

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

AND

HIGHLAND SHORES CHILDREN'S AID SOCIETY

April 1, 2023 to March 31, 2027

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve harmonious relations and to settle conditions of employment between the Employer and Union;
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, as covered by this Agreement;
 - (c) To encourage efficiency in operations;
 - (d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union, bearing in mind the needs of the Employer in general at all times.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2197 as the sole and exclusive bargaining agent for all Employees of Highland Shores Children's Aid save and except Supervisors and persons above the rank of Supervisor, Communications Coordinator, Lawyer, Office Manager, Assistant to the Executive Director or Designate, Assistants to the Divisional Leadership Teams, Human Resources Assistant, Employee Services Coordinator/HR Advisor, Assistant to the Manager of Finance/Director of Services, Finance Analyst, and students employed during the school vacation period. Temporary office help may be secured for short periods of time not to exceed a sixty (60) working day period.

Persons who are employed for a pilot project or an experimental program shall become members of the bargaining unit at such time as the newly created position becomes regular and/or permanent, whichever comes first, and provided that the employment of that person is to a position not covered by an existing job description or elsewhere in this Collective Agreement.

For purposes of interpretation, persons employed through contract in programs, existing as of September 27, 2012, such as School Group Counselor, or those employed for a specific task, and additional to the regular core program are not considered to be Employees as governed by the Collective Agreement.

Clarity Note: For purposes of clarity, the Office Manager refers to one position in Picton.

- 2.02 Wherever the feminine pronoun is used in this Agreement, it shall mean to include the masculine pronoun or vice versa and wherever the singular tense is used, it shall include the plural tense and vice versa.

- 2.03 No Employee shall make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.
- 2.04 The Employer recognizes that, in the performance of an Employee's duties there may be ethically sensitive issues which arise. In those circumstances, the Employee may bring those concerns to their Supervisor for discussion and may have Union representation present if they so desire.
- 2.05 Temporary Employees are those Employees who are hired for a specified period of time. Temporary Employees may be hired to replace regular Employees who are absent from their position due to a leave of absence, illness or disability. Temporary Employees may also be hired to perform temporary projects or assignments not to exceed twelve (12) months in length unless mutually agreed to an extension in writing by the Union and the Employer.

Temporary Employees shall be entitled to the following:

- (a) Health Care Spending Account - Temporary Employees shall receive such amounts in accordance with Article 22.04, on a prorated basis;
 - (b) paid vacation credits at the rate of 1.25 days per month of active service. Such vacation time shall be scheduled at mutually convenient times with their Supervisor,
 - (c) enrolment in OMERS in accordance with the terms of the OMERS plan,
 - (d) enrolment in the health, dental, and vision plans in Article 22, in the first month following twenty-four (24) consecutive months of active service,
 - (e) Articles 20.01 (sick leave days), 20.02 (non-accumulation), 20.03 (medical notes).
- 2.06 Casual Employees are those Employees who work on an as needed basis and may occasionally be pre-scheduled to work.

2.07 (a) Casual Employees shall be covered by all articles of this Collective Agreement, save and except:

Lay-Offs and Recall
Hours of Work
Leaves of Absence
Paid Holidays
Vacation
Sick Leave
Benefit Plans

(b) Notwithstanding Article 2.05, temporary Employees shall be covered by all articles of this Collective Agreement, save and except:

Lay-Offs and Recall
Leaves of Absence (except article 14.02)
Vacation
Annual Float Days
Sick Leave – (except as modified by Article 2.05)
Benefit Plans

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Employer has the exclusive right to manage its offices and services and direct its affairs and working forces except as limited by the expressed terms of this Agreement.

3.02 The Employer shall provide channels and opportunities for participation of the staff in developing the Employer's social programs and discussion of human resources policies.

ARTICLE 4 - JOB SECURITY

4.01 Non-bargaining unit Employees shall not perform duties normally assigned to members of the bargaining unit except for the purposes of instruction, experimentation, emergency, or where a regular Employee is not immediately available to perform the work.

It is agreed that volunteers, students, or co-op students, shall not be utilized by the Employer in a manner that would result in the layoff of a bargaining unit Employee.

- 4.02 The Employer will not contract out any work that would result in a layoff or reduce the regular rate of pay of any Employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise agreed as to the Employer's requirements for contracting out of service.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

- 5.01 The Employer, Employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code*, as amended from time to time.

The Union and the Employer agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either party or their representatives because of an Employee's place of residence, membership in the Union or because of their activity or lack of activity in the Union.

- 5.02 The terms and conditions of employment for all Employees and the terms of this Agreement shall not conflict with applicable provincial legislation. Any conflict between the provisions of the Agreement shall not affect the remaining terms of this Agreement.
- 5.03 The parties are committed to creating and maintaining a working environment that does not condone behaviour that is contrary to the *Human Rights Code*, the *Occupational Health and Safety Act*, and any applicable policies and procedures.
- 5.04 The Employer will provide information and training to Employees with respect to discrimination and harassment policies and legislation.
- 5.05 The parties agree that allegations of harassment and discrimination ought to be addressed in a timely fashion.
- 5.06 If a complaint is made under the appropriate harassment and discrimination policy alleging that an Employee's Supervisor breached such policy then the complaint shall be made directly to Human Resources and any grievance filed as a result, shall be processed beginning at Article 8.03, Step 2.
- 5.07 In addition to the above, the parties are committed to the principles of equity, inclusivity, and diversity in the workplace.

ARTICLE 6 - UNION DUES AND MEMBERSHIP

- 6.01 The parties hereto mutually agree that the payment of Union dues shall be a condition of employment for all Employees covered by this Agreement.
- 6.02 The Employer agrees to deduct from each payroll, from all Employees in the bargaining unit, the Union dues as prescribed by the Union to the Employer, and to remit the dues together with a record of those Employees from whom pay deductions have been made, to the Secretary-Treasurer of the Union on or before the twentieth (20) day of the following month.
- 6.03 When T-4 slips are issued each year, the total of Union dues paid annually will be indicated.
- 6.04 A representative of the Union will have an opportunity to meet with each new Employee within regular working hours during their orientation for a maximum of thirty (30) minutes during the first month of employment of the new Employee.
- 6.05 In consideration of the deducting and forwarding of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising out of or resulting from the operation of this Article.
- 6.06 Upon request from the Union, no more than once per calendar year, the Employer will provide names of bargaining unit employees and their home address. In addition, the Employer may disclose to the Union a bargaining unit employee's personal mobile phone number and personal e-mail if available and if the employee consents to such disclosure.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 Representation and Notification
- (a) No Employee or group of Employees shall undertake to represent the Union at meetings relating to the Agreement without the proper authorization of the Union. The Union will supply the Employer with names of its officers. The Employer shall supply the Union with a list of its supervisory personnel. Any changes to this list will be communicated to the other party forthwith.
- (b) The Union shall notify the Employer of the names of members appointed or elected to committees and the Employer shall not be required to recognize any committee members until notified.

7.01 (c) The Employer shall notify the Union when:

- (i) an Employee has applied for or is approved for STD or LTD;
- (ii) a Form 7 is completed by the Employer; or
- (iii) an Employee is returning to work after an absence who requires a modification to their work or hours of work as a result of their absence. A Union Steward may participate in the return to work meeting provided the Employee wishes them to attend.

(d) The Union shall have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when involved in matters arising from this Agreement. Such Representative shall have access to the Employer's premises in order to assist the local Union Representatives with any matter arising out of the Collective Agreement provided they have first obtained the permission of the Executive Director or Designate or their designate. Such permission will not be unreasonably withheld.

7.02 Negotiating Committee

The Employer recognizes a Union Negotiating Committee elected or appointed consisting of not more than five (5) members of the Union plus the President or their designate. Each member of this committee will be allowed two (2) days to prepare for bargaining with the Employer, without loss of pay, and the Union shall reimburse the Employer for the full cost of continued payroll and benefits within thirty (30) days of being invoiced. The Union will endeavour to ensure that the representation on the committee is as broad as possible across the bargaining unit.

7.03 Grievance Committee

The Employer recognizes a Union Grievance Committee elected or appointed consisting of two (2) members of the Union at Article 8.03, Step 2 meetings and three (3) members of the Union at Article 8.04, Step 3 meetings, unless mutually agreed to otherwise. Notwithstanding Article 7.01 (d), at Step 3 of the Grievance Procedure one of these three may, at the Union's discretion, be a National Representative of C.U.P.E.

The Employer recognizes that the Union will elect or appoint up to twelve (12) Stewards in addition to the Union Executive Board throughout the Agency. The Union will endeavour to have at least one (1) Steward elected or appointed at each work site.

7.04 Union-Management Committee:

A Union/Management Committee shall consist of an equal number of representatives from the Union and the Employer. The Committee shall meet every month or as otherwise agreed. The purpose of the Committee shall be to discuss and resolve any and all issues in regard to labour relations matters. It is understood that issues that are in the grievance process will not be a subject of this committee.

7.05 Joint Job Evaluation Committee

The Parties agree to maintain a single job evaluation plan pursuant to the Terms of Reference signed by the parties 1st December 2016. The Joint Job Evaluation Committee will consist of three (3) representatives from the Employer and three (3) representatives from the Union. The parties will endeavour to ensure there is representation from various job classifications and may appoint alternate representatives to serve as replacements for absent members.

The parties agree to review new or changed jobs upon request and to conduct a comprehensive review of each job at least every 4-5 years from the most recent rating. The committee shall mutually agree on the rotation of positions to be reviewed annually.

7.06 It is understood that elected Union Representatives are Employees of the Agency and have work duties and responsibilities. Elected Union Representatives shall be permitted reasonable time during working hours to investigate or process grievances provided prior consent is obtained from their Supervisor. The parties recognize the Employer's right to limit or decline such permission where work routines or requirements would be unduly interfered with. The Employer agrees that an Elected Union Representative acting in respect to this Article shall suffer no loss of basic pay when permission is granted. Such time shall be recorded on the prescribed timesheets/time recording system.

7.07 Union Meetings on Premises

Neither the Union nor Employees of the Employer will engage in Union activities during working hours. The Employees will be allowed to hold meetings on the Employer's premises provided such meetings are outside working hours and permission has been granted by the HR Manager for the use of said premises in advance. The foregoing shall not apply to activities of the Grievance Committee, Negotiating Committee, Union/Management Committee or any other committee as agreed upon by Union/Management as defined in this Agreement.

7.08 All committee members shall have completed their probationary period.

- 7.09 Any time spent on Union business as provided for in this Agreement, and which is conducted within regular working hours as permitted by the Collective Agreement shall be so indicated on the Employer's prescribed timesheets/time recording system.
- 7.10 The Employees on the Union-Management, the Negotiating Committee, and any other committee as agreed upon by Union/Management, shall suffer no loss of wages or benefits when meeting with the Employer during their regular working hours. Such time shall be recorded on the prescribed timesheets/time recording system.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance is a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.

At any step in the grievance procedure, the Employee may have a Union Representative present.

8.02 Step 1 – Complaint

It is the mutual desire of the parties that complaints of Employees be addressed as quickly as possible and it is understood that any Employee may present an oral complaint at any time to their immediate Supervisor without resorting to the Grievance Procedure. However, it is understood that an Employee shall have no grievance unless and until the matter has first been discussed with the immediate Supervisor.

If the Employee has a grievance as defined in Article 8.01, it may be grieved within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the time the Employee should reasonably have been aware of the occurrence giving rise to the grievance and disposed of in the following manner.

The Supervisor shall provide a response to the complaint within three (3) working days of the submission of the complaint.

8.03 Step 2

If satisfactory adjustment is not obtained in Step 1, then within five (5) working days of the decision obtained in Step 1, the Union may submit the grievance in writing to the Manager/Director to whom the grievor's Supervisor reports. In order to resolve the dispute, within twelve (12) working days of the filing of the grievance, a meeting shall be held with the Manager/Director, the grievor, and the Union's Grievance Committee and may also include the Employee's immediate Supervisor. The Manager/Director shall render the decision in writing within five (5) working days of the meeting.

8.04 Step 3

If satisfactory settlement of a grievance is not reached at Step 2, then within five (5) working days of receipt of the Manager/Director's decision, the Union shall submit the grievance in writing to the Executive Director or Designate. The Executive Director or Designate shall hold a meeting with the Union Grievance Committee, within twelve (12) working days of receipt of the grievance in an attempt to resolve the dispute. The Executive Director or Designate shall render **their** decision in writing within five (5) working days of the Step 3 meeting. The Employer may include such Non-Union Representatives as it deems appropriate, at each stage.

8.05 Policy Grievance

The Union shall have the right to process policy grievances. Therefore, where a dispute involving a question of general application interpretation of this Agreement including any questions as to whether a matter is arbitrable occurs, Step 1 of this Article may be bypassed. The Union agrees that such a policy grievance shall not be submitted to circumvent the normal Grievance Procedure provided for in Article 8.02 of this Agreement. This policy grievance must be filed within ten (10) working days of the Union becoming aware of the occurrence giving rise to the grievance.

8.06 Group Grievance

Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving and such written grievance shall be originated under Step 2. The group grievance must be filed within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the time the Employees should reasonably have been aware of the occurrence giving rise to the grievance and disposed of in the following manner.

- 8.07 Should any Employee's grievance not be submitted within the time limits specified, it shall be deemed to have been settled and/or withdrawn. If no written decision has been given to the Employee within the time limits specified, the Union shall be entitled to submit the grievance to the next step up to and including arbitration.
- 8.08 For the purpose of Grievance and Arbitration Articles of the Agreement, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays, and Paid Holidays.
- 8.09 Any step of the grievance procedure may be waived by mutual agreement, in writing, between the Employer and the Union.
- 8.10 Correspondence to the Union regarding grievances shall be forwarded to the Chief Steward(s) and the Union's Recording Secretary.
- 8.11 The time limits specified herein are strictly mandatory, but may be extended by mutual agreement of the parties in writing.
- 8.12 Employees shall suffer no loss of regular pay as a result of time spent in grievance meetings with the Employer.

ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or an allegation is made that this Agreement has been violated, either of the parties, after exhausting the Grievance Procedure as outlined in Article 8, shall notify the other party in writing of its desire to submit the difference or allegation to arbitration within twenty (20) working days of receipt of the decision in Step 3 of the grievance procedure.

The notice shall contain the name of the first party's appointee to the Arbitration Board.

- 9.02 The recipient of the notice shall, within five (5) working days of the receipt of the notice, inform the other party of the name of its appointee to the Arbitration Board. If the recipient of the notice fails to name an appointee within the time limits specified, either party may request that the Minister of Labour of Ontario make the appointment to the Board.

9.03 The two preceding appointees to the Board shall appoint a third person who shall be Chairperson. If the two (2) appointees fail to agree upon a Chairperson within a reasonable period of time, either Party may request that the Minister of Labour of Ontario make the appointment of the Chairperson.

9.04 Single Arbitrator

Following receipt of the notice the Parties may agree to proceed to arbitration before a sole arbitrator. If the parties are unable to agree on a single arbitrator either Party may request the Minister of Labour to appoint a single arbitrator to the dispute. The notice shall contain three proposed single arbitrators for the other party's consideration.

9.05 The Arbitrator/Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

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

9.07 The Arbitrator/Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the express intent of this Agreement.

9.08 Each of the parties to this Agreement shall pay the fees and disbursements of its appointee to the Arbitration Board and shall share equally the fees and disbursements of the Chairperson/Arbitrator.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 A bargaining unit Employee will be advised that they may have a Union Representative at:

- (a) An investigatory meeting with the Employer where discipline is being contemplated by the Employer; or
- (b) Whenever discipline is imposed on the Employee by the Employer.

- 10.02 A copy of any disciplinary notice will be promptly given to the Employee and the Union Representative and shall state the reasons for the discipline imposed. In the event the Employee has declined Union representation, the Union's copy of the letter shall indicate that they have declined the representation at the meeting.
- 10.03 The Employer will endeavour to complete any investigation, that may lead to the discipline or discharge of an Employee, within thirty (30) days of the Employer becoming aware of the circumstances giving rise to the investigation. Where the investigation may exceed thirty (30) days, the Employer will advise the Union and provide them with reasons and an estimated date for conclusion. The Employer agrees that discipline or discharge should be implemented in a timely manner.
- 10.04 The record of any Employee shall not be used against them at any time after eighteen (18) months of active service following a suspension or disciplinary action, including letters of reprimand.
- 10.05 In the event that an Employee who has completed their probationary period believes that they have been discharged or suspended without just cause, such discharge or suspension shall constitute a matter to be dealt with under the terms and conditions of the Grievance Procedure and outlined in Article 8.03, Step 2 of *this Agreement*. Such grievances may be instituted at Article 8.04, Step 3 of the Grievance Procedure.
- 10.06 An Employee shall have the right to have access to review their personnel file under the supervision of management provided that such Employee has given no less than three (3) working days' notice to the HR Manager or their designate to review such file.

An Employee may submit additional or new information in writing concerning courses taken, workshops attended, voluntary activities or work experiences that will enhance their professional development and this information shall be included in the Employee's personnel file.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall mean the length of continuous service of the Employee in the bargaining unit from most recent date of hire and as adjusted for absences during which seniority does not accumulate, and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, recalls, vacations, paid holidays, and work sharing in the manner set out below in this Article. Seniority will operate on a bargaining unit wide basis in accordance with the applicable seniority list.

- 11.02 (a) Seniority is maintained but shall not be accumulated during an unpaid absence from work except in the following circumstances:
- (i) The first six (6) months of any unpaid leave of absence
 - (ii) A leave of absence pursuant to the *Employment Standards Act*
 - (iii) Union Leave (Article 14.03)
 - (iv) Absence due to illness or injury
- (b) Service is maintained but shall not be accumulated during an unpaid absence from work except in the following circumstances:
- (i) The first six (6) months of any unpaid leave of absence
 - (ii) A leave of absence pursuant to the *Employment Standards Act*
 - (iii) Union Leave (Article 14.03).
- 11.03 Seniority shall terminate and an Employee shall cease to be employed when the Employee:
- (a) voluntarily quits employment with the Employer.
 - (b) is discharged and is not reinstated.
 - (c) fails to return to work upon the termination of an authorized leave of absence, or upon any extension granted in writing.
 - (d) accepts other gainful employment while on a leave without first obtaining the consent of the Employer in writing. In the event the employee was unilaterally placed on a leave of absence, such Employer consent will not be unreasonably withheld.
 - (e) is absent from work for three (3) consecutive working days or more without proper authorization or without notifying their Supervisor or their designate.
 - (f) fails to report for work within ten (10) working days from the date of delivery of notice by registered mail or notice by telephone of a recall from layoff. It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number.
 - (g) is laid off for a period in excess of two (2) years.
 - (h) inability to return to work within two (2) years after sick benefits (if any) have expired, except where an Employee is eligible for pension under the current pension plans.

- 11.04 (a) An Employee who accepts a non-bargaining unit temporary position with the Employer shall maintain (not accrue) their seniority for no more than eighteen (18) months outside the bargaining unit.
- (b) An Employee who accepts a permanent non-bargaining unit position with the Employer shall maintain (not accrue) their seniority for no more than twelve (12) months.
- (c) The time limits above for maintaining seniority will not be extended unless mutually agreed between the Union and the Employer in writing. Further, for the purposes of paragraph (a), the Employee will be considered as returned to the bargaining unit when their temporary non-bargaining unit assignment has ended.

11.05 There shall be one seniority list of all bargaining unit Employees who are credited with seniority. Employees shall be ordered in accordance with their seniority date.

- (a) Full time Employees shall have their hire date and seniority date listed. Their seniority date shall be date of hire, adjusted for any non-accruals of seniority.
- (b) Casual and part time Employees shall accrue seniority based on hours worked. The seniority list shall have their hire date, seniority date and hours worked listed. They will be ordered in accordance with their seniority date which is determined based on the formula of one year equals 1820 hours worked. No Employee may earn more than one year's seniority in a twelve month period
- (c) Any full time Employee who transfers to casual or part time status shall be credited for hours worked based on the above noted formula.

11.06 All new full time Employees (except temporary Employees) shall be considered on probation for a period six (6) months. There may be an extension of an additional three (3) months' probation with reasons being given to the probationary Employee, if in the opinion of the probationary Employee's Supervisor, the said Employee has not demonstrated a level of competence in the performance of their duties as defined by the individual's job description and the meeting of their responsibilities satisfactory to their Supervisor.

Non full time Employees (except temporary Employees) shall be considered on probation for a period of 1040 hours work. There may be an extension of an additional 520 hours probation with reasons being given to the probationary Employee, if in the opinion of the probationary Employee's Supervisor, the said Employee has not demonstrated a level of competence in the performance of their duties as defined by the individual's job description and the meeting of their responsibilities satisfactory to their Supervisor.

The Union will be informed of any probationary period extensions prior to the Supervisor communicating to the Employee.

11.07 During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure unless the Union claims discrimination as defined in Article 5. After completion of the probationary period, seniority shall be effective from the original date of employment.

Where the probationary Employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) weeks' notice or pay in lieu.

11.08 (a) It is understood that a temporary worker who moves into a complement position in a different job will be required to serve a probationary period in the complement position.

(b) It is understood that when a temporary worker moves into a complement position in the same job for they will be credited with their time as a temporary worker for the purposes of the probationary period, but shall serve no less than a three (3) month probationary period in the complement position.

(c) Upon the successful completion of the probationary period, seniority will be backdated to the last date of hire provided there is no break in service.

11.09 For the purpose of the Collective Agreement, continuous service will be broken when the Employee is no longer employed for a period of more than thirty (30) calendar days.

11.10 The Employer shall maintain seniority lists showing the date upon which each Employee's service commenced. Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of receipt of the application for employment. Up-to-date seniority lists that include the bargaining unit member's name, classification, date of hire, and seniority date and shall be sent to the Union and posted on an electronic bulletin board as a "Read Only" document by September 1 of each year, showing seniority as at thirty (30) days previous to the date of posting.

ARTICLE 12 - JOB POSTING

12.01 When a new position is created, or when a vacancy occurs, the Employer shall post a notice of the position electronically and send notification to employees of the posting, for a minimum of five (5) working days so that all members will know about the vacancy or new position and be able to make written application. Upon mutual agreement between the Union and the Employer, the five (5) day posting period may be amended.

12.01 Continued

Temporary vacancies are defined as:

- (a) a position that has been vacated by a complement worker due to an authorized leave such as pregnancy/parental leave, sick leave, etc.; or
- (b) when a position is required in addition to complement for a period of not more than twelve (12) months, unless mutually agreed to an extension, in writing, by the Union and the Employer.

Employees on layoff shall not be recalled until current Employees have been considered for new positions or vacancies.

12.02 Such notice shall contain the following information:

Title and summary description of position, required qualifications, knowledge and education, skills, location, and salary range.

12.03 In the event that a temporary vacancy as defined above is created, the initial and one subsequent vacancy will be posted internally. All further postings will be external to the posting process herein.

12.04 Complement Employees will not be able to bid on a posted position unless the Employee has successfully completed their probationary period. Temporary workers will be able to bid on posted positions where the start date or the posting occurs within the last two (2) months of the duration of the assignment. Temporary Employees may apply for any posted complement position after completing twelve (12) months of continuous employment.

Subject to the above noted paragraph, an Employee who obtains a complement position must remain in the new complement position for a minimum of twelve (12) months prior to being permitted to bid on subsequent complement positions, unless the Employer and Employee agree otherwise.

It is further agreed that Article 12.04 is not intended to require a complement worker who has completed a temporary assignment to remain in their original complement position for an additional twelve (12) months. For all posted positions the following order of consideration will apply:

- (a) Complement Employees
- (b) Temporary & Casual Employees
- (c) External applicants

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

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

12.06 Both parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service.

12.07 In selecting a candidate to fill a permanent position which the Employer wishes to fill in the bargaining unit, the Employer shall consider:

- (a) skill, ability, qualifications, education, efficiency and experience.
- (b) seniority.

Where in the judgment of the Employer, the factors in (a) are relatively equal then factor (b) shall govern. Such judgment is to be made in a fair, reasonable, impartial, and consistent manner.

The Employer shall advise the bargaining unit member of their successful application to the position within four (4) weeks of the posting closing date. Said member will begin their new position not later than eight (8) weeks following notification of the successful application.

12.08 The Employee may, within ten (10) working days of a job posting decision, request a meeting with the HR Representative and/or hiring Supervisor to discuss their performance in the hiring process. The meeting must be held within fifteen (15) working days of the request.

12.09 The successful applicant to a job posting shall be placed on a trial period of one (1) month from the date the Employee started the new job. This trial period may be extended for one (1) month. Conditional upon satisfactory service, such trial promotion shall become permanent after the required trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds them unable to perform the duties of the new job, they shall be returned to their former position without loss of seniority and wage or salary of such former position.

Any Employee reverted to their former position by the Employer or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary of such former position.

It is understood that Employees who revert to their former position under this clause shall not be able to apply for posted positions for a period of six (6) months.

12.10 The Employer shall notify the Union in writing of promotions, demotions, hiring, transfers, layoff and recall, resignations, retirements, deaths, completion or extension of probationary period or other terminations of employment.

12.11 The Employer will discuss with the Union, at Union/Management meetings, any vacancies which the Employer does not wish to fill. If the Employer wishes to fill the vacancy, the vacancy will be posted in accordance with the Collective Agreement.

12.12 Duty To Accommodate

When the Employer, Employee and the Union agree to an accommodation of the Employee and where the accommodation includes the assignment of the Employee to a position or vacancy then such assignment shall not be a violation of any of the provisions of the Collective Agreement.

12.13 Reassignment

Permanent reassignments are considered movement by the Employer of an Employee within their job, to another work location. When the Employer is considering a reassignment, they shall seek out volunteers to be reassigned from Employees in the job at the work location identified. Where there are multiple volunteers, the Employer shall select the most senior volunteer. Where there are no volunteers, then the least senior employee in the identified work location and job, shall be reassigned.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Notwithstanding Article 4.02, should the parties need to agree that a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement is required, the following process will be followed.

13.02 Notice and Disclosure

The Employer shall give the Union no less than two (2) months' notice in writing, prior to any proposed date of layoff for an employee who will be or has been issued with notice of layoff.

13.03 Prior to the initiation of a permanent layoff, temporary layoffs or a work sharing program may be considered by the Employer. In those circumstances, the Employer shall inquire of Employees, in order of seniority, whether they would wish to exercise preference in receiving the temporary layoff or participate in a work sharing program. Where an Employee wishes to voluntarily accept a temporary layoff or work sharing program, such action shall be for a definite maximum term following which the Employee will automatically be reinstated to their former position with seniority deemed to be continuous from their original date of hiring. The Employer will, in its discretion, determine whether any applicants will be accepted or who, from the applicants, will be selected to receive a temporary layoff or work sharing program.

13.04 In the event that the Employer and Union determines a permanent layoff is still required, it may inquire of Employees, in order of seniority, whether they would wish to accept a permanent layoff. The Employer will, in its discretion, determine whether any applicants will be accepted or who, from the applicants, will be selected for a permanent layoff.

13.05 In the event of a layoff, other than in 13.03 or 13.04, the following shall apply:

- (a) In the event of a layoff within a job, temporary worker within the job shall be laid off before any complement Employees are laid off.
- (b) In the event of a layoff within a classification, the Employee having received the layoff notice, shall be entitled to bump the least senior Employee occupying their job, in their classification, in the same office location.
- (c) Where there is no ability to bump in paragraph (b) then the Employee shall be entitled to bump the least senior Employee occupying a job within the classification, in the same location, provided they have the required skill, ability and qualifications.

- 13.05 (d) Where there is no ability to bump in paragraph (b) or (c) then the Employee shall be entitled to bump a less senior Employee within that classification, in another office location, provided they have the required skill, ability and qualifications.
- (e) In all circumstances, the Employee must have more seniority than the Employee being bumped and there shall be no bumping up.
- (f) For the purposes of this Article, there shall be only three (3) office locations, that being North Hastings, South Hastings (including Prince Edward County) and Cobourg.
- (g) For the purposes of paragraphs (b), (c) and (d) above, the principle of full time Employees bumping full time Employees, part time Employees bumping part time Employees, and full time Employees bumping part time Employees where there is no eligible full time Employee to bump, shall be followed.

Should there be no available choice of bump within this structure, both full time and part time Employees would have the ability to seek placement, based on the skill, ability and qualifications, in a casual pool of Employees, while on the recall list.

- 13.06 If the Employee whose position is declared redundant is not qualified or does not have the necessary skills and ability to perform the work of the most junior Employee, the Employer may for the purpose of complying with this Article, transfer or reassign (but not demote) within the same classification Employees who remain on the job after a layoff. The Employer will not consider Authorization prior to redeployment of Classification A Employees, and may consider the possibility of redeployment to a higher paying band for Employees in that classification if it's required for an Employee to maintain employment.

The Employer agrees that contracts for temporary employees hired in addition to complement will be ended prior to layoffs for complement employees where redeployment or reassignment of those potentially laid off staff is possible. Complement employees must possess the skills, abilities and qualifications necessary to assume the position of the temporary employee.

- 13.07 No new Employees who are covered by this Agreement shall be hired in a classification until those Employees who are laid off from such classification have been given an opportunity of recall. An Employee with layoff status shall be notified by the Employer by telephone call or courier service to the last address or telephone number filed with the Employer of every available position to which their seniority entitles them to. Such notice(s) shall be copied to the Union. It is the Employee's sole responsibility to advise the Employer of current address changes.

13.07 Continued

Laid off Employees shall be recalled in order of seniority to the first available new position or vacancy, in their classification if they are qualified and has the necessary skill and ability to perform the available work, with the benefit of a thirty (30) day familiarization period. Upon recall an Employee shall be placed at the same salary step on the grid to which they are recalled.

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

- (a) be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks' salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the *Employment Standards Act, 2000*.

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

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off thirty (30) days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days provided for in this Article, they shall be paid for the days for which work was not made available.

13.09 Grievances concerning layoffs and recalls shall be initiated at Article 8.04, Step 3 of the Grievance Procedure.

13.10 The Employer agrees to pay the full cost of all benefits except for short-term disability and long-term disability for a period of three (3) months following a layoff or work sharing program. In the event of a longer layoff or work sharing program, Employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

13.11 For the purposes of this article, the Employer and the Union agree that there shall be three (3) classifications as follows:

- (a) Family Services, Children Services, Kinship, Resource, Adoption, Child Protection Worker-Centralized Intake, After Hours Workers, Disclosure Analyst, Quality and CPIN Sustainment Support, Data Analyst, and Wendy's Wonderful Kids Recruiter.

- 13.11 (b) Child and Youth Worker, Family Support Worker, Child Protection Worker Assistant, Managed Access Workers, Parent Enrichment Facilitator, and Data Clerk.
- (c) Administrative Assistants, Receptionist, Finance Services Assistant, Intake Phones Clerk*, Financial Data Coordinator, Data Quality Assistant, Legal Assistant, Property Coordinator, Payroll & Benefits Coordinator, Kin Researcher, Network and System Administrator, Computer Programmer/ Operator, Statistical and Quality Analyst, Information Support Technician, and Disclosure Clerk.

**(LOU-Re: Transitioning Intake Phone Clerks)*

- 13.12 The Employer recognizes that there are multiple work locations and therefore if a layoff occurs in one location that affects an Employee in the other location, the Employer will meet with the Union and endeavour to work out the necessary arrangements to avoid a senior Employee having to move to the other location.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Any leave of absence with or without pay shall be at the sole discretion of the Employer unless otherwise specifically stipulated in this Agreement. If not stated specifically elsewhere in this Agreement, an Employee on such unpaid leave of absence will be permitted to continue all Employee group insurance benefits during the leave at their own expense, subject to the approval of the insurance carrier, providing arrangements are made with the Employer prior to the commencement of their leave.

14.02 Bereavement Leave

When a death occurs in the immediate family of a part-time, temporary full-time or full-time Employee, they shall be granted bereavement leave without loss of pay as follows:

- (a) For the death of the Employee's mother, father, guardian, mother-in-law, father-in-law, brother, sister, spouse/common-law partner, son, daughter, step-child and grandchildren, up to five (5) consecutive working days, including the day of the funeral or memorial service, unless circumstances are of a nature that this cannot be arranged and the Employee and Supervisor will agree on different days.
- (b) For the death of the Employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandparents of spouse up to three (3) consecutive working days including the day of the funeral or memorial service, unless circumstances are of a nature that this cannot be arranged, and the Employee and Supervisor will agree on different days.

14.02 Continued

The Employee shall notify the Supervisor immediately after becoming aware of the necessity of such leave.

Any bereavement leave requiring more than the allowed days above may be extended, subject to the Employer's approval, as a leave of absence without pay for a specified period.

14.03 Union Leave

Upon two (2) weeks' notice to the Employer, leave of absence without pay and without loss of seniority shall be granted to Employees elected or appointed to represent the Union at conventions, conferences, educational events, seminars, or other meetings where their presence may be required. Not more than four (4) Employees from the same department will be granted leave at any one time. The total number of days absent under this provision is limited to 30 (thirty) total days per calendar year. The Union may request additional leave of absence without pay and without loss of seniority to be granted at the discretion of the Executive Director or Designate.

The Employer will maintain its discretion whether to grant such requests with less than two (2) weeks' notice.

Upon four (4) weeks' written notice to the Employer, a leave of absence without pay and without loss of seniority, shall be granted to Employees elected or appointed to a position with CUPE. Such leave shall be for no less than three (3) months at a time and no more than twenty-four (24) months in duration. Consideration may be given to requests with less than four (4) weeks' notice.

Upon four (4) weeks written notice to the Employer, a leave of absence without pay and without loss of seniority, may be granted to Employees elected or appointed to executive positions with the Local for purposes of conducting local union business, subject to the limitations herein. The Employer shall respond to the request within two (2) weeks of receiving the request. The Employer shall exercise good faith in considering the request and the request shall not be unreasonably denied. This leave shall be for no less than 3 months at a time for full time leaves of absence, and less than full time leaves shall be for no more than fifty-two (52) days per calendar year.

During these leaves, the Employer agrees to continue the Employee on the payroll and benefits, including service accumulation and vacation credits, and CUPE shall reimburse the Employer for the full cost of continued payroll and benefits within thirty (30) days of being invoiced.

14.04 The Employer agrees to abide by the terms and conditions of the Employment Standards Act, as amended with respect to pregnancy, parental and adoption leave.

14.05 Paternity Leave

Leave of absence with full pay and benefits shall be granted for paternity leave for a period not to exceed three (3) working days before or within one (1) week after the birth of their child. The Employee will advise the Employer wherever possible at least one (1) month before the desired leave of absence, that may be before and/or after the birth. The Employee, upon request, will supply a medical report confirming that his spouse and/or common-law partner is pregnant and indicating the anticipated date of delivery. The provision will only apply to Employees who have completed their probationary period.

14.06 Supplemental Employment Benefit (SUB) Plan

Effective the first day of the month following ratification, and upon approval by Human Resources Development Canada, an Employee who is on pregnancy or parental leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental unemployment benefit (SUB).

For those employees who opt to take a leave of up to twelve (12) months and who are in receipt of Employment Insurance Benefits commensurate with the anticipated length of leave, the SUB benefit will be equivalent to the difference between seventy percent (70%) of their regular gross weekly earnings and the total sum of their regular gross weekly Employment Insurance benefits. The Employee shall be paid during the one (1) week waiting period at fifty (50%) percent of their regular salary. SUB payments shall commence following completion of the one (1) week Employment Insurance waiting period and shall continue while the Employee is in receipt of such Employment Insurance benefits for a maximum of sixteen (16) consecutive weeks immediately following the one (1) week waiting period.

OR

For those employees who opt to take a leave up to eighteen (18) months and who are in receipt of Employment Insurance Benefits commensurate with the anticipated length of leave, the SUB benefit will be equivalent to the difference between forty-eight (48%) of their regular gross weekly earnings and the total sum of their regular gross weekly Employment Insurance benefits. The Employee shall be paid during the one (1) week waiting period at fifty (50%) percent of their regular salary. SUB payments shall commence following completion of the one (1) week Employment Insurance waiting period and shall continue while the Employee is in receipt of such Employment Insurance benefits for a maximum of sixteen (16) consecutive weeks immediately following the one (1) week waiting period.

14.06 Continued

It is understood that a qualifying Employee who takes both parental leave and pregnancy leave may not receive more than seventeen (17) total weeks of the SUB benefit for both leaves.

14.07 Other Leaves

(a) Self-Funded Leave

Self-funded leaves shall be determined in accordance with the Employer's policy in effect at the time a request is made. The Employer agrees to maintain a self-funded leave policy.

(b) Education Leave

The Employer at its sole discretion, may grant up to two (2) consecutive year leaves of absence without loss of seniority and without pay to Employees for the purpose of furthering their professional training or taking educational courses relating to their work with the Employer. There will be a written agreement which will indicate the Employee's commitment to work for a period of time equal to that of the leave.

(c) Jury Duty

If an Employee is required to serve as a juror in any court of law, is required by subpoena to attend a court of law, or is required to attend a Coroner's inquest in conjunction with a case arising from the Employee's duties at the Employer, the Employee shall suffer no loss of regular pay because of such attendance provided that the Employee:

- (i) notifies the Employer immediately upon notification that they will be required to attend court;
- (ii) presents proof of service requiring attendance and;
- (iii) promptly repays the amount (other than expenses) paid for such service or attendance to the Employer.

(d) Unpaid Leave of Absence

Employees who have completed three (3) years of continuous service subsequent to completing their probation period shall be eligible to apply for an unpaid leave of absence of not less than six (6) months and not exceeding twelve (12) months. Such leave shall be at the sole discretion of the Executive Director or Designate. Such leave shall be without pay, without accumulation of credits, but without loss of accumulated seniority at the commencement of the leave.

ARTICLE 15 - HOURS OF WORK

- 15.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work.
- 15.02 Unless noted otherwise in this Collective Agreement, the normal work week for full-time Employees shall consist of a total of thirty-five (35) hours per week exclusive of a daily unpaid lunch period of one (1) hour. The work day for full-time Employees shall normally consist of seven (7) hours of work per day, 8:30 am to 4:30 pm, from Monday to Friday.
- 15.03 Notwithstanding 15.02, the normal work week for full-time Child and Youth Workers, Family Support Workers, Managed Access Workers and Parent Enrichment Workers shall consist of thirty-five (35) hours per week exclusive of a daily unpaid lunch period of one (1) hour. The work day for full-time Employees shall normally consist of seven (7) hours of work per day, from Monday to Friday. The Employer will endeavor not to change the full time Managed Access Worker schedule with less than two (2) weeks' written notice to the Employee, unless agreed otherwise between the Employee and the Employer. It is understood that the Managed Access Workers may be required to occasionally work Saturday, and Sunday based on service recipient need.
- 15.04 All Employees shall be permitted a break of fifteen (15) consecutive minutes without loss of pay within each 4 hour period of work.
- 15.05 The Union, the Employer and Employees recognize that obligations to children and families will make excess daily or weekly hours necessary from time to time.
- 15.06 Flexible Working Hours
- (a) The Union, the Employer and the Employees recognize that obligations to children and families will make flexible working hours necessary from time to time.
 - (b) Flexible working hours may be arranged for individual Employees at the Employee's request, to meet the Employees' personal requirements, subject to the agreement of the Employee's Supervisor.
- 15.07 Hours of work for part-time and casual Employees shall be determined in accordance with the needs of the Employer, but shall fall within the normal working hours for that position.
- 15.08 Excluding Part Time Managed Access Workers, Employees who are scheduled or called in to work shall be paid for no less than three (3) hours. The Employee shall remain at work for no less than the three (3) hour period, unless released by the Employer. Such paid time, shall be treated as work time for the purposes of Article 16 (Overtime).

ARTICLE 16 - OVERTIME

- 16.01 All hours worked in excess of the normal work week, averaged over a two (2) week pay period, shall be considered overtime. Such overtime shall accrue at a rate of time and one-half (1½) the Employee's normal rate of pay.
- 16.02 All overtime earned shall be credited as compensatory time off with regular pay for each Employee. Each Employee may accrue up to forty (40) hours in their overtime bank at any given time. Compensatory time off shall be taken within sixty (60) days of the time it was earned at a time mutually agreed upon by the Employee and the Supervisor. The period within which time off must be taken may be extended up to sixty (60), days by mutual agreement. The Supervisor may, in consultation with the Employee, schedule compensatory time off in the last two (2) weeks of the sixty (60) day time period, or extended time period, to decrease the overtime bank to meet the timelines herein.

The Employee may request that the overtime banked be paid out to them in no less than seven (7) hours per request, to a maximum of thirty-five (35) hours per fiscal year.

- 16.03 All overtime shall be authorized and approved in advance by the immediate Supervisor or designate except in cases of emergency. Emergency overtime shall be submitted to the immediate Supervisor or designate by the next working day, after working such emergency overtime, for approval.
- 16.04 There shall be no duplication or pyramiding of any premium payment or compensating time off provided by this Agreement. Nothing in this Article shall require the Employer to schedule Employees in a manner that will attract overtime or any other premium pay.

ARTICLE 17 - PART TIME MANAGED ACCESS WORKERS

- 17.01 The parties agree that this Article shall apply only to Part-time Managed Access Workers.
- 17.02 Part-time Managed Access Workers shall be covered by the provisions of the Collective Agreement except those listed below:

- Hours of Work
- Overtime
- Vacation
- Paid Holidays
- Sick Leave
- Benefits

17.03 Hours of Work

The Employer shall schedule daily hours of work between 8:00 a.m. and 10:00 p.m. inclusive, unless the Employee and Employer agree otherwise. It is understood that daily hours of work shall not normally exceed seven (7) consecutive hours per day or thirty-five (35) hours per week. Such hours of work may vary from week to week.

The scheduling will allow for two (2) consecutive days off in a work week unless Employee and Employer agree otherwise.

A Part Time Managed Access Worker who is not notified in advance of the cancellation of a scheduled access visit and who reports to work for that visit shall be paid one (1) hour at their regular hourly rate for visits scheduled three (3) hours or less. Where visits are scheduled for greater than three (3) hours, Employees will be paid fifty percent (50%) of the visit length at their regular hourly rate. The Employer reserves the right to assign work to Employees when their access visit is cancelled.

Part-time Managed Access Workers shall be entitled to a thirty (30) minute unpaid meal period where they are scheduled for five (5) or more consecutive hours of work.

Overtime shall be paid at the rate of time and one-half (1½) for each hour worked in excess of thirty-five (35) hours in a week.

17.04 Vacation Time and Pay

Following the first year of employment, Employees shall receive two weeks of vacation time per year. The vacation time shall be converted to hours by dividing their hours worked in the previous vacation year by twenty-six (26).

Vacation pay shall be calculated as four percent (4%) of an Employee's current year earnings (as opposed to previous years) and shall be paid out in each pay period.

17.05 Paid Holidays

Employees may be scheduled to work on a paid holiday (as defined in Article 18) and shall be paid at the rate of time and one-half (1½) for all hours worked on the paid holiday.

17.06 Benefits

Employees shall receive pay in lieu of all benefits, excluding the Healthcare Spending Account, in the amount of four percent (4%) of their regular earnings. Employees with more than two (2) consecutive years of service under this Schedule shall receive an increase to eight percent (8%). Such pay-in-lieu shall be paid in each pay period.

17.07 Forfeiture of Position

A Managed Access Worker shall forfeit their position as a Managed Access Worker where they fail to work a minimum of twelve (12) hours in any four (4) consecutive pay periods, provided such work has been offered to them. The Employer will provide written notification of the forfeiture to the Employee and the Union. This would not apply to any Managed Access Worker on an approved leave of absence.

ARTICLE 18 - PAID HOLIDAYS

18.01 A qualifying full time Employee will be entitled to the following paid holidays:

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

18.02 In the event that one (1) or more of the above holidays occur during the Employee's vacation, the Employee shall normally have that number of days added as an extension to vacation but may schedule them for some other time by agreement between the Employee and the Employer.

18.03 When any of the above-noted holidays fall on a Saturday and/or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or the preceding Friday shall be deemed to be holidays for the purpose of this Agreement.

18.04 Where Employees are scheduled to work on a paid holiday, they shall be paid at the rate of time and one half (1½) their regular straight time hourly rate for all hours so worked, in addition to a day off at a time mutually agreeable between the Employee and the Employer.

18.05 Where any of the paid holidays fall or is observed by the Employer on an Employee's regularly scheduled day off, or during an Employee's vacation, the Employee shall receive their regular pay or an additional day off with in lieu pay at a time mutually agreed upon.

18.06 An Employee shall not receive pay for the paid holiday in the following circumstances:

- (a) If they have been absent from work on their last regular scheduled workday before, or their first regular workday after such holiday unless such absence is beyond the control of the Employee or is excused by the Executive Director or Designate.

18.06 (b) An Employee may not receive both sick pay and holiday pay for the same day.

18.07 Annual Float Days

Complement Employees (part time on a prorated basis) shall receive the following:

- (a) Two (2) annual float days to be taken between January 1 and December 15 upon mutual agreement between the Employee and their Supervisor. During the first year of employment, the Employee will receive one (1) float day.
- (b) Two (2) Christmas/Seasonal float days shall be granted during the period from December 15 to January 31. The days will be determined by mutual agreement between the Employee and their Supervisor. During the first year of employment, the Employee will receive one (1) float day.
- (c) All annual float days will be granted on the basis of seniority.

ARTICLE 19 - VACATION

19.01 Employees employed on a full time basis (part time on a prorated basis) shall accumulate vacation time as follows:

Less than two (2) years of continuous service	Three (3) weeks
More than two (2) but less than six (6) years of continuous service	Four (4) weeks
More than six (6) years of continuous service	Five (5) weeks
More than twenty (20) years of continuous service	Two (2) additional days

19.02 New Employees shall be advanced annual vacation leave credits upon employment. Each Employee shall be advanced their vacation entitlement in accordance with this Article at the commencement of each vacation year. The vacation year shall be April 1 to March 31.

19.03 Vacation credits are not accrued when Employees are on an unpaid leave of absence in excess of thirty (30) days.

19.04 The period of service for vacation leave will be calculated from the last date of hire.

19.05 Employees who are hired or leave their employment during the vacation year shall have their vacation entitlement prorated. Any vacation taken by an Employee which was not earned will be deducted from any monies owed to the Employee.

- 19.06 Vacation time shall be taken in the year in which it is earned. Employees may carryover earned and unused vacation from one vacation year to the next to a maximum of two (2) weeks. Employees wishing to carry over more than two (2) weeks must obtain advanced written approval from the HR Manager or designate. Vacation credits will be paid out to the Employee upon termination/resignation.
- 19.07 Where an Employee qualifies for sick leave (certified by a doctor's certificate when requested by the Employer) or qualifies for bereavement leave in accordance with Article 14, during their vacation, there shall be no deduction of vacation credits during such periods. By mutual agreement, the period of vacation so displaced shall be added to the scheduled vacation period or be used at a later date.
- 19.08 Probationary Employees are not entitled to take vacation days during their probationary period without written authorization from the Employer.
- 19.09 The Employer agrees to undertake every effort to maintain vacation periods as scheduled. However, in the event of an Employee being required by the Employer to work during this period due to service demands beyond the control of the Employer, they shall be paid at double the regular rate of pay plus one (1) vacation day credited to the Employee for each day in which work was performed during the scheduled vacation period.
- 19.10 Vacation time shall be scheduled as follows:
- (a) For the period April 1 to November 30, requests for vacation shall be submitted in writing by February 7. Schedules shall be posted by March 1. These requests shall be granted or denied and where there is a conflict, seniority shall be the determining factor.
 - (b) For the period December 1 to March 31, requests for vacation shall be submitted in writing by October 7. Schedules shall be posted by November 1. These requests shall be granted or denied and where there is a conflict, seniority shall be the determining factor.
 - (c) All other vacation requests shall be granted, at the discretion of the Employer, on a first come, first served basis.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick leave shall be granted to full-time Employees on the basis of fifteen (15) working days each calendar year to be credited on January 1. Newly hired full-time Employees during the calendar year shall have their sick leave credits prorated for the calendar year. Part time Employees shall be entitled to sick leave on a prorated basis.

20.02 Employees shall not be permitted to accumulate unused sick leave time from one calendar year to the next.

20.03 (a) An Employee who is absent in excess of three (3) consecutive working days may be required to verify the illness by supplying the Employer with a certificate from a duly qualified medical physician.

(b) The medical certificate shall, at a minimum, contain the nature of the illness and that the illness prevents the Employee from performing the essential duties of the job; that the Employee is being treated for the illness by a medical practitioner who is qualified to diagnose and treat the illness and a prognosis about the length of the illness. In addition, when an Employee is returning to work, the Employee may be required to provide additional information about restrictions, if any, on the Employee's performance of normal duties when the Employee returns to work.

(c) The Employer shall have the right to require an Employee be examined by a physician to be designated by the Employer. The names of three (3) physicians shall be provided to the Employee and the Employee shall choose one of the physicians. The Employer agrees to notify the Union in writing regarding such examination. The Employee shall not suffer a loss of pay to attend such medical appointment and the Employer shall be responsible for any related medical physician costs resulting from the examination.

(d) Where the Employer, or the insurer, makes a request for a medical certificate under this Article, the Employer shall pay for the certificate.

20.04 The Employer shall provide for a Short-Term Disability benefit in the amount of 66.67% of an Employee's regular salary up to an overall weekly maximum of nine hundred dollars (\$900.00). The benefit period shall be for a maximum of seventeen (17) weeks and shall begin on the first day of an accident or the eighth day of illness or hospitalization (inpatient or outpatient). The Employee may request that the Employer top up short-term disability payments from their sick, overtime and/or vacation banks to one-hundred percent (100%) of regular salary. At the point when all banks are exhausted, the Employer will no longer top up short term disability payments from the insurance carrier.

20.05 Employees in receipt of Long-Term Disability benefits, shall be permitted to receive from the Employer the difference between the amount payable by the Insurance Carrier and eighty-five percent (85%) of their regular salary. It is understood that such difference will be charged against the Employee's sick leave bank. At the point when the sick leave bank is exhausted, the Employee may request that the Employer top up payments from their overtime and vacation banks. At the point when all banks are exhausted, the Employer will no longer top up Long-Term Disability payments from the Insurance Carrier.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay Employees covered by this Agreement salaries and wages in accordance with Appendix A and Appendix B attached hereto and forming part of this Agreement. On each payday, the Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

21.02 When an Employee is asked and agrees to perform management or Supervisory responsibilities for a period up to (1) one week or (5) five consecutive working days, the Employee will be paid a rate of \$75 per day plus regular pay. During this period, emergency coverage would be provided by the individual to their caseload in addition to performing interim Supervisory duties.

In the event an Employee is asked and mutually agrees to provide supervisory responsibilities beyond one week, the Employee will be paid according to the supervisory/management pay scale, provided the salary is not less than their regular salary. This Employee would perform solely supervisory functions, and be considered reassigned for the purposes of seniority under Article 11.

21.03 Grid Movement

When an Employee moves to a job (regardless of duration) with a lower salary grid, they will be placed on the lower salary grid at a step which is closest to the Employee's existing salary grid.

When an Employee moves to a job (regardless of duration) with a higher salary grid, they will be placed on the higher salary grid at a step which is closest to, but not less than, their existing salary.

When an Employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced.

An Employee shall progress to the next step on the salary scale for the appropriate classification on the anniversary date following their most recent commencement of active service in that job.

Notwithstanding the above, when an Employee moves to a job (regardless of duration) in the same salary band as they were previously in, they will continue their existing salary at the same rate they had been receiving and there will be no change in their anniversary date for progression through the steps on the wage grid.

21.04 Any Employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act or a non-occupational accident recognized by either the Employer or the Insurance Carrier, shall receive from the Employer the difference between the amount payable by the Workplace Safety & Insurance Board or Short-Term Disability Benefits and their regular salary.

It is understood that such difference will be charged against the Employee's sick leave bank. At the point when the sick leave bank is exhausted, the Employee may request that the Employer top up payments from their overtime and vacation banks. At the point when all banks are exhausted, the Employer will no longer top up payments.

It is also understood that no Employee shall be entitled to receive more total monies under this provision than they would normally receive from their regular salary after all deductions including tax.

The Employer agrees to arrange for coverage of all Employees under the *Workplace Safety and Insurance Act (WSIA)*.

An Employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or Collective Agreement, until such time as the Employee's claim for benefits is approved by WSIB.

It is agreed that any sick pay provided to the Employee is considered to be an advance on their WSIA benefits and, if the Employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the Employee to the Employer. The Employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

It is further understood that at such time as the Employee is deemed to have suffered a long-term disability as defined by the Workplace Safety & Insurance Board and/or the Insurance Carrier, this Section shall no longer apply.

21.05 Employees required to carry infants and toddlers must provide a bolt for attachment of the infant and toddler seats. The Employer shall reimburse the Employee for the cost of seat bolt installation. The Employer will provide, at its own expense, emergency first aid kits to those Employees required to carry infants and toddlers in their personal vehicles.

21.06 When an Employee is required to travel in the course of her duties, they shall be reimbursed for meals at actual costs upon the presentation of receipts to a maximum of:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

Unless the Employer policy allows for a greater maximum reimbursement.

21.07 Mileage Allowance

The Employer agrees to compensate Employees, who are directed by the Employer to use their own vehicle for business purposes, at the rate of fifty-five cents (\$0.55) per kilometre travelled.

Effective April 1, 2024 – fifty-six cents (\$0.56)

Effective April 1, 2025 – fifty-seven cents (\$0.57)

Effective April 1, 2026 – fifty-eight cents (\$0.58)

The Employer agrees to review the mileage allowance every six (6) months during the life of the agreement, in order to determine if the rate per kilometer should be increased or not.

21.08 Prior to commencement of employment and maintained annually an Employee who is required by the Employer to use their personal automobile for the performance of their duties for the Employer shall provide the Employer with proof of their being covered by automobile insurance policy in the amount of not less than, one million dollars (\$1,000,000) public liability and property damage prior to their using their personal automobile for the performance of their duties for the Employer.

ARTICLE 22 - BENEFITS

22.01 The Employer has the right to select the carrier of its choice in respect of benefit plans and insurance. It is understood that where the Employer substitutes another carrier for any benefit plan under this Article, the benefits agreed to and outlined in Appendix D attached hereto, shall be substantially the same.

Eligible employees and family members of employees who are receiving drug plan benefits through OHIP+ whose claim(s) is submitted to OHIP+ and rejected, may submit such claim to the benefits carrier in accordance with the terms of the benefit plan.

22.02 Qualifying Employees are those who work full-time or a part-time Employee who works twenty-one (21) hours/per week or more, on a regular basis, up to the limits of coverage. Coverage commences, for qualifying Employees, from the first day of the month following the completion of the third month of employment. Coverage is automatic on the eligibility date provided an application has been completed and the Employee is actively at work.

Part time Employees who work twenty-one (21) hours per week or more, have the option to participate in applicable group insurance benefits provided they pay their share of benefit premiums on a prorated basis. Alternatively they may select to receive pay in lieu as outlined below. Such selection is made at time of eligibility and any changes are as per the plan requirements.

If an Employee is not actively at work on the date coverage should commence, the insurance will commence when the Employee is actively at work.

Part-time Employees, who work less than twenty-one (21) hours per week, shall receive pay in lieu of all benefits, in the amount of four percent (4%) of their regular earnings. Part-time Employees with more than two (2) consecutive years of service shall receive an increase to eight percent (8%). Such pay-in-lieu shall be paid in each pay period.

22.03 The Employer agrees to pay one hundred percent (100%), less \$100 which is to be paid by the Employee, of the premiums necessary to enroll qualified Employees for the following benefit coverage at either single or family coverage:

- (a) Life Insurance;
- (b) Private Hospital coverage;
- (c) Major Medical;
- (d) Vision;
- (e) Dental;
- (f) Short-term disability;
- (g) Long-term disability;
- (h) Employee Assistance Program.

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

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

Effective April 1, 2024 - \$1,100.00

Effective April 1, 2026 - \$1,200.00

22.04 Continued

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

Further, it will:

- (i) Have a one (1) year roll-over consistent with CRA rules which may be accumulated in a health spending account;
- (ii) Facilitate Employees to self-direct their wellness options and would be non-taxable as per CRA rules;
- (iii) Be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans;
- (iv) Be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix C".

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 The Employer will maintain job descriptions for all positions for which the Union is the bargaining agent and will provide the Union with copies of job descriptions for any new positions established in the Society. Copies of the latest job description will be provided when requested by the Union.

23.02 The Employer shall consider the workload implications of any changes to a job description prior to finalization and shall provide the Union with an opportunity for input with respect to any amended job description prior to implementation.

23.03 Should job qualifications be changed by the Employer, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an Employee has been deemed qualified will be transferrable to any other position within the bargaining unit which requires those qualifications.

23.04 Should job qualifications be changed as a result of legislation or government directives, MCYS shall work with the Employer and the Union to develop a plan to mitigate any negative impact for staff.

23.05 When the Employer creates a new position, or an existing position is substantially changed, the Union shall be given a complete job description inclusive of salary no later than thirty (30) days prior to posting. It is understood that the Employer will set the rates of pay for these classifications and positions, but if the Union is not in agreement with the decision, it will have the right to have the matter resolved through the grievance and arbitration procedure.

ARTICLE 24 - LEGAL LIABILITY

24.01 This Article shall only apply to situations where an Employee or former Employee is either named in a civil suit as defendant, or charged with a criminal offence, with the exception of the Highway Traffic Act, arising out of the authorized discharge of their duties as an Employee, where they acted in good faith and in a professional manner and following relevant statutes, standards and/or the directions of the Employer.

24.02 With respect to criminal offence coverage:

- (a) The Employer agrees to pay the premium costs of an insurance policy that provides criminal offence coverage;
- (b) The Employer will not require the payment of any insurance deductible by the Employee.

24.03 With respect to civil litigation coverage:

- (a) The Employee and the Employer will be entitled to review and jointly agree on the appointment of a solicitor from the list of the legal firms who provide civil litigation for the Insurance Company.
- (a) The chosen solicitor will then jointly represent the interests of the Employee and the Employer.
- (c) The Employee will be involved with the Employer and the solicitor in determining the manner in which the matter is defended.
- (d) The Employee will be kept informed regarding the defence of the matter and will receive information at the same time as the Employer.
- (e) In the event the Employee or former Employee is found liable, the Employer and/or the Insurer reserves the right to recover all or any portion of the legal costs paid. In the event costs are awarded to the Employee, such monies shall be paid to the Employer.
- (f) Where the Employee has been named as a defending party in a civil proceeding arising out of the course of their duties and provided the Employee has not committed a serious breach or dereliction of duties and/or responsibilities, the Employee shall suffer no loss of pay for time required to defend the civil proceeding.

24.04 With respect to insurance coverage of criminal offences:

- (a) The Employee and the Employer will be entitled to review and jointly agree on the appointment of a solicitor from the list of the legal firms who provide defence of criminal charges for the Insurance company.
- (b) The Employer agrees to pay all legal costs for defence of the criminal charge that may exceed the limitations of the insurance policy.
- (c) In the event the Employee or former Employee is convicted, the Employer and/or the Insurer reserves the right to recover all or any portion of the legal costs paid.

24.05 The Employer agrees that in situations where criminal charges have been laid against an Employee and on review the Employer is satisfied that:

- (a) the Employee has carried out the Employer's mandate to provide child welfare and/or service in good faith and in a professional manner; and following relevant statutes, standards and/or the direction of the Employer, and;
- (b) the Employee has not committed a serious breach or dereliction of said duties and/or responsibilities.

The Employee may be placed on a leave of absence with full pay, benefits and seniority; or the Employee may be placed in another position within the Employer, if one can be found without displacing another Employee and without change of pay until the conclusion of the legal process, up to and including trial.

24.06 Where the Employee wishes to retain their own solicitor not on the list provided by the Insurance Company, it shall be at the cost and expense of the Employee.

24.07 In a situation where an Employee is assaulted in the course of, or arising out of, their duties, if they exercised their right to lay charges, then after consultation with the Employer, they shall be granted time off from work without loss of regular pay for any necessary related meetings with professionals/collaterals and/or court procedures.

24.08 If upon completion of the trial of the criminal charges, there is a conviction and the Employee or former Employee elects to appeal the conviction and requests that the Employer fund the legal expenses of the appeal, the Employer agrees to undertake a review of the merits of the appeal and once that review is completed, the Employer may elect to fund all or any portion of the appeal process.

24.09 In the event this Article is triggered for any reason, the President of the Local or their designate shall be notified immediately. The Employer shall supply the Union with a current copy of the Employer's insurance coverage for civil liability and criminal offence.

ARTICLE 25 - GENERAL

25.01 All correspondence between the parties arising out of this Agreement shall pass to and from the representatives of the Employer and the President and Recording Secretary, or Stewards of the Union unless otherwise provided herein or unless otherwise agreed.

25.02 The Employer shall provide space on designated bulletin boards upon which the Union shall have the right to post notices of interest to its members provided such postings are reasonable.

25.03 The Union and Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, an electronic version of the collective agreement shall be made available to each Employee within thirty (30) days of execution thereof.

25.04 The Employer will provide the Union with office space in a location to be determined by the Employer, sufficient in size to hold a desk, filing cabinet and two chairs. The office will include a phone line and a computer line.

25.05 The Employer shall issue cell phones to Employees who, it determines, requires such phones for work. Their use of the phone shall be in accordance with the applicable policies in effect from time to time.

25.06 An Administrative Employee, except those Employees in the Information Services department, shall give as much notice as possible to the Employer but no less than two (2) weeks written notice to her immediate Supervisor indicating the last day to be worked prior to any resignation or retirement from employment. All other Employees shall give as much notice as possible to the Employer but no less than four (4) weeks written notice to their immediate Supervisor indicating the last day to be worked prior to any resignation or retirement from employment.

25.07 The Employer agrees to inform the Union if they plan to put any area of the workplace under electronic surveillance, or plan to monitor communications.

25.08 The parties agree that the Agency does not employ Social Workers or Social Service Workers for the purposes of the *Social Work and Social Service Work Act*. These Employees are classified as Child Protection Workers and will not represent themselves as Social Workers unless registered with the College of Social Workers and Social Service Workers.

The Employer, for the duration of the collective agreement, will not require any bargaining unit employee to become a member of the Ontario College of Social Workers and Social Service Workers as a condition of employment or continued employment unless required by legislation, regulation, or directive from the applicable Ministry.

Where membership in the Ontario College of Social Workers and Social Service Workers may be required by legislation, regulation or directive from the applicable Ministry, the Employer and the Union shall meet to discuss implementation and other issues.

ARTICLE 26 - NO STRIKES, NO LOCKOUTS

26.01 The Union agrees that during the term of this Collective Agreement there shall be no strike. "Strike" includes a cessation of work, a refusal to work or to continue to work by Employees in combination or in concert or in accordance with a common understanding, or slow-down or other concerted activity on the part of the Employees designed to restrict or limit output, during the term of this Agreement.

26.02 The Employer agrees that during the term of this Collective Agreement there shall be no lockout. "Lockout" includes the closing of a place of employment, a suspension of work or a refusal of an Employer to continue to employ a number of the Employees, with a view to compel or induce the Employees, or to aid another Employer to compel or induce the Employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges, or duties of the Employer, an Employer's organization, the trade Union, or the Employees, during the term of this Agreement.

ARTICLE 27 - SAFE AND HEALTHY WORKPLACE

27.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- (a) Provide and maintain a safe and healthy workplace;
- (b) Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- (c) Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

27.02 The Parties agree that the Employer has a responsibility to inform Employees about known unsafe working conditions or those which ought reasonably to be known. The Parties agree that Employees have the right to refuse to perform unsafe work in accordance with the Occupational Health & Safety Act. The Parties agree that Employees shall participate in the Joint Health and Safety process as outlined in Article 5.03 of this Collective Agreement.

27.03 The Employer and the Union recognize the importance of the emotional wellbeing of Employees and such issues shall be discussed at Labour Management meetings as the need arises.

27.04 Violence In The Workplace

The Employer agrees that they will assess the workplace(s) for risks of violence that may arise on an ongoing basis through the Joint Health and Safety Committee and make recommendations with the aim of preventing and reducing risk.

The Employer agrees that they shall provide workers with information and instruction that is appropriate on the contents of the policy and program with respect to workplace violence.

If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

27.05 Worker Safety Risks

Where a worker or Supervisor becomes aware that providing services to a service recipient poses a safety risk that may expose the worker to physical injury, the worker or Supervisor will discuss the safety risk and develop a worker safety plan which may include co-teaming and/or other supports.

27.06 Damage to Personal Property

The Employer will reimburse an Employee, to a maximum of five hundred dollars (\$500.00), for the actual cost of damage or loss of personal property provided:

- (a) At the time of the damage or loss, the Employee is performing his or her regular duties,
- (b) The Employee has taken reasonable steps to prevent the damage or loss of property, and
- (c) The claim has been made to the Employer within five (5) working days of the damage or loss; and

- 27.06 (d) The Employee has provided proof of the cost including any applicable receipts.

Where the damage or loss of property is covered by insurance, and the Employee makes an insurance claim, the Employer will reimburse any deductible incurred by the Employee up to a maximum of five hundred dollars (\$500.00).

ARTICLE 28 - STAFF TRAINING AND DEVELOPMENT

- 28.01 (a) It is the intention of the Employer to provide opportunities for Employees to upgrade their skills and knowledge. Where these training opportunities are made available to Employees, the time spent by Employees in travel and attendance will be paid for at the Employee's normal hourly rate of pay.
- (b) Where an Employee and Supervisor identify training and development needs which may be met by attendance at a conference, workshop or seminar and the necessary funds are available, the Supervisor and Human Resources Manager or designate may authorize attendance by the Employee.
- (c) Any travel time hours will be treated as hours worked for the purposes of Article 16 (Overtime).

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.01 The Employer agrees to meet with the Union Executive, during the term of this Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of significant technological changes which may have an effect on bargaining unit Employees.
- 29.02 If the Employer is considering the introduction of significant technological change which will have an effect on bargaining unit Employees, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union as outlined in Article 30.01.
- 29.03 Any bargaining unit Employee who has their position rendered redundant as a result of the introduction of significant technological change, shall have the ability to exercise their displacement rights pursuant to Article 13 of the current Collective Agreement.
- 29.04 Training provided with respect to the introduction of significant technological change, and as approved by the Employer, shall be given during hours of work whenever possible. Any time devoted to compulsory training due to the introduction of technological change, shall be considered as time worked. The cost of such training shall be assumed by the Employer.

ARTICLE 30 - ORGANIZATIONAL CHANGES

30.01 Notice and Disclosure

The Employer shall give the Union two (2) months' notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and /or closure of programs, services, or supports, layoffs, restructuring, or any other initiative, that would impact the work of the bargaining unit and/ or job security of bargaining unit members.

The Employer shall meet with the Union within fifteen (15) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative, that would impact the job security or bargaining unit members.

At this meeting the parties will explore the options available to them to minimize the impact on bargaining unit members and on the service to service recipients.

30.02 The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service and on bargaining unit members.

ARTICLE 31 - JOB SHARING

31.01 Job sharing can occur where there is agreement between the Employees who wish to job share, the Union and the Employer. The participants in the job sharing opportunity shall work under the conditions of the Employer policy. The Employer agrees to maintain a job sharing policy.

ARTICLE 32 - PROCESS OF PROVINCIAL DISCUSSION TABLE (PDT) REFERRAL TO LOCAL TABLES AND DISPUTE

32.01 The Employers group shall forward a copy of this Agreement to the Executive Directors or Designates of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local Union. The parties shall agree on a joint release date.

32.02 Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts 9, 10, 11, 12, 13, 14, 15, 16 of the PDT framework agreement by their local principals.

- 32.03 Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employer's group and Union group parties to this Consensus Agreement may select one representative from their respective group to assist the local parties in resolving such dispute.
- 32.04 Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT agreement, the provisions of the local Collective Agreement shall be used to resolve such disputes.
- 32.05 Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and the dispute does not arise under a local Collective Agreement such that Part 16 (d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
- (a) A labour arbitrator will be selected by mutual agreement of the parties within thirty (30) days of the dispute arising. If the agreement cannot be reached within that thirty (30) day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - (b) Where the parties agree, the arbitrator may act as "mediator-arbitrator".
 - (c) The arbitrator will have the same powers and authority as set out in Section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
 - (d) If the parties are unable to agree on an arbitrator as per Article 32.05(a) above, the parties agree to appoint as arbitrator the person named by the Ministry of Labour or their dispute.

ARTICLE 33 - TERM OF AGREEMENT

- 33.01 This Collective Agreement shall be effective from April 1, 2023 to March 31, 2027 and shall continue in effect from year to year thereafter unless either party gives written notice to the other party of its intent to request amendment or termination within the ninety (90) day period prior to expiry.

In the event of such notice, all terms and conditions of this Agreement shall remain in effect until a new Agreement is signed or until the conciliation process is completed and the Union is entitled by law to commence a legal strike and the Employer is by law entitled to conduct a legal lockout.

ST. MARY'S HOSPITAL at BELLEVILLE, ONTARIO, this 20 day of March, 2024.

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2187

Executive Director or Designate

Ceri Jago

President

Committee Member

Secretary

Committee Member

National Representative

J. Bishop
Co-Chairman
M. Wilson
J. Jago
...

APPENDIX A – WAGES

Effective Dates: Oct 5, 2023 - March 31, 2024

Revised Oct 6, 2023

3% Increase

UNION SALARY GRID

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1		ANNUAL	42,533	44,657	46,782	48,906	51,031	53,155	
		Hourly	23.38	24.55	25.71	26.88	28.04	29.21	
		Annual Calculation	42551.02	44674.88	46799.77	48924.66	51031.35	53155.21	
		Bi-Weekly	1,636.58	1,718.26	1,799.99	1,881.72	1,962.74	2,044.43	
2	DATA CLERK KIN RESEARCHER	ANNUAL	44,577	46,802	49,027	51,271	53,496	55,721	
		Hourly	24.49	25.72	26.95	28.17	29.39	30.63	
		Annual Calculation	44,577.37	46,802.17	49,045.17	51,271.34	53,496.14	55,739.14	
		Bi-Weekly	1,714.51	1,800.08	1,886.35	1,971.97	2,057.54	2,143.81	
3	RECEPTIONIST IRM TEAM ADMIN ASSISTANT FINANCE ASSISTANT	ANNUAL	46,621	48,947	51,271	53,596	55,941	58,267	
		Hourly	25.63	26.90	28.17	29.45	30.74	32.01	
		Annual Calculation	46,639.09	48,964.83	51,271.34	53,596.05	55,941.36	58,267.10	
		Bi-Weekly	1,793.81	1,883.26	1,971.97	2,061.39	2,151.59	2,241.04	
4	TEAM ADMIN ASSISTANT DISCLOSURE CLERK MANAGED ACCESS WORKER VOLUNTEER DRIVE SCHEDULER	ANNUAL	48,665	51,091	53,536	55,962	58,407	60,832	-
		Hourly	26.74	28.07	29.42	30.76	32.09	33.43	
		Annual Calculation	48,665.44	51,091.09	53,536.31	55,980.16	58,407.18	60,850.00	
		Bi-Weekly	1,871.75	1,965.04	2,059.09	2,153.08	2,246.43	2,340.38	

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
5	ACCOUNTING COORDINATOR - OCBE	-	-	-	-	-	-	-	-
	CHILD, YOUTH, FAMILY SUPPORT WORKER	ANNUAL	51,933	54,539	57,124	59,730	62,315	64,921	
	DISCLOSURE ANALYST	Hourly	28.54	29.98	31.40	32.83	34.24	35.68	
	LEGAL TEAM ASSISTANT								
	REGIONAL ADOPTION DISCLOSURE & SUBSIDY WORKER	Annual Calculation	51,950.80	54,556.70	57,142.00	59,747.90	62,315.00	64,939.10	
		Bi-Weekly	1,998.11	2,098.33	2,197.77	2,298.00	2,396.73	2,497.66	
6	DATA ANALYST WORKER	-	-	-	-	-	-	-	-
	DATABASE ADMIN	ANNUAL	55,200	57,966	60,732	63,498	66,244	69,010	
	FINANCIAL COORDINATOR - ACCOUNTS PAYABLE	Hourly	30.34	31.85	33.38	34.89	36.40	37.92	
	PAYROLL & BENEFITS COORDINATOR	Annual Calculation	55,217.96	57,966.34	60,750.09	63,498.47	66,244.45	69,010.00	
	GENERAL LEDGER ACCOUNTANT	Bi-Weekly	2,123.77	2,229.47	2,336.54	2,442.25	2,547.86	2,654.23	
	INFORMATION SERVICES SUPPORT TECHNICIAN								
	PROPERTY COORDINATOR								
7	AFTER HOURS WORKER								
	ADOPTION WORKER	ANNUAL	60,900	64,200	67,406	70,633	73,841	77,047	80,255
	CENTRALIZED SCREENING CPW	Hourly	33.47	35.28	37.04	38.81	40.58	42.33	44.11
	CHILDREN SERVICE WORKER	Annual Calculation	60,917.98	64,218.10	67,406.29	70,633.28	73,858.90	77,047.09	80,272.71
	KINSHIP FINDER	Bi-Weekly	2,343.00	2,469.93	2,592.55	2,716.66	2,840.73	2,963.35	3,087.41
	RESOURCE WORKER								
	NETWORK DEVELOPMENT WORKER								

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	QUALITY & CPIN SUSTAINMENT SUPPORT	-	-						
	FAMILY SERVICE WORKER	ANNUAL	64,700	68,108	71,516	74,923	78,330	81,738	85,145
	KINSHIP WORKER	Hourly	35.55	37.43	39.30	41.17	43.04	44.92	46.79
	STATISTICAL & QUALITY ANALYSTS	Annual Calculation	64,700.48	68,125.92	71,534.19	74,923.23	78,330.47	81,755.91	85,163.15
		Bi-Weekly	2,488.48	2,620.23	2,751.32	2,881.66	3,012.71	3,144.46	3,275.51
9	NETWORK & SYSTEM ADMINISTRATOR	-							
		ANNUAL	73,760	77,449	81,136	84,825	88,512	92,200	
		Hourly	40.53	42.56	44.58	46.62	48.63	50.66	
		Annual Calculation	73,760.36	77,466.99	81,136.19	84,842.82	88,512.02	92,200.45	
		Bi-Weekly	2,836.94	2,979.50	3,120.62	3,263.19	3,404.31	3,546.17	
10		-							
		ANNUAL	79,413	83,382	87,350	91,319	95,287	99,256	
		Hourly	43.63	45.82	47.99	50.19	52.36	54.55	
		Annual Calculation	79,413.00	83,399.79	87,350.18	91,336.97	95,287.36	99,274.15	
		Bi-Weekly	3,054.35	3,207.68	3,359.62	3,512.96	3,664.90	3,818.24	
11	HOURLY RATE (\$) 35 HRS/WK	HOURLY	18.07	18.95	19.90	20.91	21.96	23.96	
	AFTER HOURS DAY STAFF PAGER COVERAGE REGULAR DAYS	HOURLY	17.11						
	AFTER HOURS DAY STAFF PAGER COVERAGE STATUTORY HOLIDAYS	HOURLY	21.38						
	Voluntary AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	REG. RATE						
	Assigned AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	OT RATE						

Effective Dates: April 1, 2024 - March 31, 2025

Revised Dec 4, 2023

2% Increase

UNION SALARY GRID

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1		-							
		ANNUAL	43,384	45,550	47,718	49,884	52,052	54,218	
		Hourly	23.85	25.03	26.23	27.41	28.61	29.79	
		Annual Calculation	43401.86	45550.14	47735.84	49884.12	52069.82	54218.10	
		Bi-Weekly	1,669.30	1,751.93	1,835.99	1,918.62	2,002.69	2,085.31	
2	DATA CLERK KIN RESEARCHER	-							
		ANNUAL	45,469	47,738	50,008	52,296	54,566	56,835	
		Hourly	24.99	26.23	27.49	28.73	29.99	31.23	
		Annual Calculation	45,486.74	47,738.04	50,025.74	52,296.42	54,584.12	56,835.42	
		Bi-Weekly	1,749.49	1,836.08	1,924.07	2,011.40	2,099.39	2,185.98	
3	RECEPTIONIST IRM TEAM ADMIN ASSISTANT FINANCE ASSISTANT	-							
		ANNUAL	47,553	49,926	52,296	54,668	57,060	59,432	
		Hourly	26.13	27.44	28.73	30.05	31.36	32.66	
		Annual Calculation	47,553.42	49,944.14	52,296.42	54,686.12	57,078.02	59,432.34	
		Bi-Weekly	1,828.98	1,920.93	2,011.40	2,103.31	2,195.31	2,285.86	
4	TEAM ADMIN ASSISTANT DISCLOSURE CLERK MANAGED ACCESS WORKER VOLUNTEER DRIVE SCHEDULER	-							
		ANNUAL	49,638	52,113	54,607	57,081	59,575	62,049	
		Hourly	27.27	28.64	30.01	31.36	32.73	34.10	
		Annual Calculation	49,638.30	52,131.02	54,624.92	57,081.24	59,575.14	62,066.84	

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
5	ACCOUNTING COORDINATOR - OCBE								
	CHILD, YOUTH, FAMILY SUPPORT WORKER	ANNUAL	52,972	55,630	58,266	60,925	63,561	66,219	
	DISCLOSURE ANALYST	Hourly	29.12	30.58	32.01	33.49	34.92	36.38	
	LEGAL TEAM ASSISTANT								
	REGIONAL ADOPTION DISCLOSURE & SUBSIDY WORKER								
		Annual Calculation	52,989.86	55,647.98	58,266.48	60,942.80	63,561.30	66,219.42	
		Bi-Weekly	2,038.07	2,140.31	2,241.02	2,343.95	2,444.67	2,546.90	
6	DATA ANALYST WORKER								
	DATABASE ADMIN	ANNUAL	56,304	59,125	61,947	64,768	67,569	70,390	
	FINANCIAL COORDINATOR - ACCOUNTS PAYABLE	Hourly	30.94	32.49	34.05	35.60	37.14	38.68	
	PAYROLL & BENEFITS COORDINATOR								
	GENERAL LEDGER ACCOUNTANT								
		Annual Calculation	56,304.00	59,125.32	61,964.84	64,786.16	67,587.08	70,390.20	
		Bi-Weekly	2,165.54	2,274.05	2,383.26	2,491.78	2,599.50	2,707.32	
7	AFTER HOURS WORKER								
	ADOPTION WORKER	ANNUAL	62,118	65,484	68,754	72,046	75,318	78,588	81,860
	CENTRALIZED SCREENING CPW	Hourly	34.13	35.98	37.78	39.60	41.39	43.19	44.98
	CHILDREN SERVICE WORKER	Annual Calculation	62,118.00	65,484.00	68,754.12	72,063.86	75,336.02	78,606.14	81,860.10
	KINSHIP FINDER	Bi-Weekly	2,389.15	2,518.62	2,644.39	2,771.69	2,897.54	3,023.31	3,148.47
	RESOURCE WORKER								
	NETWORK DEVELOPMENT WORKER								

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	QUALITY & CPIN SUSTAINMENT SUPPORT FAMILY SERVICE WORKER KINSHIP WORKER	ANNUAL	65,994	69,470	72,946	76,421	79,897		
		Hourly	36.26	38.17	40.08	41.99	43.91	45.82	47.73
	STATISTICAL & QUALITY ANALYSTS	Annual Calculation	65,994.00	69,470.16	72,946.32	76,421.46	79,914.80	83,390.96	86,866.10
		Bi-Weekly	2,538.23	2,671.93	2,805.63	2,939.29	3,073.65	3,207.34	3,341.00
9	NETWORK & SYSTEM ADMINISTRATOR	ANNUAL	75,235	78,998	82,759	86,522	90,282	94,044	
		Hourly	41.34	43.42	45.48	47.55	49.61	51.67	
		Annual Calculation	75,235.20	79,016.18	82,776.92	86,539.70	90,282.24	94,044.00	
		Bi-Weekly	2,893.66	3,039.08	3,183.73	3,328.45	3,472.39	3,617.08	
10		ANNUAL	81,001	85,050	89,097	93,145	97,193	101,241	
		Hourly	44.51	46.74	48.95	51.18	53.41	55.63	
		Annual Calculation	81,001.26	85,067.84	89,097.00	93,145.38	97,210.94	101,241.12	
		Bi-Weekly	3,115.43	3,271.84	3,426.81	3,582.51	3,738.88	3,893.89	
11	HOURLY RATE (\$)35 HRS/WK	HOURLY	18.43	19.33	20.30	21.33	22.40	24.44	
	AFTER HOURS DAY STAFF PAGER COVERAGE REGULAR DAYS	HOURLY	17.11						
	AFTER HOURS DAY STAFF PAGER COVERAGE STATUTORY HOLIDAYS	HOURLY	21.38						
	Voluntary AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	REG. RATE						
	Assigned AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	OT RATE						

Effective Dates: April 1, 2025 - March 31, 2026

Revised Dec 4, 2023

2% Increase

UNION SALARY GRID

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1		ANNUAL	44,252	46,461	48,672	50,882	53,093	55,302	
		Hourly	24.32	25.53	26.74	27.97	29.17	30.39	
		Annual Calculation	44269.88	46461.00	48672.36	50899.88	53093.04	55302.36	
		Bi-Weekly	1,702.69	1,786.96	1,872.01	1,957.69	2,042.04	2,127.01	
2	DATA CLERK KIN RESEARCHER	ANNUAL	46,378	48,693	51,008	53,342	55,657	57,972	
		Hourly	25.48	26.76	28.03	29.32	30.58	31.86	
		Annual Calculation	46,378.38	48,710.96	51,008.16	53,360.12	55,657.32	57,989.90	
		Bi-Weekly	1,783.78	1,873.50	1,961.85	2,052.31	2,140.67	2,230.38	
3	RECEPTIONIST IRM TEAM ADMIN ASSISTANT FINANCE ASSISTANT	ANNUAL	48,504	50,925	53,342	55,761	58,201	60,621	
		Hourly	26.65	27.99	29.32	30.64	31.98	33.32	
		Annual Calculation	48,504.06	50,942.72	53,360.12	55,761.36	58,201.20	60,638.84	
		Bi-Weekly	1,865.54	1,959.34	2,052.31	2,144.67	2,238.51	2,332.26	
4	TEAM ADMIN ASSISTANT DISCLOSURE CLERK MANAGED ACCESS WORKER VOLUNTEER DRIVE SCHEDULER	ANNUAL	50,631	53,155	55,699	58,223	60,767	63,290	
		Hourly	27.83	29.21	30.60	32.00	33.40	34.78	
		Annual Calculation	50,648.96	53,155.26	55,699.14	58,240.82	60,784.70	63,308.18	
		Bi-Weekly	1,948.04	2,044.43	2,142.27	2,240.03	2,337.87	2,434.93	

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
5	ACCOUNTING COORDINATOR - OCBE	-	-	-	-	-	-	-	-
	CHILD, YOUTH, FAMILY SUPPORT WORKER	ANNUAL	54,031	56,743	59,431	62,144	64,832	67,543	
	DISCLOSURE ANALYST	Hourly	29.69	31.19	32.65	34.15	35.62	37.11	
	LEGAL TEAM ASSISTANT	Annual Calculation	54,031.44	56,760.80	59,431.32	62,161.70	64,832.22	67,543.38	
REGIONAL ADOPTION DISCLOSURE & SUBSIDY WORKER	Bi-Weekly	2,078.13	2,183.11	2,285.82	2,390.83	2,493.55	2,597.82		
6	DATA ANALYST WORKER	-	-	-	-	-	-	-	-
	DATABASE ADMIN	ANNUAL	57,430	60,308	63,186	66,063	68,920	71,798	
	FINANCIAL COORDINATOR - ACCOUNTS PAYABLE	Hourly	31.55	33.15	34.73	36.30	37.87	39.46	
	PAYROLL & BENEFITS COORDINATOR	Annual Calculation	57,430.08	60,325.70	63,204.14	66,063.36	68,920.38	71,816.00	
	GENERAL LEDGER ACCOUNTANT	Bi-Weekly	2,208.85	2,320.22	2,430.93	2,540.90	2,650.78	2,762.15	
INFORMATION SERVICES SUPPORT TECHNICIAN									
PROPERTY COORDINATOR									
7	AFTER HOURS WORKER	-	-	-	-	-	-	-	-
	ADOPTION WORKER	ANNUAL	63,360	66,794	70,129	73,487	76,824	80,160	83,497
	CENTRALIZED SCREENING CPW	Hourly	34.81	36.71	38.53	40.39	42.21	44.05	45.88
	CHILDREN SERVICE WORKER	Annual Calculation	63,360.36	66,811.88	70,129.08	73,505.12	76,824.36	80,177.96	83,497.20
	KINSHIP FINDER	Bi-Weekly	2,436.94	2,569.69	2,697.27	2,827.12	2,954.78	3,083.77	3,211.43
	RESOURCE WORKER								
NETWORK DEVELOPMENT WORKER									

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	QUALITY & CPIN SUSTAINMENT SUPPORT FAMILY SERVICE WORKER KINSHIP WORKER STATISTICAL & QUALITY ANALYSTS	ANNUAL	67,314	70,859	74,405	77,949	81,495	85,040	88,585
		Hourly	37.00	38.93	40.89	42.83	44.79	46.73	48.68
		Annual Calculation	67,332.08	70,859.40	74,423.12	77,949.42	81,513.14	85,040.46	88,603.16
		Bi-Weekly	2,589.70	2,725.36	2,862.43	2,998.05	3,135.12	3,270.79	3,407.81
9	NETWORK & SYSTEM ADMINISTRATOR	ANNUAL	76,740	80,578	84,414	88,252	92,088	95,925	
		Hourly	42.17	44.28	46.38	48.49	50.61	52.72	
		Annual Calculation	76,757.90	80,596.16	84,414.18	88,252.44	92,105.84	95,943.08	
		Bi-Weekly	2,952.23	3,099.85	3,246.70	3,394.32	3,542.53	3,690.12	
10		ANNUAL	82,621	86,751	90,879	95,008	99,137	103,266	
		Hourly	45.40	47.67	49.94	52.21	54.48	56.75	
		Annual Calculation	82,621.02	86,751.00	90,897.14	95,026.10	99,155.06	103,284.02	
		Bi-Weekly	3,177.73	3,336.58	3,496.04	3,654.85	3,813.66	3,972.46	
11	HOURLY RATE (\$)35 HRS/WK	HOURLY	18.80	19.72	20.71	21.76	22.85	24.93	
	AFTER HOURS DAY STAFF PAGER COVERAGE REGULAR DAYS	HOURLY	17.11						
	AFTER HOURS DAY STAFF PAGER COVERAGE STATUTORY HOLIDAYS	HOURLY	21.38						
	Voluntary AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	REG. RATE						
	Assigned AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	OT RATE						

Effective Dates: April 1, 2026 - March 31, 2027

Revised Dec 4, 2023

2% Increase

UNION SALARY GRID

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1		ANNUAL	45,137	47,390	49,645	51,900	54,155	56,408	
		Hourly	24.80	26.04	27.28	28.53	29.77	30.99	
		Annual Calculation	45137.04	47390.22	49645.44	51917.84	54173.06	56408.04	
		Bi-Weekly	1,736.04	1,822.70	1,909.44	1,996.84	2,083.58	2,169.54	
2	DATA CLERK KIN RESEARCHER	ANNUAL	47,306	49,667	52,028	54,409	56,770	59,131	
		Hourly	26.00	27.30	28.59	29.90	31.19	32.49	
		Annual Calculation	47,323.76	49,685.06	52,028.16	54,427.04	56,770.14	59,131.44	
		Bi-Weekly	1,820.14	1,910.96	2,001.08	2,093.35	2,183.47	2,274.29	
3	RECEPTIONIST IRM TEAM ADMIN ASSISTANT FINANCE ASSISTANT	ANNUAL	49,474	51,944	54,409	56,876	59,365	61,833	
		Hourly	27.18	28.55	29.90	31.25	32.62	33.97	
		Annual Calculation	49,474.08	51,961.70	54,427.04	56,876.22	59,365.02	61,833.42	
		Bi-Weekly	1,902.85	1,998.53	2,093.35	2,187.55	2,283.27	2,378.21	
4	TEAM ADMIN ASSISTANT DISCLOSURE CLERK MANAGED ACCESS WORKER VOLUNTEER DRIVE SCHEDULER	ANNUAL	51,644	54,218	56,813	59,387	61,982	64,556	
		Hourly	28.39	29.79	31.23	32.63	34.06	35.48	
		Annual Calculation	51,661.82	54,218.10	56,831.18	59,387.46	61,982.34	64,574.00	
		Bi-Weekly	1,986.99	2,085.31	2,185.81	2,284.13	2,383.94	2,483.62	

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
5	ACCOUNTING COORDINATOR - OCBE	-							
	CHILD, YOUTH, FAMILY SUPPORT WORKER	ANNUAL	55,112	57,878	60,620	63,387	66,129	68,894	
	DISCLOSURE ANALYST	Hourly	30.29	31.81	33.32	34.84	36.34	37.86	
	LEGAL TEAM ASSISTANT	Annual Calculation	55,129.82	57,896.06	60,637.82	63,405.08	66,146.84	68,912.06	
	REGIONAL ADOPTION DISCLOSURE & SUBSIDY WORKER	Bi-Weekly	2,120.38	2,226.77	2,332.22	2,438.66	2,544.11	2,650.46	
6	DATA ANALYST WORKER	-							
	DATABASE ADMIN	ANNUAL	58,579	61,514	64,450	67,384	70,298	73,234	
	FINANCIAL COORDINATOR - ACCOUNTS PAYABLE	Hourly	32.20	33.80	35.42	37.02	38.63	40.25	
	PAYROLL & BENEFITS COORDINATOR	Annual Calculation	58,596.80	61,514.16	64,467.92	67,384.26	70,298.40	73,252.16	
	GENERAL LEDGER ACCOUNTANT	Bi-Weekly	2,253.72	2,365.93	2,479.54	2,591.70	2,703.78	2,817.39	
7	INFORMATION SERVICES SUPPORT TECHNICIAN								
	PROPERTY COORDINATOR								
	AFTER HOURS WORKER	ANNUAL	64,627	68,130	71,532	74,957	78,360	81,763	85,167
	ADOPTION WORKER	Hourly	35.51	37.44	39.31	41.20	43.06	44.92	46.81
	CENTRALIZED SCREENING CPW	Annual Calculation	64,627.20	68,148.08	71,549.78	74,974.94	78,360.48	81,763.20	85,185.14
8	CHILDREN SERVICE WORKER	Bi-Weekly	2,485.66	2,621.08	2,751.91	2,883.65	3,013.86	3,144.74	3,276.35
	KINSHIP FINDER								
	RESOURCE WORKER								
	NETWORK DEVELOPMENT WORKER								
8	QUALITY & CPIN SUSTAINMENT SUPPORT								
	FAMILY SERVICE WORKER	ANNUAL	68,660	72,276	75,893	79,508	83,125	86,741	90,357
	KINSHIP WORKER	Hourly	37.73	39.71	41.70	43.70	45.68	47.67	49.66
	STATISTICAL & QUALITY ANALYSTS	Annual Calculation	68,660.28	72,276.18	75,893.10	79,526.18	83,143.10	86,759.00	90,374.90
	Bi-Weekly	2,640.78	2,779.85	2,918.97	3,058.70	3,197.81	3,336.88	3,475.96	

BAND	JOB CLASSIFICATION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9	NETWORK & SYSTEM ADMINISTRATOR	-							
		ANNUAL	78,275	82,190	86,102	90,017	93,930	97,844	
		Hourly	43.02	45.17	47.31	49.46	51.62	53.77	
		Annual Calculation	78,293.00	82,207.76	86,102.28	90,017.04	93,947.96	97,861.70	
		Bi-Weekly	3,011.27	3,161.84	3,311.63	3,462.19	3,613.38	3,763.91	
10		-							
		ANNUAL	84,273	88,486	92,697	96,908	101,120	105,331	
		Hourly	46.30	48.62	50.94	53.25	55.57	57.87	
		Annual Calculation	84,273.42	88,486.02	92,714.78	96,908.16	101,137.94	105,331.32	
		Bi-Weekly	3,241.29	3,403.31	3,565.95	3,727.24	3,889.92	4,051.20	
11	HOURLY RATE (\$)35 HRS/WK	HOURLY	19.18	20.11	21.12	22.20	23.31	25.43	
	AFTER HOURS DAY STAFF PAGER COVERAGE REGULAR DAYS	HOURLY	17.11						
	AFTER HOURS DAY STAFF PAGER COVERAGE STATUTORY HOLIDAYS	HOURLY	21.38						
	Voluntary AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	REG. RATE						
	Assigned AFTER HOURS DAY STAFF HOURS WORKED IN FIELD	HOURLY	OT RATE						

APPENDIX “B” - HUMAN RESOURCES ADJUSTMENT PLANS (HRAP)

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

PREAMBLE

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

1.0 - SCOPE AND PURPOSE

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

2.0 - GENERAL

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting Collective Agreements, the terms of the HRAP, where superior, shall prevail over the terms of the Collective Agreement. A local HRAP shall be negotiated where an integration takes place. When the Employers and local Unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.

- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and Collective Agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

3.0 - DEFINITIONS

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

4.0 - SENIORITY

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective Collective Agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected Employees will transfer all service and seniority to the Successor Employer.

- 4.01 (b) Employees who are working simultaneously at two (2) Employers prior to the integration shall transfer the seniority and service held at the Employer from whom they are transferred. In the event that an Employee is working simultaneously at two (2) Employers who both integrate with the same Successor Employer (and the Employee is employed in both of the transferred programs), the Employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
- (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date).

5.0 - ACCESS TO WORK

- 5.01 Subject to 2.0, the process for identifying access to work when there is an integration shall be as follows:
- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
- (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected Unions.
- (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
- (d) Where there is more than one Predecessor Employer with a Collective Agreement which provides that seniority plays a role in determining which Employees will be transferred to a Successor Employer, and those Collective Agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor Employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph (a), supra.
- (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.

- 5.01 (f) For purposes of clarity, Employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
- (g) Unless otherwise provided in a Collective Agreement, the Successor Employer will honour the recall rights of any Employee of a Predecessor Employer who is transferred to the Successor.
- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of eighteen (18) months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.
- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective Collective Agreement(s) of the Predecessor Employer will apply, unless the provisions of this Agreement are superior.

6.0 - BARGAINING UNIT REPRESENTATION

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

7.0 - LABOUR ADJUSTMENT OPTIONS

- 7.01 In the event of layoff due to an integration, the employer shall lay off Employees in the reverse order of their seniority within their classification, providing that those Employees who remain on the job have the qualifications, skills and ability to perform the work.
- 7.02 An Employee who is subject to permanent layoff shall have the following entitlements:
- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or

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

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

8.0 - TERMS OF EMPLOYMENT

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

9.0 - DISPUTE RESOLUTION PROCESS

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

9.01 (f) Time limits may be extended in writing by mutual agreement.

10.0 - TERM AND APPLICATION

10.01 The Term of this Agreement is the same as the term of the Children's Aid Societies PDT Consensus Agreement.

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

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

APPENDIX “C” - HEALTH SPENDING ACCOUNT

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

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

Health Spending Account list of eligible expenses

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

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; oxygen; needles and syringes, fertility and erectile dysfunction drugs); does NOT include over the counter drugs (even if prescribed)
- Vision Care (eyeglasses, contact lenses, laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)

Acupuncturists

Naturopaths

Physiotherapists

Chiropodists

Nurses

Podiatrists

Chiropractors

Occupational

Psychoanalysts

Christian Science

Therapists

Psychologists

Practitioners

Optometrists

Social Workers

Dental hygienists

Osteopaths

Speech Therapists

Dentists

Pharmacists

Theraputists

Dieticians

Physicians

- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)

Artificial eyes

Ileostomy/colostomy pads

Incontinence supplies

Artificial limbs

Breast prostheses

Hospital bed

Crutches

Laryngeal speaking aids

Walkers

Hearing Aid Devices

Limb braces

Wheelchairs

Orthopedic Shoes

Oxygen tent or equipment

Wigs

APPENDIX "C" - HEALTH SPENDING ACCOUNT (Continued)

- Diagnostic procedures (diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)

Other:

- Ambulance fees for transportation
- Laboratory, radiological or other diagnostic procedures or services
- Cosmetic surgery if necessary for medical or reconstructive purposes
- Cost of arranging and having a bone marrow or organ transplant
- Costs of medical services and supplies outside of the Province of residence
- Electrolysis or hair removal performed by a licensed technician
- Hearing expenses including hearing aids and hearing ear dogs
- Modifications to a home for person confined to a wheelchair
- Preventive diagnostic, laboratory and radiological procedures
- Surgical heart transplants performed by a physician
- Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
- Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
- Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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

APPENDIX “D” - BENEFIT PLAN INFORMATION

Benefits Plan Content – to be implemented 90 days after ratification

Life Insurance – two (2) times annual earnings

Optional Self and Dependent Insurance – availability to be purchased by Employee

Accidental Death & Dismemberment – two (2) times annual earnings

Long Term Disability – 67% monthly earnings, two (2) years own occupation, any occupation thereafter

Short Term Disability – 66.67% weekly earnings, to an overall weekly maximum of \$900. Elimination period, accident 1st day, sickness 8th day, hospital-inpatient/outpatient 8th day, seventeen (17) week benefit period.

Extended Health: 100% Re-imbusement, Deductible amount \$25, single and \$50 family coverage on drug plan.

- \$500 per year for each of the following: Registered Massage Therapist, Chiropractor, Naturopath, Osteopath, Podiatrist or Chiropodist, Psychologist, Physiotherapist or Occupational Therapist, Speech Therapist, Acupuncture. Prescription for massage not required. No maximum amount per session.
- Hearing Aid subject to a maximum \$500 per year.
- Vision care plan to include \$350 every two years for eye exams, glasses, contacts, or laser eye surgery.
- Private Duty nurse in the home \$5,000 per year.
- Travel Insurance out of province and out of county.
- Private hospital room.

Drugs: 100% re-imbusement, deductible included in extended health.

- Erectile dysfunctions drugs and treatment not included.
- Generic drugs where available unless doctor prescribes brand name.

Dental Coverage: 100% reimbursement, Deductible amount \$50 single and \$100 family coverage

- at one year lag ODA Rates, 6 month recall
- Basic & Endodontic
- Major Restorative & Orthodontics, 50% co-insurance
- Basic & Restorative, \$2,000 annual maximum
- Orthodontics, maximum yearly amount, \$3,000 lifetime maximum

Employee Assistance Program – includes marital, family, financial, legal substance abuse counselling.

All coverage for Employees end at age 72 years of age except for STD which ends at age 70 and LTD which ends at age 65.

LETTER OF UNDERSTANDING - RE: WORKLOAD

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every Employee. The Employer further recognizes that the issue of workload is a serious concern. Further, the Employer recognizes its responsibility to provide services through Employees in accordance with the Child and Family Services Act and to conform to current Ministry standards.

The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. It is an expectation of the parties that workload issues for individual workers be a periodic discussion between the worker and their supervisor with a view to preventing or minimizing individual workload issues. These methods may include but are not limited to the following:

- (1) Assign cases based on a reasonable distribution of workload, the needs of the Employer, the individual skill level and experience, current workload, and anticipated workload fluctuations. This will involve the Employer's knowledge of the following factors:
 - (a) number of cases before the court
 - (b) high risk
 - (c) adoption/foster
 - (d) number of supervised access visits
 - (e) amount of required driving time
 - (f) team coverage
 - (g) status of file recordings
 - (h) coverage of leave of absence, including vacation and prolonged illnesses
 - (i) complexity of cases
 - (j) committee work/field instruction expectations
 - (k) introduction of new technology and systems
 - (l) mentoring new staff
 - (m) number of training preparations and presentations
 - (n) number of complaints
 - (o) number of staff available for work at a location

- (2) Ensure the scheduling of regular ongoing supervision.
- (3) Afford Employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work, provided the Employee gives sufficient notice prior to termination.
- (4) Fill vacancies caused by retirements/resignations and planned leaves more than three (3) months as soon as it is reasonably practicable.
- (5) Ensure periodic workload reviews with each service team quarterly, **analyzing** the distribution of volume of workload. Outcomes to be shared with the Union. The Employer and the Union agree to review workload issues by each of the following means:
 - (a) Union Management Committee:
Discussions of workload issues may be added, from time to time, to the agenda at a Union/Management meeting.
 - (b) Joint Workload Committee:
 - (i) The role of the Committee is to examine workloads and the reasons for workload in the Employer and to review what things could be done to streamline work processes with a view to improving efficiency within the organization. An additional role of the Committee is to provide education to the entire organization on the issues of workload and to make recommendations to the Employer as to strategies to effectively manage workload within the Employer. This Committee will examine workloads for all positions in the bargaining unit.
 - (ii) The Workload Committee will be comprised of three (3) representatives chosen, respectively, by CUPE and the Employer. The Committee shall be chaired by a Management or Union Representative on an alternating basis.
 - (iii) The Workload Committee will report to the Senior Management Team on a quarterly basis. The Senior Management Team will provide a formal response to a recommendation made by the Committee. Should a recommendation made to the Senior Management Team not be implemented, the reasons for that decision will be provided to the Workload Committee and the Committee will revisit the issues that led to the recommendation.
 - (iv) Time spent attending the Committee meeting shall be considered time worked.

(c) Workload Assessment Process:

The Supervisor shall conduct an assessment of the individual worker's workload to determine whether the individual's workload is likely to exceed reasonable levels once the worker presents the Supervisor with the Individual Worker Workload Assessment form, as amended from time to time by the Committee. This assessment may include a consideration of exceptional workload incurred through temporary coverage of another worker's workload and the ability to complete caseload tasks in compliance with Ministry Standards and Guidelines and Employer Standards within the normal work week, as outlined in the Collective Agreement. If the Supervisor concludes that the individual worker's workload is likely to exceed reasonable levels, the Supervisor shall initiate the necessary steps to explore alternatives towards resolving the individual worker's workload and provide a response, in writing, to the worker within ten (10) working days of the last meeting with the worker to review the worker's workload.

(d) Individual Worker Workload Assessment Process:

Where an individual worker has grounds to claim that the individual workload level has increased to an unreasonable level, the individual worker may request an assessment of their workload level through the following process, after the worker's Supervisor has been given a reasonable opportunity to address the workload issue in paragraph (c):

- (i) A request for formal assessment: may be referred to the individual worker's Manager by submitting the established Individual Worker Workload Assessment Form within ten (10) working days of the Supervisor's written response in (c). The Manager may convene a meeting of all persons necessary to address the individual worker's request for workload assessment. The Manager may involve other Managers and other members of management to explore alternatives towards resolution of related issues. A decision will be made at the Manager level within ten (10) working days from the date the request for assessment was made with the Manager.
- (ii) If the individual worker is not satisfied with the decision at the Manager level, the request for assessment may be referred to the Director of Service who may convene a meeting of all persons necessary to address the individual worker's request for workload assessment within ten (10) working days of the filing of the issue with the director. The individual worker may be represented by the Union and the individual worker shall be present. The worker may have additional outside representation from a CUPE representative or designate. The Director of Service shall have five (5) working days from the latter of the date of the referral or such meeting to provide a written decision.

(i) Following resolution of this matter, the worker shall have the right to refer the matter for resolution to the Executive Director or Designate within ten (10) days of the written decision for exploration of further alternatives. The Executive Director or Designate shall issue a decision within five (5) working days of the referral.

It is agreed that a summary of such issues shall be provided with the Executive Director or Designate pursuant to the foregoing, including an outline of the concerns giving rise to such issues shall be forwarded by the Employer to the Joint Workload Committee.

Failing resolution of the matter, the Union shall have the right to refer the matter to a Disputes Resolution Process by referring the matter to a mediator who is external to the Employer and jointly agreed to by the parties. The cost of the mediator will be shared equally between the Employer and the Union.

This Letter of Agreement shall form part of the Collective Agreement.

In light of the review and resolution process set out above this Letter of Agreement shall not be subject to the grievance and arbitration provisions of the Collective Agreement.

SIGNED at BELLEVILLE, ONTARIO, this 20 day of March, 2021.

ON BEHALF OF HIGHLAND SERVICES
OF CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director or Designate

Ceri Jazt

President

Committee Member

Secretary

Committee Member

National Representative

J Bishop

National Representative

LETTER OF UNDERSTANDING - RE: LOCAL SUPERIOR PROVISIONS

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4, 2011 states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT Agreement and where there are current Employee entitlements which are superior to those outlined in the PDT Agreement, those superior provisions shall prevail and continue into the renewed Collective Agreement, unless mutually agreed locally by the parties. The parties to this Collective Agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this Collective Agreement, expiring March 31, 2023.

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

SIGNED at BELLEVILLE, ONTARIO, this 20 day of March, 2022.

ON BEHALF OF HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

C. G. Jagt

Executive Director or Designate

President

Committee Member

Secretary

Committee Member

National Representative

J. B. Sharp

John B. Sharp
President

**LETTER OF UNDERSTANDING - RE: PROVINCIAL DISCUSSION TABLE AND
SUB-COMMITTEES**

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

In support of the Provincial Discussion Table Consensus Agreement between IPE OP5, CEP, Simcoe CAS and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, the parties to this Agreement shall support the establishment of the following provincial groups:

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

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

SIGNED at BELLEVILLE, ONTARIO, this 10 day of March, 2024.

ON BEHALF OF HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director or Designate

Cari Goyt

President

Committee Member

Committee Member

National Representative

[Handwritten signature]

**LETTER OF UNDERSTANDING - RE: COVERAGE DURING THE WINTER
BREAK**

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

For the two (2) week Winter Break period, as determined by the Employer, the Employer shall continue its practice of ensuring minimum staff coverage levels shall be fifty percent (50%) per team/coverage area.

SIGNED at BELLEVILLE, ONTARIO, this 20 day of March, 2024.

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director or Designate

Carol G. [Signature]
President

Committee Member

Secretary

Committee Member

National Representative

J. Bishop
2024-03-20
[Signature]

LETTER OF UNDERSTANDING - RE: AFTER HOURS WORK AND PAY

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

This Letter of Understanding re After Hours Work and Pay will replace the current Letter of Understanding re: After Hours Work and Pay in the Collective Agreement ending March 31, 2019.

The parties agree to implement a program for After Hours Services throughout the agency to the terms outline herein. It is understood that the program may need to be altered to meet its objectives both parties agree that there will be no alteration to this agreement unless both parties agree to the alterations;

The After Hours Service provides on-call services form 4:30 pm - 8:30 am, Monday – Friday and 8:30 am - 8:30 am Saturday-Sunday for a total of 128 hours per week. The service also provides coverage for holidays and other unexpected office closures.

1. Where the Employer chooses to staff this program with employees on a full time basis the following will apply.
 - (a) After Hours Child Protection Worker
 - (i) Each After Hours Worker shift will be scheduled from Monday to Thursday shall normally be from 4:30 pm each day until 8:30 am the following day. The After Hours shifts for the weekend shall normally be the period commencing 4:30 pm Friday until 8:30 am Monday.
 - (ii) The full time After Hours Workers will have their team meetings and supervision during their regular working hours.
 - (iii) The regular two-week rotation for the After Hours Worker consists of 128 on call hours per two week period as indicated in the following schedule.

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Shift 1	Off	Off	On call	On call	Off	Off	Off
Shift 2	On call	On call	Off	Off	On call	On call	On call
Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Shift 1	On call	On call	Off	Off	On call	On call	On call
Shift 2	Off	Off	On Call	On Call	Off	Off	Off

- (iv) It is agreed that not all hours on call are hours worked for the purposes of hours worked under the Collective Agreement, the Employment Standards Act or any other statute or legislation.

1. (a) (v) The After Hours Worker two week rotation shall be deemed equivalent to a day worker's thirty five (35) hours work week.
(vi) There are times when a worker is required to attend the office during the regular work day as this time is deemed necessary by the Employer. In the event the work day is a regular seven (7) hour day shift including reasonable travel time, the Child Protection Worker in the After Hours Service will then be credited a full sixteen (16) hours shift in lieu.
- (b) Centralized Intake Staff
 - (i) Subject to Article 15.01, the normal work week for a full-time Centralized Intake staff that works as part of the After Hours Service shall consist of thirty-five (35) hours over no more than five (5) consecutive days and with no less than two (2) consecutive days off each week.
 - (ii) The Centralized Intake staff who works as part of the After Hours Service shall not be scheduled in a manner that would provide less than twelve (12) hours off in between the end and start of a shift and shall be permitted to take a one hour unpaid lunch.
 - (iii) As part of the work schedule for After Hours Centralized Intake employees, they will each have up to seven (7) hours per month to attend team meetings, supervision and training in times that are arranged with the supervisor.
2. The Employer may schedule Child Protection Workers within Family Services to work after hours at times it deems necessary, at which time the following will be applied;
 - (a) The Employer will create a roster of workers for the After Hours Service by sending an email request to Child Protection Workers in Family Services and eligible employees may advise the Employer of their willingness to appear on this roster.
 - (b) The Employer reserves the right to limit the number of staff for after-hours work and to ensure they are qualified and able to perform the available work.
 - (c) The Employer may also hire workers who do not hold a regular position with the Employer, and add them to the roster. For such workers, the Employer reserves the right to determine reasonable response times and to deny such employees the ability to be on the roster based on their ability to meet those reasonable times at the time of hire and during the course of their employment.
 - (d) The Employer will endeavor to ensure no Child Protection Worker who is also a regular employee is scheduled for more than two (2) weekday shifts in a week and more that two (2) weekend (Saturday- Sunday) shifts every four weeks.

- (e) In the event that the scheduled staff is not available to do the work, the following steps shall be taken;
 - (i) If the absence is known about in advance, the worker scheduled will advise the supervisor of the After Hours Service.
 - (ii) If there is an absence the After Hours Service Supervisor may find a replacement from the roster.
 - (iii) If a replacement cannot be found, the After Hours Service Supervisor may seek volunteers from qualified and able employees who are not on the roster prior to assigning the shift. If no volunteer comes forward, the After Hours Service Supervisor may assign the work to the least senior qualified and able employee who has not been assigned the work during the calendar year. Each time a worker is required to be assigned, the After Hours Service Supervisor will assign the next senior qualified and able employee. Where the assigned shift is during a weekend shift, the assigned shift shall not be more than a 24 hour period.
 - (iv) No staff compelled to work under this article, will be compelled to work more than one (1) shift in a twelve (12) month period.
 - (v) At such a time as the Employer is required to compel a staff to fill a shift, the Employer will within thirty (30) days, provide a solution to the Union and implement that solution to reduce the probability that a further worker will be compelled under this article to work a shift.
 - (vi) Where a worker is compelled to be assigned to an After-hours shift, in accordance with this paragraph, the worker shall be paid at time and a half (1.5) the hourly rate for any hours they were required to perform work as approved by the on-call After hours Supervisor, inclusive of administrative responsibilities, intake and/or direct service in the field. In such circumstances, the on-call rate will not apply. The on-call rate will apply in circumstances where work is not being performed.

3. After Hours Roster compensation

- (a) The On Call Rates shall be as follows:
 - (i) \$ 17.11 per hour while on-call
 - (ii) \$ 21.38 per hour while on call for each hour which falls on a recognized paid holiday under the Collective Agreement.
 - (iii) The Child Protection Workers on the roster working the After-Hours Service, who are required to perform work by attending at a situation in the field, and have been granted approval or directed to do so by the Supervisor or designate, they shall be paid their regular hourly rate for their position. During a statutory holiday shift, they will receive one and a half (1 ½) their regular hourly rate.

- 3 (a). (iv) If the After Hours Worker does not hold a regular position with the employer, their regular hourly rate shall be (Step 1 After-Hours Hourly Rate), for attending at a situation in the field where approval has been granted by the Supervisor. In field hours of work shall not be considered for the purposes of calculating overtimes.
 - (v) Should the Employer close the office, during a regular work day that is not a paid holiday, the hours covered in this case by After-Hours Workers that are regular day employees shall be considered after hours coverage and will also be considered part of the normal work schedule in which case their hourly rate shall apply for the remainder of the normal work schedule and then on call rate shall apply.
4. Overtime
 - (a) After Hours Workers who work in excess of the 128 on call hours in the two week rotation period, with the exception of any holiday period (as defined by the Paid Holidays in this Collective Agreement), will be paid at time and a half (1 ½) the hourly rate and is paid out to the employee.
5. Paid Holidays
 - (a) There are twelve (12) observed holidays listed in the Collective Agreement. All staff assigned to cover the after-hours service on a paid holiday will be paid at time and a half (1 ½) for the seven (7) hours which the office would normally be opened and revert back to the normal rate for their regular on call shift and they will also receive seven (7) hours statutory holiday pay.
 - (b) When statutory holiday's fall on a day other than the day observed by the Society, the After-Hours Service Staff will be paid at the overtime rate of time and a half (1 ½) for the seven (7) hours the office is closed.
6. Vacation Banks
 - (a) Vacation entitlement for the After Hours Worker is converted to an hourly bank. The total hours of on-call service provided by each After Hours Worker working in as part of the After-Hours Service is 128 hours per two week period, and an average of 64 on call hours per week. After Hours Workers would deduct vacation time at a rate of one hour per hour worked according to the shift they are working and requesting vacation time from.
 - (b) The Child Protection Worker in the After-Hours Service accruing three (3) weeks' vacation annually will accrue a total of 192 hours per year, which equates to 7.39 hours per pay period.
 - (c) The Child Protection Worker in the After-Hours Service accruing four (4) weeks' vacation annually will accrue a total of 256 hours per year, which equates to 9.85 hours per pay period.

6. (d) The Child Protection Worker in the After-Hours Service accruing five (5) weeks' vacation annually will accrue a total of 320 hours per year, which equates to 12.31 hours per pay period.
7. Sick Banks
The sick bank entitlement for the After Hours Worker in the After-Hours Service is converted to an hourly bank. The total hours of on-call service provided is 128 hours per two week period, an average of 64 on call hours per week. The entitlement for day staff is 15 sick days or 3 weeks. To calculate the entitlement of an hourly bank, 3 weeks x 64 hours, for a sick day bank of 192 hours. The After Hours Worker in the After-Hours Service would deduct the sick time off at a rate of one hour per hour worked according to the shift they are working and requesting sick time for.
8. Float Days
The Float day entitlement for After Hours Worker in the After Hours Service is converted to an hourly bank. The total hours of on call service is 128 hours per two week period, an average of 64 on call hours per week. The entitlement for day staff is 4 float days annually (2 annually and 2 Christmas Seasonal) or 1.97 per pay period. When calculating the entitlement of an hourly bank, it is calculated at 1.97x128 for a float bank of 51.2 hours. The After Hour Worker in the After-Hours Service can take float hours any time during the year as mutually agreed by the employee and supervisor.
9. Coverage During Regular Office Hours
When the After Hours Worker is requested to provide on-call coverage during a time when the office is normally open that is not a paid holiday in addition to their regular shift, the After Hours Worker scheduled to work will be paid at time and a half (1 ½) during this period and revert back to the normal rate for their regular on-call shift.
10. Centralized Intake staff in the After-Hours Service will be compensated (holidays, sick time, vacation, float days, overtime) in keeping with what is outlined in the Collective Agreement.
11. The following shall apply to the After-Hours Service:
 - (a) On-Call shifts and time worked as an After Hours Worker shall not be deemed as hours worked for the purpose of this collective agreement.
 - (b) For those After Hours Workers also holding regular part-time or casual positions with the Employer, the on-call shifts and time worked as an After Hours Worker shall not be deemed work or scheduled hours for the purposes of Article 11, Article 19 and Article 22.
 - (c) Other than noted herein all other aspects of the Collective Agreement apply to the complement After Hours Workers.

SIGNED: BELLEVILLE, ONTARIO, this 20 day of March, 2024.

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director or Designate

President

Ceri Jagt

Committee Member

Secretary

Committee Member

National Representative

*J. Brown
President
M. Malin
[unclear]*

LETTER OF UNDERSTANDING - RE: FLEXIBLE WORK HOURS

LAKESHORE CHILDREN'S AID SOCIETY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

Both parties agreed that there is currently work being done flexibly outside of normal work hours. Some examples include: Price Training, Home Assessments, Family Group Conferencing as well as normal child on call needs or the particular demands of a child or family.

It was also jointly recognized that the worker was the person to primarily determine how to best meet the service demands in a way that also worked for their own particular circumstances. The Union recognized the need to have regular hours of work as the norm and that it was important to achieve a healthy work/life balance.

Both parties also agreed that the worker and Supervisor are expected to work together to resolve any conflicts in a mutually satisfactory way.

It is agreed that the language as described could be used in a way that is inconsistent with the collective agreement, so should there be an issue with respect to the application of flexible hours of work, either party may bring the matter to the attention of the Executive Director or Designate or designate should give the matter its immediate attention and must contact the National Union Representative to discuss the matter.

At any time during the term of this collective agreement, should either party feel it is warranted, they will each appoint two (2) representatives who will meet with Supervisors and Stewards to review with each group the various discussions held during the course of negotiations regarding hours of work and flexible hours and the mutual intent of the parties regarding these matters.

SIGNED at BELLEVILLE, ONTARIO, this 30 day of March, 2024.

ON BEHALF OF THE LAKESHORE SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Easi Gajjar

Executive Director or Designate

President

Committee Member

Secretary

Committee Member

National Representative

Handwritten signatures and initials

LETTER OF UNDERSTANDING - RE: SHARED SERVICES

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2187

Both parties recognize that the possibility of shared services between agencies is going to happen during the term of this collective agreement. When the employer contemplates entering into a shared service agreement with another agency, it will meet with the union executive to discuss what the impact may be on the work and/or employees of the bargaining unit. During the meeting, the parties may discuss the potential for an increase or decrease to the complement of workers as a result of the shared arrangements, with a view to addressing any adverse impacts on bargaining unit employees affected.

SIGNED at BELLEVILLE, ONTARIO, this 30 day of March, 202

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2187

Executive Director or Designate

Cari Gagnier

President

Committee Member

Secretary

(2)

Committee Member

National Representative

J. Bishop
Secretary, N.U. 2187

LETTER OF UNDERSTANDING - RE: CHRISTMAS EVE & NEW YEAR'S EVE

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197**

When December 24th and December 31st fall on a regular working day the Employer will close the offices at no later than 3:00 p.m. Employees scheduled to work their full working day, will not suffer any loss of regular pay as a result of this facility closure.

SIGNED at BELLEVILLE ONTARIO, this 30 day of March, 2014.

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director Designate

Jeri Giff

President

Committee Member

Secretary

Committee Member

Union Representative

JBRMP
Stevie H. H. H. H.

LETTER OF UNDERSTANDING – RE: WORKLOAD MEASUREMENT STUDY GROUP (PDT)

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

During the course of negotiations, CLPE issued a letter dated May 15, 2023 to HSCA regarding the Workload Measurement Study Group. This Group was contemplated by the Provincial Discussion Table Agreement dated June 4, 2011. Should the Workload Measurement Study Group be convened during the life of this collective agreement, the parties agree that the Workload Committee will meet to review and discuss their work, including any recommendations.

SIGNED at BELLEVILLE, ONTARIO, this 20 day of March, 2024.

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

Executive Director or designate

Care Jago
President

Committee Member

Secretary

Committee Member

National Representative

J.B. Smith
National Representative

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LETTER OF UNDERSTANDING – RE: EMERGENCY CARE SETTINGS

BETWEEN

HIGHLAND SHORES CHILDREN'S AID SOCIETY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2197

WHEREAS the Employer and the Union are parties to a Collective Agreement expiring on March 31, 2027;

AND WHEREAS the parties wish to enter into a Memorandum of Agreement to address the terms and conditions of employment, in the event that a worker is assigned to supervise a child beyond the normal working hours, for a period of time;

AND NOW THEREFORE the parties agree to the following terms on an interim basis:

1. Notwithstanding the collective agreement, the Employer reserves the right to seek out workers to supervise children in a residential care worker role 24 hours a day, outside of normal working hours, on an as needed basis. When the Employer identifies that a worker(s) is required to supervise a child outside of their regular position, the Employer shall:
 - (a) Seek volunteers from employee groups deemed appropriate by the Employer based on skill and experience, including those in non-bargaining unit positions who are willing and qualified for the supervision assignment. The Supervisor, overseeing this program or their designate, will create and maintain a list of bargaining unit employees willing to volunteer for assignments and approved as an emergency care placement. The Supervisor will make reasonable efforts to maintain a current list of volunteers and enough volunteers to minimize the need for assignment of this work in accordance with this Letter of Understanding.
 - (b) This work would be paid at the band for Child Youth & Family Support Workers; band 5, step 6 - \$34.63 (2022-2023), at a rate of time and a half. This rate will hereafter be referred to as the emergency care rate and would be \$51.95 per hour plus any annual adjustments to the grid.

- (c) A day shift worker who works their regular day shift at the emergency care setting can shift their regular hours to the residence as a reassignment of work with the approval of their Supervisor. The employer reserves the right to make decisions about shift assignments. This would be paid at their normal rate or at the emergency care rate of \$51.95/hr, whichever is higher. Outside of regular working hours, including evening, weekend and overnight shifts will be paid at the emergency care rate.
 - (d) Where there are more volunteers than are required, the Employer shall choose the most senior volunteers who are willing and qualified to perform the assignment;
 - (e) Where there are Insufficient workers to fill shifts from the list of volunteers, the employer may assign shifts, outside of daily hours of work, to employees who obtained a temporary or complement position on or after ratification (by the Union), starting with the most recent date of hire, provided they are deemed qualified to perform the work. The Employer will make best efforts to have an assigned employee, in accordance with this paragraph, be paired with a volunteer, non-bargaining unit staff, or contractor while on shift.
 - (f) If the staff being assigned has a pre-booked vacation day or other approved time off, the assignment would move to the next least senior and the assignment after that would go back to the original employee who was on vacation. If the worker being assigned needs to decline the assignment due to illness, the employer may ask for a medical note. The assignment would then go to the next least senior employee and the assignment after that would go back to the original employee who was ill.
 - (g) Notwithstanding this paragraph, the Employer may utilize non-bargaining unit employees and/or contractors to perform work described in this Letter.
2. Workers are expected to find times, during the periods of supervision, to take breaks and meal periods in accordance with the collective agreement. Meals and rest periods are paid and must be taken on site. In keeping with the Employment Standards Act, employees would need to have a 48 consecutive hour period of rest without scheduled work within a 2 week period or two 24 consecutive hour periods of rest without work within a 2 week period. Employees will be scheduled with at least 11 consecutive hours off in a day.

3. All hours worked under this agreement will be paid to the worker in the time period they were worked and will not be banked. Hours worked at the residence outside of regular scheduled working hours will not count towards the 70 hours worked threshold for overtime within the regular work in the collective agreement.
4. Hours worked on stat holiday will be paid at time and a half of the emergency care rate (\$51.95/hr) for all hours worked on stat holiday.
5. If there is less than 4 hours' notice given for a cancellation of a shift, the workers scheduled will get 3 hours paid. The short notice cancellation of shifts (less than 4 hours) will be communicated by the Supervisor by phone call to the scheduled worker(s). Cancellations with more than 4 hours' notice can be communicated by e-mail and change of the posted schedule and scheduled workers are asked to check in advance of their shift.
6. Mileage will be paid for workers to drive children/youth during work. Mileage will also be paid to drive to and from the residence from their home office or home (whichever they came from) at the start and end of shift at current rate. If staff live or work more than 200 km from the location of the residence they will not be required to get a rental car for the trip. They can be paid mileage with their own vehicle instead. If a rental car is preferable, the employee can work with the Supervisor to have that arranged where available.
7. Based on child's unique situation (provided it is safe to do so), one staff can sleep on the overnight shift at a time when children/youth are asleep provided required tasks have been completed. Safety planning and instruction will be provided based on the individual circumstances of the child/youth.
8. Emergency care setting will be double staffed to ensure safety and supervision. CPI de-escalation techniques will be utilized, safety planning will be done with workers and Supervisors specific to the child/youth placed. As per normal practice, cell phones should be charged and available and incidents should be reported following Highland Shores' procedures. Shift exchange information will be relayed at the start and end of each shift.
9. Bargaining unit workers performing this work shall be provided with CPI training as mandated by the Employer, medication training, and Serious Occurrence Reporting processes.

- 10. The Employer will work with community police and essential agencies and non-berging unit staff to staff emergency care placement shifts whenever possible before assigning shifts with the bargaining unit staff. When assignment of a shift was necessary, the employer will meet with the Union within 14 days of the shift assigned to discuss the assignment of shift and look at next steps and potential adjustments.
- 11. There will be an additional Supervisor, or designate, who will oversee the operation of the Emergency Care Settings and this Letter of Understanding. The Supervisor will review trends in emergency care, which may improve the delivery of service under this Letter of Understanding. On no less than an annual basis, the Supervisor will meet with volunteers, including two (2) representatives chosen by the Union, to discuss and review such things.
- 12. Where there is a direct conflict between this Memorandum and the collective agreement, this Memorandum shall prevail with respect to emergency care setting situations covered under this Memorandum.

SIGNED at BELLEVILLE, ONTARIO, 20 day of March, 2024

ON BEHALF OF THE HIGHLAND SHORES
CHILDREN'S AID SOCIETY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2107

Executive Director or Designate

Cara Gajda
President

Comm. Treas. Member

Secretary

Committee Member

National Representative

SP/01/07 - Dec. 14, 2023

SP/01/000 - 1st - Janu. 1, 20

SP/01/000 - FINAL - February 1, 2024

JBSMP
John Smith
2024