipment such as hardhat, goggles and earplugs on an as needed basis.

ARTICLE 31 – GENERAL

31.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and general information.

31.02 Copies of Agreement

The Employer shall be responsible for producing and distributing sufficient copies of the Collective Agreement. The parties shall share the cost of said production. Copies of this Agreement shall be circulated to all bargaining unit employees within sixty (60) days of signing this Agreement and to all new employees when they commence work.

ARTICLE 32 - DURATION OF AGREEMENT


32.01 This Agreement shall become effective from the date of ratification to March 31st, 2026, and shall continue in effect and shall remain in force from year to year, thereafter unless either party shall furnish the other with notice of termination or proposed revision of the agreement within ninety (90) days before the 31st day of March 2026 or in a like period in any year thereafter.

32.02 Within sixty (60) days of the receipt of notice in writing described in paragraph 32.01 by one party, the other party is required to enter into negotiations for a new agreement. At the first meeting of these negotiations, amendments to this Collective Agreement shall be exchanged.

DATED THIS 30 DAY OF January, 2024.

Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Michael Josy, Jan 30, 2024 10:42 EST


Irene Tomatuk



Jeff Mitchell


Jeff Mitchell, Jan 30, 2024 10:42 EST

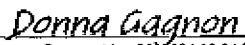
Signed on behalf of:

Canadian Union of Public Employees
LOCAL 4313


Norm Berthiaume, Jan 30, 2024 10:19 EST


Jessica Fortin


Nick Lazarus


Donna Gagnon, Jan 30, 2024 10:04 EST

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Nc/cope 491

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

RE: DUTY TO ACCOMMODATE/RETURN TO WORK

1. The parties recognize that the Ontario Human Rights Code is applicable in all matters involving disability accommodation and return to work after an absence due to a disability.
2. It is the responsibility of employees with disabilities to:
 - Inform the Employer of their needs
 - Cooperate in obtaining necessary information, including medical and other expert opinions
 - Participate in discussions about solutions
 - Work with the Employer and Union on an ongoing basis to manage the accommodation process
3. The Union must:
 - Take an active role as a partner in the accommodation process
 - Share joint responsibility with the Employer to promote accommodation
 - Support accommodation measures

4. The Employer is required to:

- Consider accommodation requests in good faith
- Request only information that is required to verify a disability and consider the appropriate means of accommodation
- Obtain expert advice or opinion where necessary
- Take an active role in ensuring that all possible solutions are examined
- Maintain reasonable confidentiality of employees with disabilities
- Deal with accommodation requests in a timely way

DATED THIS 30 DAY OF January, 2024.

Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Arana Tomatich

Arana Tomatich




Jeff Mitchell

Jeff Mitchell (Jan 30, 2024 17:42 EST)

Signed on behalf of:

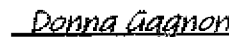
Canadian Union of Public Employees
Local 4313


Norm Berthiaume

Norm Berthiaume (Jan 30, 2024 10:19 EST)




Nick Lazarus


Donna Gagnon

Donna Gagnon (Jan 30, 2024 10:04 EST)

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

RE: WORKLOAD REVIEW COMMITTEE

The parties agree to form a committee to review workload issues. The committee shall consist of three (3) representatives from the bargaining unit and three (3) representatives from management. The committee shall prepare a report within six (6) months after the date of ratification of the Collective Agreement.

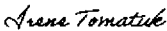
The parties will use the attached Workload Management System as a guideline in developing fair workload review process.

DATED THIS 30 DAY OF January 2024.


Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Michael Jolly (Jan 7, 2024 12:51 EST)

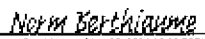




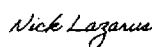

Jeff Mitchell (Jan 30, 2024 10:42 EST)

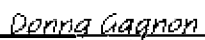
Signed on behalf of:

Canadian Union of Public Employees
Local 4313


Norm Berthiaume (Jan 30, 2024 10:19 EST)






Donna Gagnon (Jan 30, 2024 10:04 EST)

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

RE: MERGERS AND AMALGAMATIONS

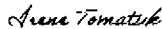
Subject to Legislation, the parties agree that in the event that a merger or an amalgamation takes place they will use reasonable efforts to protect the rights of employees under the terms of the Collective Agreement.

DATED This 30 **Day Of** January **2024.**


Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Michael Jolly (Feb 7, 2024 12:51 EST)





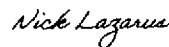

Jeff Mitchell (Jan 30, 2024 10:42 EST)


Signed on behalf of:

Canadian Union of Public Employees
LOCAL 4313


Norm Berthiaume (Jan 30, 2024 16:11 EST)






Donna Gagnon (Jan 30, 2024 10:04 EST)

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313 (THE "UNION")**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES (THE "AGENCY")

RE: Funding

During the most recent round of collective bargaining, the parties discussed the Agency's intent to apply for funding arising out of the recent Canadian Human Rights Tribunal decisions involving prevention and intervention funding for First Nations Child & Family Services Agencies (the "CHRT Decisions").

The parties agreed as follows:

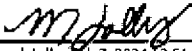
1. Should the Agency receive funding pursuant to the CHRT Decisions specifically to address wage issues, the parties shall meet to negotiate in good faith the distribution of such funding to the extent that it is to be provided to members of the bargaining unit.
2. The parties are agreed that payments to bargaining unit members arising from funding received pursuant to the CHRT Decisions would constitute a right or entitlement under the *Canadian Human Rights Act*, which is the federal equivalent of the *Ontario Human Rights Code*. The parties are therefore agreed that such funding would be a permissible increase in compensation pursuant to Section 28 of the *Ontario Protecting a Sustainable Public Sector for Future Generations Act*, (the "Act"), notwithstanding that the Agency is otherwise in the moderation period required pursuant to the Act.
3. The parties agree to this process in good faith.

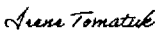
The parties agree that this Letter of Understanding shall form part of the current Collective Agreement.


DATED This 30 Day Of January, 2024.

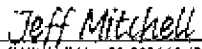
Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Michael Jolly (Feb 7, 2024 12:51 EST)






Jeff Mitchell (Jan 30, 2024 10:42 EST)

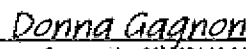
Signed on behalf of:

Canadian Union of Public Employees
LOCAL 4313


Norm Berthiaume (Jan 30, 2024 10:19 EST)






Donna Gagnon (Jan 30, 2024 10:04 EST)

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313 (THE "UNION")**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES (THE "AGENCY")

RE: Bill 124

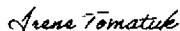
The parties acknowledge that the Collective Agreement must comply with applicable legislation. Should Bill 124 be declared valid in future litigation, the parties agree to reopen the Agreement with respect to compensation, in order to comply with Bill 124.

DATED This 30 **Day Of** January **, 2024.**


Signed on behalf of:

Payukotayno: James and
Hudson Bay Family Services


Michael Joly (Jan 30, 2024 12:51 EST)


Irene Tomateuk


Jeff Mitchell


Jeff Mitchell (Jan 30, 2024 10:42 EST)

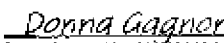
Signed on behalf of:

Canadian Union of Public Employees
LOCAL 4313


Norm Berthiaume (Jan 30, 2024 10:19 EST)


Jenna Fortin


Nick Lazarus


Donna Gagnon (Jan 30, 2024 10:04 EST)

LETTER OF UNDERSTANDING

BETWEEN:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4313 (THE "UNION")**

- AND -

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES (THE "EMPLOYER")

RE: Emergency Response Committee ("ERC")

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

The purpose of this Letter of Understanding is to provide a safe and healthy workplace during these conditions, while ensuring continuation of services. If this Letter of Understanding has come into operation, it shall immediately cease to operate when either of the above conditions are no longer satisfied.

The parties agree to:

1. Establish an Emergency Response Committee (ERC) made up of equal representation between the Employer and the Union. The total number of employees on the ERC shall be at the discretion of the Employer. The ERC shall meet within two (2) business days of this Letter of Understanding coming into operation and shall continue to meet at a minimum once per week unless the parties agree otherwise.

The Employer and the Union co-chairs of the Joint Health and Safety Committee ("JHSC") (or their designates) shall sit on the ERC.


2. All relevant information related to the designated infectious disease that pertains to the health and safety of employees in the bargaining unit shall be shared among the members of the ERC.
3. The Employer shall ensure that the JHSC is informed and actively involved during this time. Without limiting the duties under the *Occupational Health and Safety Act*, the Employer shall:
 - a) except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, provide and maintain workplaces, equipment, processes, and devices to provide protection for the health and safety of staff;
 - b) inform employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - c) provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - d) take reasonable steps to ensure that employees use safety equipment, material and devices on the job;
 - e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with the JHSC, when there are situations liable to endanger the health or safety of employees;
 - f) take all the measures reasonably necessary to prevent or correct a situation liable to endanger the health and safety of employees;
 - g) consult with the JHSC on the development and implementation of measures and procedures to be put into effect for the health and safety of the employees; and
 - h) prepare a pandemic plan in consultation with the ERC.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
5. The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
6. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the Collective Agreement.

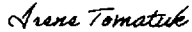
7. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

DATED This 30th Day Of January, 2024.

Signed on behalf of:

Payukotayno: James and Hudson Bay Family Services


Michael Jolly (Feb 7, 2024 12:51 EST)



Irene Tomatuk




Jeff Mitchell (Jan 30, 2024 10:42 EST)


Signed on behalf of:

Canadian Union of Public Employees LOCAL 4313


Norm Berthiaume (Jan 30, 2024 10:19 EST)




Nick Lazarus


Donna Gagnon (Jan 30, 2024 10:04 EST)

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

C.U.P.E. PAY GRID

EFFECTIVE APRIL 1, 2022, 4%

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Child Care Worker	61.462	63.343	65.020	66.797	68.580
Child Protection Worker	61.462	63.343	65.020	66.797	68.580
Finance Clerk	53.564	55.342	57.121	58.899	60.678
Computer Systems Technician	57.550	59.329	61.105	62.885	64.664
Child & Family Intervention	59.321	61.101	62.876	64.656	66.436
Foster Care/Adoption Worker	61.461	63.239	65.019	66.798	68.580
Admin Support Worker	53.564	55.342	57.121	58.899	60.678
Maintenance Worker	52.824	54.601	56.380	58.162	59.936
Youth Wellness Worker	59.321	60.101	62.876	64.656	66.436
Special Needs Counsellor	59.321	60.101	62.876	64.656	66.436
Community Support Worker	53.653	55.387	57.212	58.989	60.771
Frontline Support Worker	41.594	43.322	45.048	46.776	48.502
Attendance Centre Worker	49.815	51.520	53.269	54.996	56.725
Alternative Care Worker	61.461	63.239	65.019	66.798	68.580
Youth In Transition Worker	49.815	51.520	53.269	54.996	56.725
Education Liaison Support Worker	53.653	55.387	57.212	58.989	60.771
Jordan's Principle Worker	53.653	55.387	57.212	58.989	60.771
Parent Wellness Worker	59.321	61.101	62.876	64.656	66.436
Family Crisis Support Worker	61.462	63.343	65.020	66.797	68.580
Infant Wellness Worker	59.321	61.101	62.876	64.656	66.436
Custodian	36.247	37.357	38.346	39.394	40.446
Temporary Staff	19.27				

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

C.U.P.E. PAY GRID

EFFECTIVE APRIL 1, 2023, 3%

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Child Care Worker	63.306	65.243	66.971	68.801	70.637
Child Protection Worker	63.306	65.243	66.971	68.801	70.637
Finance Clerk	55.171	57.002	58.835	60.666	62.498
Computer Systems Technician	59.277	61.109	62.938	64.772	66.604
Child & Family Intervention	61.101	62.934	64.762	66.596	68.429
Foster Care/Adoption Worker	63.305	65.136	66.970	68.802	70.637
Admin Support Worker	55.171	57.002	58.835	60.666	62.498
Maintenance Worker	54.409	56.239	58.071	59.907	61.734
Youth Wellness Worker	61.101	62.934	64.762	66.596	68.429
Special Needs Counsellor	61.101	62.934	64.762	66.596	68.429
Community Support Worker	55.263	57.049	58.928	60.759	62.594
Frontline Support Worker	42.842	44.622	46.399	48.179	49.957
Attendance Centre Worker	51.309	53.066	54.867	56.646	58.427
Alternative Care Worker	63.305	65.136	66.970	68.802	70.637
Youth In Transition Worker	51.309	53.066	54.867	56.646	58.427
Education Liaison Support Worker	55.263	57.049	58.928	60.759	62.594
Jordan's Principle Worker	55.263	57.049	58.928	60.759	62.594
Parent Wellness Worker	61.101	62.934	64.762	66.596	68.429
Family Crisis Support Worker	63.306	65.243	66.971	68.801	70.637
Infant Wellness Worker	61.101	62.934	64.762	66.596	68.429
Custodian	27.034	38.478	39.496	40.576	41.659
Temporary Staff	19.85				

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

C.U.P.E. PAY GRID

EFFECTIVE APRIL 1, 2024, 2.75%

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Child Care Worker	65.047	67.037	68.813	70.694	72.580
Child Protection Worker	65.047	67.037	68.813	70.694	72.580
Finance Clerk	56.688	58.570	60.453	62.334	64.217
Computer Systems Technician	60.907	62.789	64.669	66.553	68.436
Child & Family Intervention	62.781	64.665	66.543	68.427	70.311
Foster Care/Adoption Worker	65.047	67.037	68.813	70.694	72.580
Admin Support Worker	56.688	58.570	60.453	62.334	64.217
Maintenance Worker	55.905	57.786	59.668	61.554	63.432
Youth Wellness Worker	62.781	64.665	66.543	68.427	70.311
Special Needs Counsellor	62.781	64.665	66.543	68.427	70.311
Community Support Worker	56.783	58.618	60.549	62.430	64.315
Frontline Support Worker	44.020	45.849	47.675	49.504	51.331
Attendance Centre Worker	52.720	54.525	56.376	58.204	60.034
Alternative Care Worker	65.047	67.037	68.813	70.694	72.580
Youth In Transition Worker	52.720	54.525	56.376	58.204	60.034
Education Liaison Support Worker	56.783	58.618	60.549	62.430	64.315
Jordan's Principle Worker	56.783	58.618	60.549	62.430	64.315
Parent Wellness Worker	62.781	64.665	66.543	68.427	70.311
Family Crisis Support Worker	65.047	67.037	68.813	70.694	72.580
Infant Wellness Worker	627.81	64.665	66.543	68.427	70.311
Custodian	27.777	39.536	40.582	41.692	42.805
Temporary Staff	20.40				

PAYUKOTAYNO: JAMES AND HUDSON BAY FAMILY SERVICES

C.U.P.E. PAY GRID

EFFECTIVE APRIL 1, 2025, 2.75%

POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Child Care Worker	66.836	68.881	70.705	72.638	74.576
Child Protection Worker	66.836	68.881	70.705	72.638	74.576
Finance Clerk	58.247	60.181	62.115	64.048	65.983
Computer Systems Technician	62.582	64.516	66.447	68.383	70.318
Child & Family Intervention	64.507	66.443	68.373	70.309	72.245
Foster Care/Adoption Worker	66.836	68.881	70.705	72.638	74.576
Admin Support Worker	58.247	60.181	62.115	64.048	65.983
Maintenance Worker	57.442	59.375	61.309	63.247	65.176
Youth Wellness Worker	64.507	66.443	68.373	70.309	72.245
Special Needs Counsellor	64.507	66.443	68.373	70.309	72.245
Community Support Worker	58.345	60,230	62.214	64.147	66.084
Frontline Support Worker	45.231	47.110	48.986	50.865	52.743
Attendance Centre Worker	54.170	56.024	57.296	59.805	61.685
Alternative Care Worker	66.836	68.881	70.705	72.638	74,576
Youth In Transition Worker	54.170	56.024	57.926	59.805	61.685
Education Liaison Support Worker	58.345	60,230	62.214	64.147	66.084
Jordan's Principle Worker	58.345	60,230	62.214	64.147	66.084
Parent Wellness Worker	64.507	66.443	68.373	70.309	72.245
Family Crisis Support Worker	66.836	68.881	70.705	72.638	74.576
Infant Wellness Worker	64.507	66.443	68.373	70.309	72.245
Custodian	28.541	40.623	41.698	42.839	43.982
Temporary Staff	20.96				

WORKLOAD MANAGEMENT SYSTEM

This System is not part of the Collective Agreement and will not be subject to a grievance.

1. PREAMBLE:

Both parties acknowledge that:

- a. The Agency has the responsibility to provide services through its employees in accordance with the Child and Family Services Act and Ministry standards and regulations.
- b. The ultimate responsibility for workload management rests with the Agency.
- c. All employees have a role to play in creating and sustaining a work environment that not only acknowledges the Agency's commitment regarding workload but also recognizes its obligations and responsibilities to provide necessary services within our community.
- d. The Management and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff. The Agency and Union further recognize that the issue of workload is an ongoing concern to all.
- e. An employee cannot refuse to accept work based on workload issues.
- f. Workload does fluctuate and should be reviewed on an ongoing basis with the goal of an equitable and reasonable distribution of workload considering all factors as identified in Section 2 – Management Responsibility.
- g. Workload cannot be based solely on numbers as other factors, identified in Section 2 – Management Responsibility, have an impact.
- h. The Ministry's and Agency's administrative and documentary requirements need to be kept current in order to meet the child protection standards and best practice expectations and to maximize the eligible funding and to meet service targets for Children's Mental Health programs.
- i. The Management and Union recognize that the provincial Child Welfare and Children's Mental Health systems are undergoing a significant change, which will have an impact on workload. Ministry amendments to existing benchmarks and new future Ministry approved benchmarks will be taken into account under this Workload Management System.
- j. The Management and the Union are committed to ongoing participation and advocacy at the provincial level addressing the key systemic issues related to workload and staff well-being.

2. **MANAGEMENT RESPONSIBILITY**

The Management will take reasonable steps to address workload issues, utilizing a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include but are not limited to the following:

- a. Assign work based on equitable distribution of workload, the needs of the Agency, the individual skill level and experience, current workload and anticipated workload fluctuations. This will involve the management's knowledge and/or the employee's regular reporting of factors such as:
 - the number of cases before the court;
 - the number of investigations on open cases;
 - number of designated high risk cases;
 - number of supervised access visits;
 - complexity of cases;
 - cultural practices;
 - amount of required driving time;
 - mentoring new staff / field instruction expectations;
 - team coverage issues beyond the norm;
 - a consideration of exceptional workload incurred through temporary coverage of another employee's work: i.e.) leaves of absence, vacation and prolonged illnesses;
 - all committee work/field instruction expectations;
 - introduction of new technology and systems;
 - employee attendance at training;
 - recording/administrative requirements;
 - needs and resources of the Agency.
- b. Ensure the availability of regular ongoing supervision and when necessary, develop a work plan to address the employee's workload pressures.
- c. Ensure file transfers/case assignments are completed in a formal manner, which promotes a clear understanding of an effective transfer date and provides pertinent case information.
- d. Afford employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work provided timely notice has been received by the manager.
- e. Fill vacancies of planned extended leaves/retirements/resignations as quickly as possible considering the needs and resources of the Agency and the timely notice for such leave. Filling vacancies will be completed consistent with the current Collective Agreement. Vacations will be approved based on providing adequate coverage for the team.

- f. Conduct Agency workload reviews minimally on a quarterly basis and more frequently as required by Agency or Ministry standards, sharing the results with all employees.
- g. Ensure employee and team workload reviews minimally once a month, analyzing the distribution of workload by volume of work and complexities as identified above within the team and make decisions about distribution of work based on this analysis.

3. **WORKLOAD MANAGEMENT REVIEW PROCESS**

A workload review can be initiated by the Agency, Management or the employee. The review is initiated to increase the likelihood that the individual employee or the team workload will not exceed the desired caseload / workload.

When an employee believes that his/her workload is unmanageable, the employee may request a workload assessment using the following process:

- a. The request for a workload assessment will be referred in writing to the employee's Manager and will be discussed at the next scheduled supervision or within two weeks of the request.
- b. Where the employee and the Manager have not been able to arrive at a satisfactory plan, involvement and assistance will be requested from the appropriate Senior Manager. The Senior Manager will meet with the Manager and employee within 7 working days of the request.
- c. The Senior Management written decision concerning the workload issues will be made within 7 working days of the meeting identified above in (b).
- d. Case assignment will continue during the review process consistent with section 1 (e).
- e. Non identifying information regarding each request for review will be reviewed at the quarterly scheduled JCC meeting.

4. **AVENUES FOR DISCUSSION**

(a) The Management and the Union agree to review workload issues using the following avenues:

- i. Union/Management Executive Meetings:

Discussions of workload issues can be addressed as required by the Union Executive or the Senior Management. As information regarding workload will be forwarded to all staff on an ongoing basis, either parties can request a meeting.

Discussions of workload issues can be addressed as required by the Union Executive or Senior Management. At the request of either the Union Executive or Senior Management a meeting will occur within five (5) working days of the request in writing, unless mutually agreed otherwise. Information will be forwarded to all staff regarding workload on an ongoing basis, as such, either party can request a meeting for general discussion or as a

problem resolution forum.

Following the meeting between the Union and Management, a response from the Management and or Union as appropriate will follow within seven (7) working days of the meeting date or sooner if possible. The responses will include specific measures to be taken both short and longer term to remedy current challenges as it relates to workload issues in the Agency.

The Union recognizes that should the remedies not be satisfactory through this process that they may choose to exercise the option of following the Agency complaints procedure beginning with a meeting with the Executive Director and where there is a general staff issue, proceeding to the Board of Directors if there is no resolution.

ii) Joint Consultation Committee

Information identified in section 2 (f) and section 3 (e) will be provided to the Joint Consultation Committee on a quarterly basis for review. Recommendations from JCC will be considered by the Senior Management.

iii) Senior Management Team

The Senior Management Team will provide a formal response regarding the recommendations from JCC within thirty (30) days. The response will include reasons for such decision and be forwarded to all staff and the Joint Consultation Committee.

5. **DESIRED CASELOAD RANGES**

a. **CHILD WELFARE**

The Agency will continue to endeavour to keep the desired caseload range per worker to manageable levels as follows:

- Intake – 12 to 15 cases;
- Family Service/Ongoing – 18 to 23 cases;
- Children in Care (Foster Care, Residential Care, Crown Wards) – 18 to 25 cases;
- Foster Care Support – 25 to 30 cases (including 8 to 10 regular home studies annually and training and recruitment activities);
- Children in Care (Adoption) – 12 to 18 cases (including training and recruitment activities and adoption home studies);
- Family Support Worker – 12 to 17 cases (includes both in home and supervised access).

A mandatory review of an employee's desired caseload will be triggered upon having responsibility for the following number of cases as identified on their caseload print out:

- Intake – 13 cases;
- Family Service/Ongoing – 20 cases;
- Children in Care (Foster Care, Residential Care, Crown Wards) – 20 cases;
- Foster Care Support – 28 cases;
- Children in Care (Adoption) – 16 cases;
- Family Support Worker – 15 cases.

NOTE: Work assignment will continue during the process consistent with section 1 (e).

b. **CHILDREN'S MENTAL HEALTH**

The Agency will continue to endeavour to keep the desired caseload range per worker to manageable levels as follows:

- Child and Family Therapist – 28 to 25 cases
- Intensive Services Worker (including 0 to 6) – 5 to 10

A mandatory review of an employee's caseload will be triggered upon providing the following number of cases:

- Child and Family Therapist – 30 cases
- Intensive Services Worker (including 0 to 6) – 8 cases

NOTE: Work assignment will continue during the process consistent with section 1 (e).

c. **ADMINISTRATIVE ASSISTANTS, ACCOUNTANT & STATISTICIAN**

It is difficult to determine quantify the work of Administrative Assistances due to the nature of their work. However, in addition to those factors identified in section 2 (a), workload review discussions will also consider the following:

- i. training new employees on Agency systems
- ii. employees transferring or leaving the Agency (increase in paperwork)
- iii. month end requirements
- iv. number of staff and programs supporting and the resulting demands
- v. number of tasks critical to Agency functioning (i.e. funding)

NOTE: Work assignment will continue during the process consistent with section 1 (e).

6. **REVIEW**

Review to occur minimally on a quarterly basis from implementation at JCC as a standing item.