

Collective Agreement

-between-

**Canadian Union of Public Employees
Local 7070**



-and-

Child and Family Services of Grand Erie



Term: April 1, 2022, to March 31, 2025

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ARTICLE 1 - PREAMBLE

- 1.01** The parties recognize and acknowledge the Child and Family Services of Grand Erie operates on the traditional territories of the Anishinaabe, Attawandaron, Wendat, and Haudenosaunee peoples and within the lands protected by the "Dish with One Spoon" Wampum agreement.
- 1.02** Whereas, it is the desire of the Union and the Employer to provide efficient and economical administration and services, both parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote co-operation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Child and Family Services of Grand Erie, in the Counties of Brant including Mississaugas of the Credit First Nation, the City of Brantford, the County of Haldimand, the County of Norfolk, save and except the Financial Analyst, Quality Assurance personnel, Supervisors/Managers, persons above the rank of Supervisor/Manager, Executive Assistant to the Executive Director, Administrative Assistants to the Directors of Services and Administration, Information Services Coordinators/Technicians, Human Resources Coordinators/Consultants, lawyers, and casual or temporary employees hired, through a service or employment agreement, to support a specific time limited plan.
- 2.02** The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit described above.
- 2.03** No member of Management or other employees excluded from the bargaining unit under 2.01 shall perform the duties of positions performed by employees covered by this Agreement with the effect of causing a layoff.
- 2.04** No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Union, or their respective representatives which conflicts with the terms of this Agreement.
- 2.05** It is understood and agreed between the parties that Indigenous children and families will be served wherever possible by Indigenous employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, transfer, promote, demote, layoff and suspend, or otherwise discipline employees providing that a claim of discriminatory promotion or demotion or a claim by an employee who has completed their probationary period has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
- c) make and alter from time-to-time rules and regulations to be observed by the employees;
- d) generally, to manage the affairs of the Employer and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in the Agreement.
- e) Where a decision is made by the Employer affecting a group of employees regarding policies and procedures, the Union President shall be notified by the Executive Director or designate as soon as is practicable, but in any event, no less than five (5) working days prior to the decision being implemented;
- f) Where changes in the working personnel are implemented, i.e., hiring, layoffs, recalls, terminations, transfers and redundant positions and such other notification as contained in this Agreement, the Executive Director or designate shall notify the Union President as soon as it is practicable.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

4.01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee or individual for any reason prohibited by the *Ontario Human Rights Code*, as amended, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability.

4.02 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, or designate, the President of the Union, or designate and the Recording Secretary, unless otherwise provided herein.

4.03 The Employer recognizes its obligation under the *Ontario Human Rights Code* to consider requests for accommodation in good faith, to accommodate the needs of employees up to the point of undue hardship, and to do so in a timely way where

reasonably practicable.

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

The parties recognize the obligation under the *Ontario Human Rights Code* of persons with accommodation needs to inform the Employer of their needs, assist in obtaining the required information related to the accommodation needs, and cooperate with the Employer to facilitate their accommodation.

- 4.04** The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by the reason of membership/activities within the Union or that of any dependent of the employee, or for exercising their rights under this Agreement.

ARTICLE 5 - UNION MEMBERSHIP/DUES

- 5.01** The Employer agrees that all present employees shall remain, and new employees, shall become, members of the Union when they commence employment.
- 5.02** The Employer agrees to supply each employee with a copy of this Agreement and acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment as set out in this Agreement. The Employer shall notify the Union in writing of the name, classification, and salary of all new members of the bargaining unit as soon as possible after the date of hire and will allow each new employee to meet with a Union Representative for thirty (30) minutes during the first month of employment as arranged with the employee and their Manager(s).
- 5.03** Two (2) signed originals, plus twenty (20) additional copies of this Agreement will be provided to the Secretary of Union. The cost will be shared equally by both sides.
- 5.04** In April and November of each calendar year, the Employer will provide the designated member of the Union Executive Committee, with a complete list of all bargaining unit employee names, addresses, phone numbers and classifications. This list will include any home address, home phone number and cell phone number provided to the Employer by the bargaining unit employees. The Union agrees to indemnify and save the Employer harmless for the release of the aforementioned information.
- 5.06** Each employee shall have access to their own personnel file by appointment with the Human Resources Department.
- 5.07** The Employer shall deduct from every bargaining unit member covered by this Agreement any dues, initiations, or assessments as advised by the Union. The Employer shall deduct the regular Union dues of a member on a bi-weekly pay period basis. The Employer will forward such remittance prior to the 15th of the following month in which

the deductions are made to the National Secretary-Treasurer of the Canadian Union of Public Employees along with a monthly statement listing bargaining unit employees and dues deducted. That list will be provided to the Union as well. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- 5.08** The Employer agrees to establish and maintain policies and procedures that ensure the protection of employees from workplace harassment including a procedure to redress matters arising from workplace harassment without reprisal or threat of reprisal.

ARTICLE 6 - UNION COMMITTEES AND STEWARDS

- 6.01** The Employer agrees that committee members shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. It is understood that a steward has regular work to perform on behalf of the Employer and that such employee will not leave work without first obtaining permission from a supervisor or supervisor designate, which shall not be unreasonably withheld, and shall explain the reason for the proposed absence. Upon resuming work, such employee will report to the supervisor or supervisor designate.

- 6.02** Any member of the Union Committees, as outlined in this Article, shall have the right of attending meetings with the Employer at the request of either party without loss of remuneration subject to the following conditions:

- i) such business must be between the Union and the Employer;
- ii) the time shall be devoted to the prompt handling of said business;
- iii) the Employer reserves the right to limit such time if the time so taken is unreasonable.

6.03 NEGOTIATING COMMITTEE

The Union may establish a Negotiating Committee composed of six (6) representatives whose function shall be to negotiate renewals of this Collective Agreement. Members of the Negotiating Committee shall suffer no loss of pay during regular working hours while attending at meetings with the Employer for negotiations up to Conciliation. It is understood that when the parties continue negotiations past the end of a regular working day, including conciliation, members of the negotiating committee shall be credited with flex time for each hour spent that extend after regular working hours.

6.04 GRIEVANCE COMMITTEE

The Union may establish a Grievance Committee and shall provide the names of the committee to the Employer. No more than three (3) committee members may attend any given Grievance Meeting with the Representatives of the Employer, and the Union shall notify the Executive Director or designate in writing of the names of the members of the Grievance Committee attending and any change thereto before the Employer

shall be required to recognize them. The Union may have the services of a Representative of the Canadian Union of Public Employees to assist in the hearing of grievances, as provided under the terms of this Agreement, at arbitration and at negotiations.

Members of the Grievance Committee shall suffer no loss of pay during the regular working hours when servicing grievances.

6.05 UNION/MANAGEMENT COMMITTEE

During the term of this Collective Agreement, the Employer agrees to meet with a Committee of the Union, consisting of no less than five (5) employee representatives and no less than five (5) management representatives, at least ten (10) times per year, unless agreed otherwise, or at such other times as both parties may agree. Meetings will be at a time agreed upon between the representatives of the Union and the Employer.

Chairs for the meeting will alternate between union and management. Minutes will be taken of the meeting and distributed to all members. Any changes in the minutes will be noted in the beginning of the next meeting. The recording of the minutes shall alternate each meeting between the Union and Management.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 GRIEVANCE PROCEDURE

For the purposes of this Agreement, a grievance shall consist of any complaint alleging that the provisions of this Agreement have not been complied with or an allegation by an employee that they have been unjustly dealt with by the Employer under this Agreement. It is the mutual desire of the parties that complaints of employees shall be addressed as promptly as possible.

7.02 COMPLAINT STAGE (VERBAL)

An employee shall take up any complaint (verbally) with the employee's immediate supervisor within five (5) working days of the event upon which the complaint originated. The employee may, if the employee wishes, be accompanied by the Steward. The immediate supervisor shall give a verbal reply within two (2) working days.

7.03 GRIEVANCE STAGES (WRITTEN)

Step 1

If not satisfied at the Complaint Stage (Verbal) in Article 7.02, an employee shall take up any grievance directly with the employee's supervisor, using the prescribed form, within three (3) working days of having received the reply from the supervisor as per Article 7.02. The employee may, if the employee wishes, be accompanied by a Union

Steward. The employee's supervisor shall give a written reply within three (3) working days.

Step 2

Should an employee not be satisfied with the reply under Step 1, the grievance may within a further three (3) working days be submitted in writing to the Executive Director, or designate, who shall arrange an interview within three (3) working days, with the grievor, with the Union Steward in attendance. There may also be a representative of the Union present if requested by either party. At this meeting, the grievance will be discussed. The Executive Director or designate will give the decision in writing within three (3) working days following this meeting, with a copy to the Union Steward.

7.04 GROUP GRIEVANCE

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

7.05 POLICY GRIEVANCE

Either party shall have the right to process a Policy Grievance in the case of any difference arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of this Agreement, and such grievance may be presented by either party commencing at Step 2.

7.06 A claim by any employee who has completed the probationary period (and any probationary period extension) that the employee has been unjustly discharged or suspended, shall be treated as a grievance if a written statement is lodged at Step 2 of the grievance procedure within five (5) working days after the discharge or suspension is affected. Such special grievance may be settled under grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing or suspending the employee;
- b) reinstating the employee with full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

7.07 All time limits referred to in the grievance procedure are mandatory. Section 48 (16) of the Ontario *Labour Relations Act* shall not apply to the grievance procedure. The time limits provided under the grievance procedure may only be extended by mutual agreement of the parties and any such agreement shall be confirmed in writing.

7.08 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee or employees

concerned.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01** Where a grievance which has been properly carried through all the steps of the grievance procedure, outlined in Article 11 above, and has not been settled, the Union or the Employer may, in writing, refer the grievance to a single Arbitrator within twenty (20) working days of the receipt of the decision at Step 2 of the grievance procedure.
- 8.02** No person may be appointed as a single Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless agreed to by the Employer and the Union.
- 8.03** The decision of a single Arbitrator, constituted in the above manner, shall be final and binding on both parties and any employee concerned.
- 8.04** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.05** The Arbitrator shall not be authorized to alter, amend, add to, substitute, subtract from or modify any of the terms of this Agreement, nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for grievance under this Agreement.
- 8.06** The proceedings of the Arbitrator will be expedited by the parties thereto and the decision of the Arbitrator will be final and binding upon the parties thereto and the employees concerned.
- 8.07** **MEDIATION**

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within twenty (20) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The Mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The Mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a Mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

- 8.08** Each of the parties hereto will jointly bear the expenses of the Arbitrator and/or Mediator.
- 8.09** The time limits set out in the arbitration procedure are mandatory and failure to strictly comply with such time limits shall result in the grievance being deemed to have been

abandoned. The time limits provided under the arbitration procedure may only be extended by mutual agreement of the parties and any such agreement shall be in writing.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- 9.01** Where a supervisor intends to hold a disciplinary meeting, the supervisor shall notify the employee that the meeting shall occur the following working day, or immediately provided that the employee is able to have their Union Representative present. The outcome of any such meeting shall be documented, and copies forwarded to the employee, their personnel file, and the Union.
- 9.02** An employee who has completed the probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Steward and such reason shall be put in writing and sent to the employee within five (5) working days.
- 9.03** In cases of suspension or discharge, evidence shall be limited to the grounds stated in the suspension or discharge notice to the employee, except for material evidence not known to the Employer at the time of notice and pertaining to the grounds stated in said notice.
- 9.04** When a supervisor reprimands an employee and where such reprimand may result in the demotion, suspension, or dismissal of the employee, the reprimand shall be made in private, and the employee being reprimanded shall have a representative of the Union present. An employee who has been reprimanded shall be provided in writing the particulars which caused the reprimand, and a copy shall be provided to the Union Representative. Such reprimand shall remain on the employee's record for a period of eighteen (18) working months. Such reprimand shall be removed from an employee's record after eighteen (18) working months, provided there has been no repeat of a similar incident upon which the original reprimand was based.

9.05 PERFORMANCE EVALUATIONS

The Performance Evaluation of an employee is for the purpose of improving the Employer's overall level of service to its clients and the community and is designed to identify each employee's strengths and weaknesses together with addressing plans regarding the employee's future work performance and professional development. Every employee is subject to no more than one (1) performance review per calendar year, with the exception of employees who were in a probationary period during the calendar year or if the employee changed jobs in the calendar year or as mutually agreed, in accordance with Employer policy and procedure. Work plans shall not replace the performance evaluation.

In the event an employee does not successfully complete their performance evaluation, the following procedure shall apply:

- a) the employee shall first follow Employer policy as to discussion and review;
- b) if the matter is not resolved satisfactorily to the employee, such employee may file a grievance in accordance with the terms of the Collective Agreement at Step 2. The scope of such a grievance shall be limited to determining whether or not the Employer inconsistently applied the performance evaluation techniques as determined by the Employer;
- c) in the event the grievance proceeds to Arbitration, the powers of the Arbitrator or Board of Arbitration shall be limited to the scope of the grievance as set out above.

Employees shall receive an annual increment adjustment effective on the employee's anniversary date or such adjusted date, up to the maximum of the employee's salary grid.

- 9.06** The Employer recognizes that the employee is entitled to and shall have a union representative, as chosen by the Grievance Officer, present during any investigation meeting.

ARTICLE 10 - SENIORITY

- 10.01** Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall; providing the most senior employee is able to meet the normal requirements of the job in question.

In keeping with Article 11, seniority as herein defined will be given preference where the factors: qualifications, skills, ability, experience, training are equal.

Note: employees working 24 hours per week, or more are considered full-time employees in regard to accrual of seniority. Employees working less than 24 hours per week will be pro-rated.

10.02 SENIORITY LIST

After the satisfactory completion of the probationary periods noted in Article 10.04, the employee's name shall be added to the seniority list and seniority shall be effective from the most recent date of hire to the Employer in a bargaining unit position.

The Employer shall maintain a master seniority list showing the date upon which each employee's service commenced and current seniority years of service accrued as at the date of list generation. The Employer shall prepare and post electronically the seniority list and email the list to the Union as of April 1st and November 1st of each year. If an employee does not challenge the position on the seniority list within the first ten (10) working days from the date the list is posted, provided the employee is at work when the list is posted, then the employee shall be deemed to have proper seniority standing. In the event the employee is not at work, the employee must notify the Employer in

writing of the disagreement with the accuracy of the seniority date within ten (10) working days from the date the employee returns to work. The Employer shall deem the list to be correct if it fails to receive notification of any errors. If there is an error in the seniority list after the ten (10) working day period and the employee advises the employer, the seniority list will be corrected upon the next date of the seniority list being posted. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the Executive Director, or designate.

10.03 RECOGNITION OF SENIORITY

For employees hired prior to April 1st, 2022, seniority for the period prior to April 1st, 2022, is based on their seniority up to and including March 31st, 2022, with the Employer's predecessors as agreed to by the Employer and Union and set out in Appendix B – Predecessor Seniority Guidelines.

For employees hired on or after April 1st, 2022, seniority will be recognized from the date of first hire with the Employer.

Effective April 1st, 2022, recognized seniority for all employees for the period from April 1st, 2022, excludes any period in which the employee:

- was employed in a managerial position with the employer, outside of the bargaining unit;
- had a break in employment service with the employer;
- was on an unpaid leave of absence from the Employer (subject to the provisions of the *Employment Standards Act, 2000, Workplace Safety and Insurance Act*, or other applicable legislation) for more than thirty (30) days; or
- was on a long-term disability leave.

Upon the completion of the probationary period, a new employee shall be granted seniority for all hours worked in a prior contract position with the Employer, provided that the contract ended less than twelve (12) months prior to the employee commencing employment in the bargaining unit position and there has been no break in service.

10.04 PROBATIONARY PERIODS

The probationary period for newly hired staff is as follows:

1. Direct service staff, which shall include but not be limited to Child Protection Workers, Access Facilitators, Protection Support Workers: nine (9) months from date of hire, or six (6) months after successful completion of the Authorization Candidacy Examination (ACE) (for Child Protection Workers only), whichever period is longer. the Employer may, in extenuating circumstances, extend the probationary period for an additional three (3) months with the written agreement

of the Union.

2. Clerical and other staff: four (4) months from date of hire.
3. The Employer may, in extenuating circumstances, extend the probationary period for an additional one (1) month with the written agreement of the Union. Said employees shall be notified of the probationary period extension in the presence of a Union representative.

Upon the completion of the probationary period and any probationary period extension, the new employee shall be granted seniority for all hours worked during the probationary period including any in a prior contract position with the Employer, provided that there was no break in service with the employer.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except where expressly restricted.

10.05 LOSS OF SENIORITY

Seniority rights shall cease, and an employee's employment shall be deemed terminated for any of the following reasons:

1. if the employee resigns;
2. after eighteen (18) consecutive months of layoff;
3. if the employee is discharged and the discharge is not reversed through the grievance procedure;
4. if an employee has been absent from work in excess of three (3) working days without sufficient cause or without notifying the employee's immediate superior, unless satisfactory reason is given, subject to the Ontario *Human Rights Code*;
5. if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail or notification delivered by courier to the last known address on the Employer's records, to report for work and does not give a satisfactory reason;
6. if an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
7. upon retirement;
8. the employee is on Workplace Safety and Insurance Board full-time benefits for a period of longer than three (3) continuous years, subject to the Ontario *Human Rights Code*;

9. the employee is in receipt of compensation under the Long-Term Disability Plan for a period of longer than two (2) continuous years, subject to the *Ontario Human Rights Code*.

10.06 RETAINING SENIORITY

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- a) when on layoff for a period of up to eighteen (18) months;
- b) when on an approved leave of absence, with the exception of pregnancy and parental leave granted in accordance with Article 18, for a period longer than thirty (30) calendar days; or
- c) when an employee is promoted to a position outside of the bargaining unit, for a period of not more than twenty-four (24) months.

10.07 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) when on authorized employer paid sick leave;
- b) when on Workplace Safety and Insurance Board full-time benefits that do not exceed three (3) continuous years;
- c) when on pregnancy and parental leave granted in accordance with Article 18 or any other applicable leave of absence under the *Employment Standards Act, 2000*; or
- d) when on approved leave of absence that does not exceed thirty (30) calendar days.

10.08 TRANSFERS OUTSIDE OF BARGAINING UNIT

No employee shall be appointed or seconded to a position outside the bargaining unit without consent. An employee accepting a vacancy outside the bargaining unit will retain seniority acquired at the date of leaving the unit for a period not exceeding twenty-four (24) months during which time the employee shall have the option of returning to the bargaining unit. No employee, having completed an appointment of twenty-four (24) months outside the bargaining unit shall be reappointed outside the bargaining unit for a twenty-four (24) month period. If an employee returns to the bargaining unit, the employee shall be placed in an equivalent job within the job classification provided they are able to meet the regular duties of the job. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 11 - JOB POSTINGS

11.01 JOB POSTINGS

The Employer shall post notices of permanent bargaining unit vacancies and vacancies for temporary contract personnel to fulfill bargaining unit roles for known terms exceeding three (3) months which are covered by this Collective Agreement electronically to all employees.

The posting will be open to internal employees for a period of five (5) working days. The notice shall include the nature of the position, required knowledge and education, ability, and skills, anticipated start date, or actual start date, whichever is sooner and salary level as well as range within the level.

While job postings may be posted externally and internally simultaneously, eligible internal applicants shall have an opportunity to apply and be considered for the vacant position before external applicants are considered. Written applications received from such eligible employees by the closing date and time specified on the posting shall be acknowledged in writing within three (3) business days of the posting close.

It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months from the anticipated start date, or actual start date, whichever is sooner, with the exception of part-time or contractual employees with the opportunity to move into a full-time or permanent position.

If an employee is on a leave of absence when a temporary position is posted, the employee may only apply to the posting if the employee is prepared to return to work at the anticipated start date of the position.

Following the selection and notification to the successful applicant, all other applicants shall be advised of the Employer's decision. All unsuccessful internal interviewees upon request may discuss with management and/or a member of the interview team, if the manager was not a member of this interview team, how to improve future career planning options.

The first two (2) permanent vacancies created by the filling of the posted initial permanent vacancy shall be posted in addition to the posting of the initial permanent vacancy in accordance with the above procedure.

For the purposes of clarity temporary contract personnel will be considered as applicants from outside the bargaining unit for any permanent vacancies that arise under Article 11 of the Agreement.

11.02 QUALIFICATIONS

a) Should job qualifications be changed by the Employer, bargaining unit members

will be deemed qualified for current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.

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

11.03 INTERNAL EMPLOYEE SELECTION CRITERIA

In the case of permanent promotions or transfers, the following factors will apply:

- a) qualifications, skills, and ability
- b) experience and training
- c) seniority

Seniority as herein defined will be given preference where factors (b) and (c) are equal.

11.04 TRIAL PERIOD

An employee who is selected for a permanent job shall be given a trial period of up to thirty (30) working days. At any time during the trial period if either the Employer or the employee determine that the employee is unable to perform the job or cannot meet the requirements of the job, or should the employee choose to do so, the employee shall revert to the former position without loss of seniority. It is understood that other employees who have been transferred shall be required to return to the former position in the event of an unsuccessful trial period.

- 11.05** The Employer and the Union understand that providing culturally safe and appropriate services to the community is paramount and increasing staff diversity is vital in order to provide the best possible service to the children, youth and families in our community. As such, from time to time the Employer may, designate job postings to be filled by a candidate from an equity deserving group. The Employer will notify the Union of its intention to designate a job posting for an equity deserving group and will identify such criteria on the job posting.

ARTICLE 12 - TERMINATION, LAYOFF AND RECALL

12.01 DEFINITION OF LAYOFF

Layoff is defined as a reduction in the workforce complement or an involuntary reduction in hours which results in a reduction in earnings of the type and extent described in the *Employment Standards Act, 2000*.

For clarity, there is no layoff if a reduction is offset by the Employer exercising its discretion to transfer the employee to another position without posting or competition. Where layoffs are to occur, the parties agree to convene a Union/Management Committee meeting in order to attempt, by mutual agreement, to determine how the layoff will be effected. If no such agreement is reached, the provisions of this Article will apply.

12.02 LAYOFF PROCESS

In the event of a layoff, the Employer shall identify the classification in which the layoff will occur. For the purposes of this article, the five (5) "classifications" shall be:

- a) Child Protection Workers;
- b) Youth Services Workers, Child Development Workers, and Family Visit and Support Workers;
- c) Clerical Support, which is comprised of Legal Assistants, Disclosure Clerks, Finance, Records Clerk, Access & Drive Coordinators, Program Assistants and Volunteer Coordinator;
- d) Maintenance worker;
- e) Drivers.

12.03 In the event of a layoff, employees in the classification shall be laid off in the reverse order of seniority, providing that the remaining employees in the classification possess the required qualifications and are able to meet the regular duties of the available jobs.

If a layoff results from the reduction of a position in a department, where possible, the Employer shall first transfer the least senior employee in that department whose position is paid at the same level in the Salary Scale into the position of the laid-off employee, providing that the transferred employee is able to meet the regular duties of the job.

The Employer will not employ temporary or contract employees in the classification of an employee who is laid-off if the laid-off employee is able to meet the normal requirements of the available temporary or contract job(s).

12.04 ORGANIZATIONAL CHANGES

The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined that there will be a reduction in bargaining unit employees and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members. The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans. The Employer and the Union will

continue to meet on an ongoing regular basis to minimize impact on service.

It is understood and agreed that the layoffs resulting from decreased caseloads are not organizational changes.

12.05 PERMANENT LAYOFF

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

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

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

The Employer agrees to pay its share of premiums for group insurance plans for the first two (2) months following the month of layoff. Laid off employees will pay their share of such premiums from final wages. In the event of a longer layoff, and not exceeding six (6) months, employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

12.06 RECALL

In the event of an increase in staffing in a classification, employees laid off from that classification shall be recalled first in reverse order of layoff. If the available positions are not filled in accordance with the foregoing, employees laid off from other classifications shall be recalled in reverse order of layoff. No recall will be made unless the employee in question has the required qualifications and is able to meet the normal requirements of the available job.

12.07 The Employer recognizes the benefit of providing job security within the workplace. The Employer will provide employees with adequate on-the-job training and personal development to equip Union members for further employment opportunities within the agency.

12.08 CONTRACTING OUT

In order to effectively manage, and contain costs within the agency, the Employer may from time-to-time sub-contract with an agent outside the agency. Before sub-contracting outside the agency, the Employer will convene a Union/Management Committee meeting to explore every other option available prior to the layoff of any bargaining unit member.

When the Employer plans to sub-contract outside the agency, the Employer will notify the Union in advance, in writing, concerning the proposed sub-contracting. Should the Union desire further clarification/discussion, the Management's plan will be placed on the next Union/Management Committee agenda.

The Union/Management Committee will review the economic feasibility of the planned sub-contract work remaining with the bargaining unit, prior to the issue of any layoff notice.

12.09 RESIGNATION

All staff must provide one (1) month's notice, in writing, of termination of employment. Any vacation balance owing the employee shall not be considered part of the notice period.

12.10 In the event of a layoff, an employee in any job classification in Article 12.02 shall be deemed qualified in the job classification they were in prior to layoff for the purpose of exercising seniority in that job classification/category.

ARTICLE 13 - HOURS OF WORK

13.01 The regularly assigned hours shall be a total of seventy (70) hours in a two-week period, Monday to Friday inclusive.

Regular assigned hours of work shall be in accordance with the office hours as determined by Management from time to time. Individuals may be assigned hours of work outside the office hours as determined by Management from time to time by mutual consent in writing of the employee concerned and the employee's Manager.

13.02 The normal hours of work shall be from 8:30 a.m. to 4:30 p.m. with 1-hour unpaid lunch, from Monday to Friday inclusive, or other hours by mutual consent.

It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be or construed to be a guarantee as to the hours of work per day or as to the hours of work per week.

13.03 All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of the working day.

13.04 All Staff may reschedule their working hours and/or working days according to the demands of their job, except where the usual hours of employment are a pre-condition of employment. Such a special working schedule can be arranged by staff in consultation with the supervisor.

ARTICLE 14 - OVERTIME

14.01 All time worked beyond an employee's seven (7) hours per day will be considered as overtime pursuant to the following:

1. Planned Overtime/Flex Time

Planned overtime is time worked in excess of seven (7) hours in a workday which is scheduled in advance and is pre-approved by the employee's supervisor or designate. Such overtime shall be compensated as compensatory time at one (1) hour for one (1) hour basis to be taken off at a mutually agreeable time as outlined in Article 14.02.

Authorized work performed on a paid holiday as defined in Article 15 of this Agreement shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate in addition to any holiday pay to which they may be entitled.

2. Emergency Overtime

Emergency overtime is time worked in excess of seven (7) hours per day which is deemed to be an emergency by the employee's supervisor or designate and is not considered the responsibility of the After-Hours worker. Such overtime shall be compensated as compensatory time at the rate of one and one-half (1 ½) hours for each one (1) hour worked. Employees will make every effort to receive authorization prior to working overtime.

14.02 Employees required to work in excess of their normal hours of work per two-week period will be compensated according to Article 14.01 with such time to be paid out to the employee at the employee's regular rate as per the employee's request or to be taken within sixty (60) calendar days of it having been earned. If the Employer does not permit an employee to take such time within the aforementioned period of sixty (60) calendar days, the employee shall consult with their supervisor and request that the time be taken within a further sixty (60) calendar days. If the Employer does not permit the employee to take such time within the aforementioned period of one hundred and twenty (120) calendar days, the time shall be paid out to the employee at the employee's regular rate.

- 14.03**
- a) All pre-approved time worked by an employee on a Saturday will be considered as overtime pursuant to Article 14.01 #1 (Planned Overtime/Flex Time).
 - b) All pre-approved time worked by an employee on a Sunday will be considered as overtime pursuant to Article 14.01 #2 (Emergency Overtime).
 - c) All unplanned or emergency time worked by an employee on a Saturday will be considered as overtime pursuant to Article 14.01 #2. (Emergency Overtime). Employees will make every effort to receive approval by the employee's supervisor

or designate.

14.04 An employee who is temporarily assigned, by their Manager, to perform all of the duties and responsibilities of a higher paid job category for more than three (3) hours shall receive the salary in the salary range for the higher job category which is next highest to their salary for all consecutive hours worked in the higher classification.

ARTICLE 15 – PAID HOLIDAYS AND OBSERVANCES

15.01 All employees shall receive the following holidays at their regular rate of pay:

New Years Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Boxing Day

Plus, any newly proclaimed holiday by the Federal or Provincial Governments, plus any municipal holiday which is recognized as a paid holiday by the Employer.

One (1) float day to be taken within the calendar year and upon mutual agreement between the employee and their supervisor.

Should New Year's Day, Christmas Day, Boxing Day, or Canada Day fall on other than an employee's regular working day, and if it is not proclaimed or observed on a regular working day, the employee shall be entitled to one day of holiday with pay for that day at a time mutually agreed by the employee and their Manager.

New Year's Eve Day – The Employer will close at 12:00 p.m. on New Year's Eve Day and all employees working that day will be paid for the remainder of the workday. If New Year's Eve Day falls on a Saturday or Sunday, a half-day free from work will not be paid or substituted.

15.02 CULTURAL HOLIDAYS

In recognition of the organization's commitment to multiculturalism, and recognizing the cultural diversity amongst the employees, the Employer agrees that:

- a) employees who want to celebrate cultural/religious/observance days other than already outlined in Article 15.01, can request to work all or part of the period during Christmas and New Year's.

In recognition of the Employer's commitment to its Statement of Reconciliation and in recognition of the traditional land of Indigenous peoples on which the Employer conducts its operations, this clause will apply to any staff who want to celebrate

National Indigenous Peoples Day.

- b) employees making this request may work in their regular positions during this time period or may be considered part of the After-Hours reduced workforce.
- c) compensation for working during this time shall be on a day for day basis.
- d) requests to work during this period must be made in writing to the Manager, stating how many days will be worked and which cultural days will be taken off in lieu no later than March 31st of each year.

Requests shall not be unreasonably denied.

15.03 In the event that a paid holiday falls within an employee's vacation period, the employee will have the option of being granted an extra day vacation at a time mutually agreed upon or pay therefor at the employee's regular hourly rate of pay.

15.04 When any of the above holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, or if December 24 or December 31 falls on a Saturday or Sunday, a day off in lieu thereof shall be granted by mutual agreement.

15.05 FLOAT DAYS

Float Days are granted based on credited service as follows, to be taken within the calendar year, and upon mutual agreement between the employee and their supervisor:

Years of Service	Float Days
After 1 Year	2 days
After 10 Years	5 days
After 20 Years	6 days

Entitlement will be pro-rated for any employee working less than 1.0 FTE.

15.06 All employees shall receive the day free from their normal work functions with the equivalent of the employee's basic salary rate for one (1) day for National Day for Truth and Reconciliation with goal of creating space for reflection, observance, and/or participation in truth and reconciliation activities on September 30th each year. If the National Day for Truth and Reconciliation falls on a Saturday or Sunday, an employee who:

- a) would otherwise have been scheduled to work on such day shall have the day free from the employee's normal work functions with pay under Article 16.06.
- b) was not scheduled to work on such day shall have a substitute day free from the employee's normal work functions with pay under this Article 16.06. The substitute day off will be designated by the Employer.

ARTICLE 16 – VACATION

16.01 VACATION ENTITLEMENT

All employees shall receive annual vacation with pay in accordance with credited service. Entitlement will be determined each calendar year according to the anniversary date of each employee.

Vacation	Weeks	Days	Hours
After 1 year	4	20	140
After 5 years	5	25	175
After 10 years	6	30	210
After 20 years	7	35	245

Entitlement will be pro-rated for any employee working less than 1.0 FTE.

Notwithstanding this Article 16.01, former employees of BFACS who, at the date of ratification of this Collective Agreement expiring March 31, 2025, have between 15 and 19 years of service and have a current entitlement to seven (7) weeks of vacation shall maintain their seven (7) week vacation entitlement as it previously existed under the BFACS collective agreements that expired on March 31, 2022.

16.02 VACATION PROCESS

In the selection of dates for vacation leave, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. The vacation schedule shall, in the event of a conflict of preference between the employees, be determined by seniority status of the employee, subject to the Employer's commitment to maintain the service.

Vacation requests must be submitted in accordance with the following schedule:

Vacation Submission Date	For Vacation Period
November 15 th	January 15 – September 30
May 15 th	October 1 – January 14

Maximum of 3 weeks vacation during the summer peak period (June 15 - September 15) will be approved at the November 15th interval, subject to coverage requirements.

For those who wish to request an additional week (4th week) in the summer peak period, the request must be made by April 1st and approval will be subject to coverage requirements. An employee will not be entitled to more than 4 weeks of vacation in the summer peak period.

Requests submitted in accordance with the above will be approved within fourteen (14) days of the submission deadline. For requests submitted in accordance with the above,

full-week vacation requests will be given priority. If requests are not submitted in accordance with the above schedule, seniority will not govern and will be handled on a first-come, first-served basis at any time following the approval date.

- 16.03**
1. An employee shall be credited with their vacation credits for each year on the first day of January in the year.
 2. An employee commencing employment during a year shall be credited at that time with their vacation credits as calculated in 16.01 above for an employee after one year of service but on a pro-rated basis for the balance of that calendar year but shall not take vacation until the employee has completed six (6) months of continuous service.
 3. An employee who has completed six (6) months of continuous service may with approval take vacation to the extent of their vacation credits allotted and their accumulated vacation credits shall be reduced by the vacation credits taken.
 4. Where an employee leaves the employment prior to the completion of six (6) months of service, the employee is entitled to vacation pay at the rate of four percent (4%) of the earnings of the employee during the period of employment.
 5. An employee who has completed six (6) or more months of continuous service shall be paid for any unused vacation credit at the date the employee ceased to be an employee in an amount computed in accordance with the rate of the employee's last regular salary.
 6. Where an employee ceased to be an employee there shall be deducted from their accumulated vacation credits an amount in respect of the whole month remaining in the year after the employee ceased to be an employee computed as the rate set out in Article 16 as the case may be.
 7. Vacation taken in excess of the vacation credits to which an employee is entitled on the date the employee ceased to be an employee shall be deducted from the amount paid to the employee on their final pay cheque.
 8. Vacation credits shall continue to accumulate while an employee is on approved and medically certified pregnancy leave and/or parental leave under the provisions of Article 18 and Employer paid sick leave under provisions of Article 17 and on Worker's Compensation under the provisions of Article 17. Notwithstanding the above, vacation credits shall not continue to accumulate while an employee is on approved and medically certified pregnancy leave beyond the provisions of the *Employment Standards Act, 2000*.
 9. Vacation credits shall not accumulate during the period an employee is on any other authorized personal leave of absence under the provisions of Articles 18.

16.04 For the purpose of calculating vacation day credits under this Article, it is agreed and understood that:

1. employees who are hired or return to active employment prior to the 15th of the month shall accrue one (1) vacation day credit for such month. Employees who resign, are terminated, laid off or retired prior to the 15th of the month shall accrue one-half (1/2) vacation day credit for such month.
2. employees who are hired or return to active employment after the 15th of the month shall accrue one-half (1/2) vacation day credit for such month. Employees who resign, are terminated, laid off or retired after the 15th of the month shall accrue one (1) vacation day credit for such month.

16.05 VACATION CARRYOVER

It is understood that the vacation entitlement shall not be cumulative and must be taken within the calendar year in which it is earned unless circumstances have prevented the employee from using vacation entitlement in the calendar year in which it is earned. In that case, the employee and supervisor will develop a plan for the employee to use any vacation carryover by March 31st of the following vacation year.

16.06 Part-time employees who transfer from part-time to full-time shall be credited with vacation entitlement on the basis of 1,820 hours equals one (1) year of service. The date of transfer to full-time employment will be the date used to calculate years of service as a full-time employee.

16.07 SICK DURING VACATION

When an employee is hospitalized or has an illness of three (3) days or more with a doctor's certificate during their vacation leave, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The days of sick leave taken will be deducted from their sick leave bank according to Article 17.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave means the period of time an employee is absent from work, with payment outlined in 17 due to illness, quarantined by authority of a medical officer or as a result of an accident from which compensation is not payable under the *Workplace Safety Insurance Act, 1997*.

Employees may have time off work without loss of pay for medical and dental appointments and such time will be deducted from any sick leave bank. Employees shall make every effort to make arrangements in advance for such time off by the employee with their supervisor. Use of appointments for sick time will be in hourly increments.

Regulations:

- a) After five (5) consecutive days absence caused by illness, the Employer may request a medical certificate from the employee's treating professional and the cost of the medical documentation will be paid by the Employer. In the event of an extended illness, the Employer may require additional medical documentation of continued inability to work.
 - b) Prior to returning to work after a medical leave, employees may be requested to obtain a medical certificate of fitness to return to work and the cost of the return-to-work medical documentation will be paid by the Employer.
 - c) When employees are on an extended sick leave, and the employee's date of return is not definite, they must advise their supervisor or Human Resources when they will be returning to work as soon as possible or at least five (5) days before their return.
 - d) Employees shall be allowed to utilize their sick leave bank for illness, injury, or appointment with respect to their partner, child, stepchild, or parent to a maximum of six (6) calendar days per year.
 - e) Employees who are unable to attend work as a result of a work-related accident or illness shall be eligible to take sick leave until such time that the employee's claim for WSIB benefits is approved. It is agreed that any sick pay provided to an employee pending approval of a WSIB claim is considered to be an advance on the WSIB benefits. The employee's salary shall be continued and fifteen percent (15%) per day shall be deducted from the sick leave bank. The Workplace Safety and Insurance Board payments received by the employee shall be remitted to the Employer until the sick leave bank is exhausted.
 - f) Should an employee exhaust the employee's sick leave bank, the employee may request a separation certificate to qualify for the Employment Insurance sick benefit program until the employee becomes eligible for the Long-Term Salary Continuance Insurance, if applicable.
 - g) When an employee is hospitalized, has an illness of three (3) days, or bereavement leave, or any other approved leave during his period of approved time off, including vacation, float or accrued overtime, there shall be no deduction from vacation or float credits or accrued overtime hours for such absence. By mutual agreement, the period of approved time off so displaced shall either be added to the approved time off or be reinstated for use at a later date.
- 17.02** 1. Employees shall accumulate one and one-half (1½) days sick leave for each calendar month of continuous service with the Employer, eighteen (18) days per year, and may accumulate such sick leave as it is not used to a maximum of ninety (90) working days.

Upon retirement, layoff for a period longer than eighteen (18) months, or resignation after completing twenty (20) years of service, fifty percent (50%) of the unused portion of sick leave is payable to the employee up to a maximum of forty (40) paid days, subject to the following service requirements:

- Upon layoff, the above entitlement shall be paid at the conclusion of the eighteen (18) month recall period after the above layoff.
 - Upon the date of retirement, the above entitlement shall be paid.
2. For the purpose of accumulation of sick leave credits under this Article, it is agreed and understood that:
- a) Employees who are hired or return to active employment prior to the 15th of the month shall accrue one (1) sick leave credit for such month. Employees who resign, are terminated, laid off or retired prior to the 15th of the month shall accrue one-half (1/2) sick leave credit for such month.
 - b) Employees who are hired or return to active employment after the 15th of the month shall accrue one-half (1/2) sick leave credit for such month. Employees who resign, are terminated, laid off or retired after the 15th of the month shall accrue one (1) sick leave credit for such month.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.01** a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for a leave of absence is subject to reasonable notice in writing to the Executive Director or their designate and, in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline, which may include dismissal. The granting of such leave of absence shall not be unreasonably withheld.
- b) Leaves of absence will be governed by the following guidelines:
- i) Leave of absence will generally be restricted to employees having completed two (2) years of service.
 - ii) No employee will be granted leave of absence to accept or explore other employment of any nature. Notwithstanding the foregoing, the Employer in its sole discretion may grant a leave of absence to an employee for the purposes of a secondment to another Children's Aid Society or Child Welfare Agency. Approvals for secondment shall not be precedent setting.
 - iii) An employee accepting a vacancy outside the bargaining unit or secondment will retain seniority acquired at the date of leaving the unit for a period not exceeding twenty-four (24) calendar months during which time the employee shall have the option of returning to the bargaining unit. No employee,

having completed an appointment of twenty-four (24) months outside the bargaining unit shall be reappointed outside the bargaining unit for twenty-four (24) month period. If such employee returns to the bargaining unit, they shall be placed in a job consistent with the employee's seniority.

- iv) The Employer recognizes the right of an employee to participate in public affairs providing such participation does not conflict with the aims and objectives of the Employer. Upon written request the Employer may allow an unpaid leave of absence so that an employee may be a candidate in Federal, Provincial, or Municipal elections. It is understood that the term "Municipal Election" in the foregoing shall be defined as the election of municipal politicians and school board trustees.
- v) An employee who is elected to public office may be allowed an unpaid leave of absence without loss of seniority during their first term of office.
- vi) Provided the Union gives the Employer eight (8) weeks written notice in advance of the commencement of the leave, the Employer shall approve leaves of absence to a maximum of two (2) years without loss of seniority and without pay for employees to accept temporary assignments with the Union.

18.02 FULL-TIME UNION POSITION

Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the Executive Director and such renewal shall not be unreasonably withheld.

18.03 UNION DAYS

- a) The Union may apply for a leave of absence on behalf of employees without pay to attend conventions, training, secondment, seminars and/or events as delegates of the Union. The granting of such leaves of absence shall be considered by the Employer and shall not exceed five (5) working days duration at any one time and shall be limited to not more than ten (10) employees. If the granting of such request would disrupt the efficient operation of the service, the Employer may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Employer for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.
- b) In addition to the foregoing, the Union may apply for a leave of absence on behalf of Local and Unit executive members without pay to attend conventions, training, secondment, seminars and/or events as delegates of the Union. The granting of such leaves of absence shall be considered by the Employer and shall not exceed ten (10) working days duration at any one time and shall be limited to not more

than ten (10) employees. If the granting of such request would disrupt the efficient operation of the service, the Employer may refuse such request. When the Union's request for time off without pay is granted, the Union shall reimburse the Employer for the continuance of such employee on the payroll based upon an hourly rate to include benefit costs.

18.04 VOTING LEAVE

Employees shall be entitled to time off for the purposes of voting as stipulated in the *Elections Act, R.S.O. 1990*, and amendments thereto, without loss of pay, benefits or seniority.

18.05 CITIZENSHIP

An employee shall be allowed the necessary time off without loss of pay, benefits, or seniority, for a Court appearance to process the employee's Canadian Citizenship Application.

18.06 JURY DUTY AND WITNESS SERVICE

All employees who are required to serve as jurors or subpoenaed as a witness in any Court in Ontario shall be granted a leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of the employee's jury or witness service, such employee shall present to the employee's Manager a satisfactory certificate showing such period of service. Such employee will be paid the employee's regular earnings for the period of such jury or witness service, provided that the employee shall deposit with the Employer the full amount of compensation received, excluding mileage, and travelling expenses, and receives an official receipt. However, should the employee present for selection as a juror and not be selected, then the employee shall be required to return to the employee's regular employment to complete the employee's remaining normally scheduled workday. It is understood that any subpoenaed witness and the requirements thereto shall be excluded from this Article if such subpoena or witness duty has been the result of employment other than with the Employer.

18.07 In recognition of the many distinct Indigenous and various cultures and traditions present in the workplace and the importance of holistic well-being and Indigenous identity along with other cultural identities, the Employer shall make every effort to accommodate leaves of absence requested by employees for recognized Indigenous and other cultural traditions, celebrations and familial relations related to bereavement not otherwise recognized under Article 18.08.

For a distinct Indigenous celebration and/or tradition for which the majority of staff request a leave, the Employer shall, subject to operational requirements, operate at minimum staffing levels during the distinct Indigenous celebration and/or tradition.

Requests for leaves under either of the two (2) paragraphs may be granted as one (1)

of the following options:

1. Vacation
2. Flex Time
3. Leave of Absence without pay
4. Cultural Holidays (Article 15.02)

18.08 BEREAVEMENT LEAVE

- a) In the event of the death of a partner, sibling-in-law, or child, step-child, parents, sibling, grandparent, grandchild, or child-in-law, of an employee or employee's partner, the Employer agrees to grant time off and make up the employee's regular pay (computed at the employee's straight time rate), for any absence on regular working days up to a maximum of five (5) days, it being understood that the time off must be taken immediately following the death. In the event that the funeral or memorial service is held at a later date, two (2) of these days may be used for the purpose of attending the funeral or memorial service.
- b) An employee shall be granted three (3) days with pay to attend the funeral of an aunt, uncle, cousin, and child of a sibling.
- c) Employees at the discretion of the Employer, shall be allowed time off (not to exceed one-half (1/2) day) for each employee with pay to attend the funeral of a fellow employee or retired employee or to serve in a significant capacity in a funeral ceremony.
- d) If a relative identified in 18.08 a) or b) dies during an employee's vacation, the employee shall utilize the relevant bereavement leave days and the employee will be credited with the vacation days that were replaced with bereavement leave days. The credited vacation shall be scheduled in consultation with and approved by the employee's supervisor. It is agreed that the employee shall notify the supervisor of a death giving rise to bereavement leave as soon as is practical.
- e) An employee may request and shall be granted additional bereavement leave without pay for any additional period that they wish to be absent from work. This may include but is not limited to established cultural practices such as headstone moving, tribal feasts, special family bereavement and Clan or Tribal requests related to bereavement.

18.09 EDUCATION LEAVE

Education leave may be granted to an employee for the purpose of educational improvement and/or skill advancement. Such leave may be granted with or without pay or benefits at the discretion of the Executive Director, or their designate.

- a) Application in writing shall be received by the Executive Director or their designate at least six (6) months prior to when the leave begins. Applications will also be

considered for employees completing part-time studies who may require modification to their work schedules.

- b) The employee must sign an Education Agreement, at the discretion of and provided by the Employer which outlines the conditions of their Education Leave
- c) Upon returning from educational leave, the employee shall supply the Executive Director with proof or evidence, satisfactory to the Executive Director, that the employee attended and satisfactorily completed the course for which educational leave was granted.
- d) The Employer shall endeavour to return the employee to a position of comparable level of responsibility similar to the permanent position vacated before the educational leave.
- e) The Executive Director shall reserve the right to deal with each request for leave on its own merit.
- f) Seniority will continue to accrue during such leave.

18.10 EDUCATION ASSISTANCE

The Employer shall pay thirty percent (30%) for reimbursement of the tuition costs paid by an employee for the purpose of educational improvement and/or skill advancement that is relevant to the employee's current position. This amount will be paid upon proof of the successful completion of courses and tuition payment(s) made, and upon the employee providing a written commitment to return to work at the Employer for a minimum of twelve (12) months following such completion. The employee will sign an "Education Agreement" outlining the conditions under which education assistance is provided. The Employer reserves the right to limit the number of applications in a fiscal year depending upon the availability of funds.

18.11 KINSHIP CARE LEAVE

The Employer may grant up to four (4) weeks unpaid leave of absence upon written request of an employee for time off in order to attend to matters relating to the transition of a child into kinship care with the employee. It is understood that compensatory time or vacation may be used rather than unpaid leave.

18.12 GENERAL LEAVE

The Employer will grant leave of absence with or without pay, with or without benefits and with or without accrual of seniority, but without loss of seniority, provided such leave is for good and sufficient reason in the sole opinion of the Executive Director, or designate, and can be granted consistent with the requirements of the Employer. Requests shall be in writing and shall be submitted to the Executive Director, or their designate, in writing at least two (2) weeks in advance of the commencement of the

leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request cannot be granted.

18.13 RETURN FROM LEAVE

When employees have been absent due to leave of absence, and the employee's date of return was not definite, they must advise their supervisor when they will be returning to work at least one (1) week before their return.

18.14 PARENTAL LEAVE

An employee shall be allowed five (5) working days, without loss of pay, seniority or benefits, at the time of the birth of a child or the legal adoption of a child. The benefits of this Article are available to any employee who chooses not to accept the benefits under Article 18.15.

18.15 PREGNANCY/PARENTAL/ADOPTION LEAVE

Pregnancy Leave shall be in accordance with the *Employment Standards Act, 2000* as amended from time to time, and will apply to an employee who has been employed for at least thirteen (13) weeks by the Employer. Pregnancy Leave shall cover a period of up to seventeen (17) weeks. This includes the total period before and/or after the birth of a child.

Parental Leave shall be in accordance with the *Employment Standards Act, 2000* as amended from time to time, and will apply to an employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child following the birth of the child or the coming of the child into the employee's custody, care, and control for the first time. The Parental Leave period will be up to a maximum of sixty-one (61) weeks if the employee also took pregnancy leave and sixty-three (63) weeks otherwise.

The total period for the Pregnancy and Parental Leaves combined shall not exceed seventy-eight (78) weeks.

The employee will advise the Employer of the request in writing stating the date the Leave is expected to begin and the date on which the employee will return to work. Notices are to be in accordance with the *Employment Standards Act, 2000* which requires two (2) weeks written notice to begin Leave and four (4) weeks written notice of the intended date of return, unless circumstances prohibit the provision of defined notice at the commencement of the Leave. An employee who has taken Pregnancy Leave or Parental Leave shall be reinstated when the Leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position if it does not.

During Pregnancy and Parental Leaves, seniority continues to accrue, and benefits continue as outlined in Article 19.

18.16 PREGNANCY/PARENTAL/ADOPTION LEAVE TOP-UP/VACATION ACCRUAL

For employees who have completed two (2) years of service prior to their Pregnancy Leave or Parental Leave, the Employer will provide a "Pregnancy and/or Parental Leave benefit" for a maximum of ten (10) weeks of the seventeen (17) weeks of Pregnancy Leave and/or for a maximum of twelve (12) weeks of the sixty-one (61) or sixty-three (63) weeks, as applicable, of Parental Leave. The amount of this additional compensation makes up the difference between the Standard EI benefits which the employee is eligible to receive and 66% of the employee's pre-Pregnancy Leave or pre-Parental Leave salary. In order to receive this benefit, the employee must submit an Employment Insurance benefit statement to payroll and must commit to a further twelve (12) months employment with the agency. In addition, the Employer will provide the employee with the employee's vacation pay that is anticipated to accrue during the Pregnancy and/or Parental Leave and any other accrued paid vacation bank to be used as an additional Pregnancy and/or Parental Leave benefit at the option of the employee for additional weeks equivalent to the value of the accrued paid vacation. Any vacation pay remaining after the application as an additional Pregnancy and/or Parental Leave benefit shall be applied to the employee's vacation at the end of the Pregnancy or Parental Leave, whichever ends latest.

"Standard EI benefits" is defined as 55% of the employee's average weekly insurable earnings up to the EI maximum amount.

An employee may choose to receive payment for any outstanding earned vacation owed up to the date the leave begins. Such payment shall be requested by the employee and paid only after the employee's Employment Insurance benefits have been exhausted. Vacation pay will be issued at the end of the leave, and equivalent to the number of weeks of vacation owed the employee unless the employee wishes to use this time.

Notwithstanding this Article 20.16, former employees of CASHN who have two (2) years of service at the date of ratification of this Collective Agreement expiring March 31, 2025, shall maintain their pregnancy/parental/adoption leave top up entitlement as it previously existed under Article 22.08 of the CASHN collective agreement that expired on March 31, 2022.

18.17 LEAVES UNDER THE *EMPLOYMENT STANDARDS ACT, 2000*

The Employer recognizes an employee's right to Family Medical Leave, Family Responsibility Leave, and other leaves pursuant to the *Employment Standards Act, 2000*, as amended from time to time.

Any leave of absence taken pursuant to the provisions of the Collective Agreement for a purpose which would qualify it as a leave pursuant to the *Employment Standards Act, 2000* (including but not limited to Family Responsibility Leave) constitutes a greater right and benefit than the statutory leave.

ARTICLE 19 - BENEFIT PLAN

- 19.01** a) All employees shall, as a condition of employment, participate in the Ontario Municipal Employee's Retirement System (OMERS) integrated with the Canada Pension Plan. Payments will be made jointly by the Employer and the employee on an equal basis.
- b) The Employer shall advise all employees who apply for a Leave of Absence, of their option to buy back OMERS service and the requirements of the plan, should the employee wish to participate. Upon return to employment, deductions shall be made in equal bi-weekly amounts and as prescribed by OMERS regulations including time limitations unless other payment arrangements have been approved by the Employer.

19.02 The Employer agrees to pay 100% of the premium costs for the following benefits for each eligible employee and eligible dependents of employees. All benefits will be subject to the terms and conditions of the governing master insurance policy. Eligible employees are those who have been continuously employed by the Employer in a permanent position for three (3) months. The parties agree that the reinstatement of any benefit delisted by the government from the provincial health insurance plan will not result in the duplication of coverage for services under the extended health care plan.

- a) **Semi-Private Hospital Coverage:** 100% of the premium to be paid by the Employer.
- b) **Extended Health Care:** 100% reimbursement is provided. Covered expenses include but are not limited to the following:
- Drugs which can only be purchased with a physician's written prescription
 - Ambulance, Medical and Surgical supplies
 - Accidental dental
 - Speech Therapy (\$1,000 per year)
 - Clinical Psychologist, Registered Psychotherapist, MSW or Registered Social Worker (\$1,000 per year)
 - Hearing Aid (\$500 every 4 years)
Note: This benefit does not extend to replacement batteries.
 - Private Duty Nursing (\$10,000 per year)
 - Paramedical Services to a combined maximum of \$1,900.00 per year (Massage Therapy, Chiropractic Therapy, Physiotherapy, Osteopathy, Naturopathy, Chiropody, and Acupuncture) subject to the carrier's limitations.
 - Emergency Travel Assistance
 - Out-of-province emergency services

c) **Life Insurance Plan**

Two times annual income rounded to the next highest \$1,000

DEPENDENT LIFE Spouse: \$ 7,500 Each Child: \$ 2,500

d) **Dental**

100% reimbursement according to the current ODA Fee Guide limited to \$1,500 per person each year. This dental plan reimbursement includes 50% co-pay for crowns and bridges.

e) **Orthodontic**

50% Employer premium for orthodontic coverage for dependants under age 19 to a lifetime maximum of \$2,000 per eligible dependant.

f) **Vision Care**

The vision care benefit will provide for eyeglasses, contact lenses, or laser eye surgery, per family member once every 24 months up to a maximum benefit of \$550.00 and eye examinations once every 24 months if not covered by OHIP.

g) **Long-Term Disability**

The Employee agrees to pay 100% of Long-Term Disability Insurance premium costs. Under this provision, Long-Term Disability income becomes non-taxable.

Benefit Formula 66% of monthly earnings to a maximum monthly benefit of \$4,000

Waiting Period 17 weeks

Benefit Period The date of recovery or age 65

Offsets LTD is directly co-coordinated with CPP benefits for the employee, and Workplace Safety and Insurance Board payments. In any event, the employee's LTD benefit and income from all sources will total no more than 85% of the employee's "net" pre-disability earnings.

Disability Definition: During the first 24 months of benefits, the inability to perform the essential duties of the employee's own occupation. After this period, disability is defined as the inability to perform any occupation for which fitted through education, training or experience.

h) **Retirement Benefit**

For those full-time employees who retire and have a total of twenty-five (25) years of continuous service with the Employer, the Employer will pay fifty percent (50%) and the employee will pay fifty percent (50%) of the premium for basic group insurance coverage for health, dental and term life insurance until the employee's sixty-fifth (65th) birthday. Participation in the plan is optional for the employee.

Failure of the employee to remit the portion of the premium to the Employer as required shall result in termination of the coverage. A lifetime membership to the Municipal Retirees Organization of Ontario shall be provided.

i) Employee Assistance Program (EAP)

The Employer agrees to pay the full contribution costs for the Employee Assistance Program (EAP) for all eligible employees.

19.03 Subject to the carrier's limitations, in the event of the death of an employee, the Employer will pay the premium for supplemental health and dental benefits in accordance with Article 19.02 for their family for a period no longer than twelve (12) months or the time at which the employee would have turned sixty-five (65), whichever occurs first. That said, such benefit will be provided for at least three (3) months so that if the employee dies within three (3) months of their 65th birthday, this benefit will be provided for three (3) months from the date of death.

19.04 The details of any plans and requirements of the carriers are detailed in the employee's information booklet and reference to that booklet should clarify any questions. The Employer will supply copies of the Master Policy of Benefit Plan upon request to the Union.

19.05 The carrier of any insurance or other benefits will be the Employer's choice. Should the carrier be changed during the term of this Agreement, the coverage shall be no less than that presently being provided to the employees. The Employer will provide a copy of the proposed benefit plan to the Union at least sixty (60) days in advance of a change in carrier so that the Union can compare the coverage levels.

19.06 The Employer's premium cost will continue as long as the employee is on the active payroll. In no event during continuing absence shall the benefits be continued for more than three (3) months. If, at that time, arrangements can be made with the employee to pay the full cost of such benefits, such request will be granted by the Employer subject to the carrier's limitations.

19.07 The Employer shall pay the premiums for accident insurance coverage for all employees under the *Workplace Safety and Insurance Act*.

19.08 HEALTH CARE SPENDING ACCOUNT

A Health Care Spending Account (H.C.S.A) will be provided subject to the following conditions:

The annual H.C.S.A. amounts will be as follows, prorated for participants who commence their employment part-way through the benefit year:

Benefit Year	Amount
April 1, 2022	\$1000.00

April 1, 2023	\$1100.00
April 1, 2024	\$1200 per year and each benefit year thereafter subject to the renewal of this provision in the subsequent collective agreement.

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

The H.C.S.A will pay all active employees above benefit plan entitlements and may not be used to substitute for existing plan coverage:

- i) have a one-year rollover consistent with CRA rules, such that any amount unused in a given year may be carried over into the following year only;
- ii) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules;
- iii) be administered by the Employer's benefits provider in accordance with the terms and conditions of its plan(s); and
- iv) be subject to the *Income Tax Act* (Canada) and the relevant CRA rules and requirements, including definitions regarding eligible expenses.

ARTICLE 20 - MILEAGE AND ALLOWANCES

20.01 KILOMETRAGE

When employees are requested by the Employer and authorized by the immediate supervisor, to use their personal cars for the Employer, on a casual basis, or regularly by mutual agreement, the Employer shall pay a kilometer rate as following:

First day of the month following ratification	\$0.55/km
April 1, 2023	\$0.56/km
April 1, 2024	\$0.57/km

For all kilometers authorized by the employee's immediate supervisor and which are driven in the employee's own vehicle.

20.02 VEHICLE INSURANCE

It is understood and agreed that employees using their personal cars on the Society's business shall maintain third-party liability insurance in an amount not less than one million dollars (\$1,000,000.00).

All employees must furnish the Finance Department with proof of insurance coverage as is required by this Article. Employees who are subject to additional automobile insurance premium costs required by an insurer because of the transportation of Society clients by employees will be reimbursed by the Employer up to one hundred dollars (\$100.00) per

year and would be available only to those employees who are required to transport clients. Payment will be approved by the Director of Finance.

20.03 VEHICLE DAMAGE

Should an employee's insured motor vehicle be damaged by a client in the normal course of the employee's duties, the Employer will reimburse the employee for the cost of the employee's deductible up to a maximum of five hundred dollars (\$500.00) providing that, after consultation with the Employer, the employee reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report along with proof the employee has submitted an insurance claim. If the cost of repairing the damage is less than the employee's deductible, the Employer will reimburse the employee the actual cost of the repair once completed, up to a maximum of five hundred dollars (\$500.00), providing that the employee provides the Employer with two (2) repair estimates and, after consultation with the Employer, reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report.

20.04 The Employer shall reimburse an employee all costs related to the renewal of the employee's "F" licence where such licence is a requirement of the position held by the employee.

20.05 MEAL ALLOWANCES

Any employee who is authorized to work a minimum of two (2) hours beyond their scheduled quitting time shall be entitled to be reimbursed for their meal to a maximum of twenty dollars (\$20.00) or the maximum set out in the Employer's reimbursement of expense policy, whichever is greater.

ARTICLE 21 - PAYMENT OF WAGES

21.01 The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement the Salary Schedules attached hereto as Schedule A as applicable.

21.02 The Employer shall deposit every two (2) weeks the employee's net salary directly into such banking account as designated by the employee. The employee shall provide the Employer with such banking information as is necessary to enable the employee's salary to be directly deposited into the banking institution of their choice. On or before an employee's payday, the Employer shall give to the employee a written statement setting out the pay period for which the wages are being paid, the wage rate, the gross amount of wages and how that amount was calculated, the amount and purpose of each deduction from wages and the net amount of wages being paid to the employee.

21.03 Upon termination the final pay received by an employee whose service is terminated, who has resigned or retires shall include accrued salary, vacation pay earned and any other benefits payable to the employee. The final pay will include a detailed breakdown

of the entitlements/benefits being paid.

21.04 WAGE PROGRESSION

For the purpose of determining eligibility for step adjustments in the case of a promotion or transfer, if there is a salary increase, the date of any promotion or transfer shall constitute the employee's anniversary date of employment. Such anniversary date shall be further adjusted by the length of an employee's absence from work if the employee is absent for thirty (30) consecutive calendar days or more during the calendar year exclusive of vacations and time off for a work-related injury for which the employee has applied for Workplace Safety and Insurance Benefits.

21.05 Employees who are unauthorized child protection workers and start at Step 1 of the Child Protection Worker grid, Schedule A, shall have their anniversary date amended to reflect their date of authorization for the purposes of wage progression.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 When an employee is hired, promoted, or returns from leave of absence of three (3) months or more and there is a substantial change in the employee's terms and conditions of employment, the letter of appointment or re-appointment shall include the effective date, salary and related step, employment conditions, probationary period as applicable, location/team assignment, supervisor, and the anniversary date which will be used for future determination of incremental grid changes.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Employer acknowledges its responsibility to observe all reasonable precautions for the health and safety of its employees during working hours and shall supply such equipment as is necessary for this purpose. The Employer, Union, and employees agree to uphold the provisions of the *Occupational Health and Safety Act, 1990*, and amendments thereto.

23.02 The Union agrees to ensure the appointment of the required number of bargaining unit members on the Joint Health and Safety Committee or as site Joint Health and Safety Representatives, as applicable.

23.03 Employees who are injured while carrying out their duties and are required to leave for treatment, or sent home as a result of such injury, shall receive payment for the remainder of the day or scheduled shift, provided that proof of such incapacity is submitted, signed by a medical doctor, at regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that day.

23.04 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while carrying out their duties shall be at the expense of the Employer.

ARTICLE 24 - NO STRIKES AND NO LOCKOUTS

24.01 During the life of this Agreement, the Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. A "strike" or "lockout" shall be as defined in the *Labour Relations Act, R.S.O., 1990* and amendments thereto.

In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail, or interfere with work or the Employer's operations during the life of this Agreement. The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

24.02 In the event that any employee, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 25 - GENERAL CONDITIONS

25.01 The Employer shall provide bulletin boards on which the Union shall have the right to post notices of meetings, appointments, elections, conventions of the Union and Union social and recreational affairs.

25.02 All employees shall be deemed to carry the educational requirements which may in the future be required of their current position or any other position that requires the same educational requirement.

25.03 It shall be the duty of each employee to notify the Employer of any change in address and telephone number. If an employee fails to do this, the Employer shall not be responsible for the failure of a notice to reach an employee.

25.04 PROCESS OF PDT REFERRAL TO LOCAL TABLES AND DISPUTE [PDT]

1. a) The Employer's group shall forward a copy of this Agreement to the Executive Directors of all represented Employers and shall unanimously recommend that ratification of Parts 9 to 16 of the Consensus Agreement dated June 4, 2011, by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend ratification of Parts 9 to 16 of the Consensus Agreement dated June 4, 2011.

b) Where there is a dispute between local parties regarding the incorporation of the above Parts of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to the Consensus

Agreement dated June 4, 2011, may each select one representative from their respective group to assist the local parties in resolving such dispute.

- c) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the Consensus Agreement dated June 4, 2011, the provisions of the local collective agreement shall be used to resolve such disputes.
- d) Where there is a dispute between the Employers group and Union group parties to the Consensus Agreement dated June 4, 2011, regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that (iii) above applies to it, the dispute shall be referred to final and binding arbitration as follows:
 2. A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30-day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 3. Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
 4. The arbitrator will have the same powers and authority as set out in Section 48 of the *Ontario Labour Relations Act, 1995*. The arbitrator will not have the authority to add to, modify or delete any part of the Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
 5. If the parties are unable to agree on an arbitrator as per (iv) (1) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

For the purpose of this Article, Consensus Agreement Articles are noted as "[PDT]".

25.05 The Union and Employer recognize and accept the provisions of this Agreement as binding upon itself and all parties covered by this Agreement, shall observe the provisions of this Agreement.

ARTICLE 26 - LEGAL LIABILITY

26.01 The Employer shall continue the Legal Expense Insurance Policy with the Premium cost to be paid by the Employer.

- a) The Employer shall extend the services of the legal counsel utilized by the Employer at coroner's inquests to all employees and former employees that may be required to participate in a coroner's inquest.

- b) In a situation where a worker is assaulted, threatened including death threats and/or threats of bodily harm, or stalked in the course of their duties, if they exercise their right to lay charges, after consultation with the Employer, they shall be granted leave of absence without loss of regular pay for any related meetings and/or court hearings.

The Board shall supply a copy of any insurance policy held by the Board which would be affected by any action of the employees.

- 26.02** The Employer shall provide legal counsel and protection for both civil and criminal liability to employees and former employees for any acts or omissions arising out of the discharge of the employee's authorized and assigned duties while employed by the Employer except where providing such counsel and protection constitutes a conflict of interest.
- 26.03** The Employer will negotiate with an insurance provider to extend legal defence coverage up to \$100,000 per case, subject to an annual aggregate amount of \$500,000. If successful, the Employer will pay the full premium cost of such insurance. All claims will be submitted directly to the insurance carrier and eligibility shall be subject to the terms of the insurance policy. To the extent that any provision herein conflicts with the insurance policy, the insurance policy shall govern. All disputes relating to the coverage with respect to any claim shall be determined between the claimant and the insurance carrier.
- 26.04** Where the employee is eligible for coverage under these provisions, the Employer, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Employer subject to the terms of the applicable insurance policy.
- 26.05** In the event that the employee is not eligible for insurance coverage under these provisions or does not elect to utilize the services of legal counsel approved by the Employer, the Employer and the Union agree to provide the employee with a list of counsel who has expressed an interest in the provision of service. In doing so, the Employer and the Union are not endorsing the use of said counsel and the employee at the insurer's and the Employer's sole discretion may be solely responsible for all legal costs and liability incurred.
- 26.06** In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned and authorized duties (with exception of the *Highway Traffic Act*), and the employee is eligible for coverage under these provisions, the Employer shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom up to the end of trial or the withdrawal of the charges that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:
 - i) the charge arises directly out of events incurred while the employee was actively in

the course of performing their duties in good faith on behalf of the Employer and;

- ii) the employee was acquitted of all charges and;
- iii) such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge or charges.

In the event the employee or former employee is convicted, the Employer reserves the right to recover all or any portion of the legal costs paid by the Employer.

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

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

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

26.08 The Employer agrees that in situations where charges have been laid against an employee and on review, the Employer is satisfied that:

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

the Employer may grant the employee a leave of absence with pay and full benefits until the conclusion of the legal process.

26.09 It is further agreed that if upon completion of the trial of criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and request the Employer and/or the insurer to fund the legal expenses of the appeal, the Employer and/or the insurer will undertake a review of the merits of the appeal and once that appeal is completed, the Employer may elect to fund all or any portion of the appeal process.

26.10 It will be recommended to the Board to supply a copy of any insurance policy held by the Board which would be affected by any action of the employees.

ARTICLE 27 - TECHNOLOGICAL, TRAINING AND OTHER CHANGES

27.01 DEFINITION

Technological Change shall be defined as change as a result of the introduction of computers, systems, or software different in nature to that previously utilized by the Employer, and/or that would require new or different skills from those possessed by affected employees.

27.02 Where possible, the Employer shall give the Union ninety (90) days advance notice of any planned technological change in methods which would affect wage rates or working conditions and will if requested, discuss such change with the Union.

27.03 In the event that the Employer should introduce new methods or machines which require new or greater skills than are presently possessed by an affected employee under the present methods of operations, after-hours training or study courses will be arranged where reasonable. The Employer shall pay for the cost of tuition and textbooks for any such required training or study course without loss of pay.

27.04 TRAINING

If the Employer introduces new computers, systems, or software, which requires new or different skills than those already possessed by employees who will be affected by such changes, the Employer will provide the affected employees with a reasonable training period in order to allow those employees to acquire the necessary skills.

27.05 The Employer shall communicate opportunities for forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application.

27.06 In the event that the Employer requires an employee to upgrade their skills for the employee's current position, the Employer shall ensure that adequate training or study courses, without loss of pay, are provided, and shall pay the cost of the training or study course, including the cost of tuition and textbooks.

ARTICLE 28 - REORGANIZATION, RESTRUCTURING, MERGERS AND AMALGAMATIONS

28.01 It is understood that where a vacancy arises as a result of reorganization, the result of which shall not bring about any increase in the complement, the Employer may first transfer, without posting, an employee to the classification to the step closest to but not to exceed the current salary and without loss of pay.

If an employee is reassigned, reclassified, or transferred to a different position, management shall ensure that this is not an increase in staff complement, otherwise,

this position shall be posted. An employee who is reassigned, reclassified, or transferred shall not suffer loss of pay, and if the employee is moved to a position that has a higher rate of pay, the employee shall be paid the higher rate of pay and shall progress through the range.

It is understood that if an employee is moved from a higher paying grid to a lower paying grid, such employee shall be red-circled at the present salary until such time that the lower paying salary grid surpasses the red-circled salary.

In the event of restructuring, merger or amalgamation, an employee in any job classification in Article 12.01 shall be deemed qualified in the job classification they were in prior to restructuring, merger, or amalgamation for the purpose of exercising seniority in that job classification/category.

28.02 RECRUITMENT AND RETENTION - MOBILITY OF EMPLOYEES IN THE CHILD WELFARE SECTOR [PDT]

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 the Society where the Employer has exhausted its 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 an Employer participating in the PDT Consensus Agreement dated June 4, 2011, is successful in a job competition at another participating PDT 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 the employee's most recent period of continuous service. The foregoing does not apply to seniority-based entitlements. When the Employer decides not to fill a permanent position, it will notify the Union within thirty (30) days of the position becoming vacant.

28.03 In the event that the Employer merges or amalgamates with another organization, the Employer will discuss same with all employees, ensuring as little disruption to employees and programs as possible is encountered in any transition. It is understood that specific areas of concern for the employees include job security, salaries and benefits, seniority, and work location.

ARTICLE 29 - AFFILIATIONS

29.01 There will be no requirement for any bargaining unit member to become a member of a college unless required by a Ministry directive, regulations or legislation.

If the Employer receives a directive from the respective Ministry, regulation or legislation that mandates child protection workers to become part of the college of social workers, the Employer shall notify the union within one (1) week of receiving such notice from the Ministry. The Employer and Union shall meet within ten (10) business days to determine terms of implementing such a mandate, including, but not limited to a discussion about:

- The impact on current bargaining unit members;
- Strategies for mitigating any detrimental effects on bargaining unit members;
- Payment of affiliation fees;
- Date of implementation;
- Upgrading of skills and/or qualifications; and
- A process for dealing with complaints arising from the college.

ARTICLE 30 - DURATION/TERM OF AGREEMENT

This Agreement shall be binding and remain in effect until March 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than ninety (90) days and not less than thirty (30) days prior to March 31 in any year after 2025 that it desires its termination or amendment.

Electronically signed this 1st day of March, 2024

FOR THE UNION

FOR THE EMPLOYER

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBlond
Jenn LeBlond (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

SCHEDULE A - WAGES

Job Title	Step	Notes	April 1, 2022	April 1, 2023	April 1, 2024
			3%	2%	2%
Child Protection Worker	1	Non-Authorized	\$68,610	\$69,983	\$71,382
	2	Once Authorized	\$71,272	\$72,697	\$74,151
	3		\$73,953	\$75,432	\$76,941
	4		\$76,634	\$78,167	\$79,730
	5		\$79,296	\$80,881	\$82,499
	6		\$81,977	\$83,616	\$85,289
	7		\$84,676	\$86,370	\$88,097
Community and Family Support 1	1		\$43,996	\$44,876	\$45,774
	2		\$46,284	\$47,210	\$48,154
	3		\$48,571	\$49,542	\$50,533
	4		\$50,877	\$51,894	\$52,932
	5		\$53,163	\$54,227	\$55,311
	6		\$55,451	\$56,560	\$57,691
	7		\$57,738	\$58,892	\$60,070
Community and Family Support 2	1		\$50,528	\$51,538	\$52,569
	2		\$52,860	\$53,917	\$54,995
	3		\$55,194	\$56,297	\$57,423
	4		\$57,522	\$58,673	\$59,846
	5		\$59,853	\$61,050	\$62,271
	6		\$62,186	\$63,430	\$64,699
	7		\$64,517	\$65,807	\$67,124
Legal Assistant	1		\$55,600	\$56,712	\$57,847
	2		\$57,888	\$59,046	\$60,227
	3		\$60,193	\$61,397	\$62,625
	4		\$62,481	\$63,730	\$65,005
	5		\$64,767	\$66,063	\$67,384
	6		\$67,054	\$68,395	\$69,763
	7		\$69,342	\$70,728	\$72,143
Finance Clerk Maintenance	1		\$54,157	\$55,241	\$56,345
	2		\$54,982	\$56,082	\$57,204
	3		\$55,826	\$56,943	\$58,081
	4		\$56,670	\$57,803	\$58,959
	5		\$57,513	\$58,663	\$59,837
	6		\$58,357	\$59,524	\$60,714
	7		\$59,200	\$60,384	\$61,592
Program Assistant Disclosure Clerk	1		\$50,427	\$51,435	\$52,464
	2		\$51,270	\$52,296	\$53,342
	3		\$52,114	\$53,156	\$54,219
	4		\$52,957	\$54,017	\$55,097
	5		\$53,782	\$54,858	\$55,955
	6		\$54,626	\$55,719	\$56,833
	7		\$55,470	\$56,579	\$57,711

Driver	1		\$32,899	\$33,557	\$34,228
	2		\$33,612	\$34,284	\$34,970
	3		\$34,324	\$35,010	\$35,710
	4		\$35,036	\$35,737	\$36,452
	5		\$35,748	\$36,463	\$37,192
	6		\$36,399	\$37,127	\$37,870
	7		\$37,174	\$37,917	\$38,676
<i>*Part-time staff are pro-rated based on full-time equivalent hourly rate</i>					
After Hours Shift Rate	Regular		\$243.36	\$248.23	\$253.19
	Holiday		\$365.04	\$361.49	\$361.49
Casual					
Community and Family Support 1	1	Hourly	\$24.06	\$24.54	\$25.03
	2	Hourly	\$24.36	\$24.85	\$25.34

SCHEDULE B - PART-TIME, CASUAL AND TEMPORARY CONTRACT EMPLOYEES

1. The Employer and the Union agree that all provisions of the Collective Agreement to which this Schedule is attached shall be incorporated into the Schedule and shall be applicable to Part-time, Casual and Temporary Contract (except After-Hours Contract employees) employees as defined in the Collective Agreement unless such provisions are specifically excluded in their application to Part-time, Casual or Temporary Contract employees either by the provisions of this Schedule or by the provisions of the Collective Agreement.
2. Part-time employees are defined as employees who are regularly scheduled for 24 hours or less per week.
3. Casual employees are employees who work on an as-needed basis, with no guarantee of hours of work. It is agreed the Employer shall be entitled to schedule in advance certain casual hours or shifts of such employees.
4. Temporary Contract employees are defined as persons hired for a specific program or term and/or hired as a replacement employee solely for replacing staff during absences, or in cases of emergencies (i.e., unforeseen circumstances), for a period of not more than twenty (20) months unless otherwise mutually agreed between the parties.
5. Employees covered by this Schedule are entitled to receive vacation time and vacation pay in accordance with the *Employment Standards Act, 2000*, as amended.
6. The Employer and the Union agree that the rights arising from the following articles of this Agreement shall not be applicable to Part-time and Casual employees:
 - a) Article 13 - Hours of Work
 - b) Article 16 - Vacations
 - c) Article 17 - Sick leave
 - d) Article 18 - Leaves of Absence (except that Bereavement Leave as set out in Article 18.08 shall apply to the extent that the Bereavement Leave overlaps with previously scheduled days of work for the employee.)
 - e) Article 19 - Benefit plan
7. The Employer and the Union agree that the rights arising from the following articles shall not be applicable to Temporary Contract employees:
 - a) Article 10 - Seniority

- b) Article 11 - Job postings
 - c) Article 12 - Layoff, recall, transfers
 - d) Article 13 - Hours of Work
 - e) Article 16 - Vacations
 - f) Article 17 - Sick leave
 - g) Article 18 - Leaves of Absence (except that Bereavement Leave as set out in Article 18.08 shall apply to the extent that the Bereavement Leave overlaps with previously scheduled days of work for the employee.)
 - h) Article 19 - Benefit plan
8. Part-time and Casual employees covered under this Schedule B who are scheduled to work and who refuse to work or are unwilling to work for a period of two (2) consecutive calendar months shall lose seniority and be deemed to have terminated employment with the Employer.
 9. In the event that a Part-time, Casual or Temporary Contract person is hired to fill a full-time position covered by the terms of this Agreement, such person shall have seniority computed as of the most recent date of hire into the Part-time, Casual or Temporary Contract position, it being understood that 1,820 hours worked equals one (1) year's seniority.
 10. In the event that a reduction of the work force is required, Full-time employees may exercise seniority to displace Temporary Contract personnel provided such Full-time employees who displace Temporary Contract personnel on the basis of seniority and have the qualifications, skills, ability, experience, training and willingness to perform the duties being performed by the Temporary Contract personnel. Should the Full-time employees exercise seniority rights by displacing a Temporary Contract employee, the rate of pay shall be the rate for the job of the Temporary Contract employee.
 11. Part-time Benefit Plan

Upon completion of three (3) months' continuous service, and subject to the carrier's limitations, part-time employees shall be eligible to opt-in to the benefit plans as per Article 19 of the Agreement. The Employer shall pay fifty percent (50%) of the associated premiums and the employee shall pay fifty percent (50%) of the premiums.
 12. Health Care Spending Account

All part-time employees shall be eligible for a maximum of \$500.00 of the Health Care Spending Account provided they qualify, that being they have averaged twenty (20) or more hours of work per week in the prior benefit year.

SCHEDULE C - AFTER-HOURS EMERGENCY SERVICE CONTRACT PERSONNEL

1. The Employer shall endeavour to hire a sufficient number of contract personnel for After-Hours Emergency Service.
2. The Employer and the Union agree that the rights arising from the following articles shall not be applicable to After-Hours Emergency Service employees:
 - a) Article 10 - Seniority
 - b) Article 11 - Job postings
 - c) Article 12 - Layoff, recall, transfers
 - d) Article 13 - Hours of Work
 - e) Article 15 - Vacations
 - f) Article 17 - Sick leave
 - g) Article 18 - Leave of absence
 - h) Article 19 - Benefit plan
3.
 - a) After-Hours Emergency Service contract personnel shall not accumulate seniority during the term of the employment contract.
 - b) After-Hours Emergency Service contract personnel may be discharged from employment or may resign from employment upon ten (10) days' notice. The discharge of an After-Hours Emergency Service contract person shall not constitute a dispute and shall not be subject to the grievance and arbitration provisions of the Agreement.
 - c) Permanent, full-time employees performing After-Hours Emergency Service duties shall accumulate one day of service for one day of duty, to be computed annually at year-end, and adjusted to the employee's anniversary date for the following year, for the purpose of determining eligibility for the annual incremental adjustment.
4. a) After-Hours Emergency Service will comprise of one week of 9 shifts –

Monday - Friday	5 shifts
Saturday-Sunday	2 day shifts
	2 nights shifts
Total	9 shifts

Compensation will be at a flat rate for each shift with time and one-half (1 ½) for statutory holidays*. For the purpose of clarity, statutory holidays comprise 2 shifts commencing with the day shift. Compensation is set out in Schedule A:

*Statutory holidays mean paid holidays as per Article 15

- b) Mileage will be paid to After-Hours Emergency Service contract personnel in accordance with Article 20 of this Agreement. For employees outside the Employer's jurisdiction, mileage will be computed from the County Line where the employee enters the agency's jurisdiction.
- 5. In the event that a reduction of the workforce is required, full-time employees may exercise seniority to displace After-Hours Emergency Service contract personnel provided such full-time employees who displace After-Hours Emergency Service Contract personnel on the basis of seniority have the qualifications, skills, ability, experience, training and willingness to perform the duties being performed by the After-Hours Emergency Service contract person. Should the full-time employees exercise seniority rights by displacing an After-Hours Emergency Service contract employee, the rate of pay shall be the rate for the job of the After-Hours Emergency Service contract employee.
- 6. In the event that two (2) After-Hours Emergency Service contract personnel are scheduled to work a shift and one (1) worker is not able to work, the worker shall advise the After-Hours Manager, where possible, two (2) hours prior to the commencement of the shift that the employee is not available to work. Where such worker is not replaced, the remaining worker shall be paid a shift bonus of one hundred dollars (\$100.00).
- 7. In the event that an After-Hours Emergency Service contract personnel is required to report to work by the Employer prior to the commencement of the regularly scheduled shift or is required by the Employer to remain on shift following the end of the regularly scheduled shift, the employee shall be paid for such hours worked at the maximum hourly rate of the Child Protection Worker (CPW) Grid.

LETTER OF UNDERSTANDING #1

Between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: JOB EVALUATION

Job Analysis Procedures and Ratings for New and/or Changed jobs

The following general procedure shall be used to rate jobs:

- a) **Step 1**
A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the Joint Job Evaluation Committee (JJEC); along with a copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances on the job.
- b) **Step 2**
The Committee shall draft or review an up-to-date job description based on the information gathered. When further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Committee shall then submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.
- c) **Step 3**
The job shall be rated, based on the agreed-upon job description, in accordance with the Gender-Neutral Comparison System. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisors as necessary, and if required, visits to the job site.
- d) When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and the rating sheet.

In the application of the Gender-Neutral Comparison System, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;

- b) Jobs are evaluated without regard to existing wage rates;

Maintaining the Job Evaluation Programme

Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form stating the reason(s) for disagreeing with the job description and or the rating of the job. Any such request shall be submitted within fourteen (14) calendar days of receipt of the Rating Sheet. The fourteen (14) day reconsideration period can be extended at the discretion of the JJEC. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a unanimous decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision.

It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. The initial review shall commence one year following the finalization of all reconsideration and problems that may arise with the implementation of this job evaluation programme. Thereafter, it is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every 3 years.

Whenever the Employer substantially changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form;
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, the interviewing of incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description, as necessary;
- c) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. The rating of the job shall determine the pay grade for the job;
- d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the effective date of the job change. The incumbent(s) shall retain the same place on any increment grid. If the job rating results in a lower pay grade the incumbent shall be red-circled;
- e) It is understood that the JJEC will meet within thirty (30) working days of receiving either a draft job description or a job evaluation form and shall render any decision in a

timely manner.

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the job;
- b) The JJEC shall meet and rate the job based on the draft job description; and shall make a recommendation to the Bargaining Committees with respect to the temporary pay grade for the job.
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description to the JJEC. The Committee shall review/develop a job description and rate the job according to the previously agreed to procedure. The pay grade shall be paid to each incumbent effective the date of the employee's appointment to the job.

Settlements of Disagreements

In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, the Co-chairpersons shall request that the advisors to each party meet and attempt to affect a settlement.

If the Executive Director and the advisor are unable to affect a settlement, then the matter shall be remedied in accordance with the Terms of Reference.

Electronically signed this 1st day of March, 2024

FOR THE UNION

FOR THE EMPLOYER

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeFevre
Jenn LeFevre (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Grieve
Kim Grieve (Mar 18, 2024 08:58 EDT)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #2

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: SELF-FUNDED DEFERRED SALARY LEAVE PLAN

Description

The Deferred Salary Leave Plan provides for permanent employees to self-fund a paid leave of absence by deferral of a proportion of salary, which provides income during the period of the leave.

This Plan would afford staff the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

The Self-Funded Deferred Salary Leave Plan is voluntary and is established in accordance with and subject to the regulations of the Canada Revenue Agency (CRA).

Operation of the Plan is at no cost to the Employer.

Eligibility

Any permanent employee having a minimum of one (1) year seniority with the Employer is eligible to apply for participation in the Plan.

Application

An employee must make written application to the Executive Director by September 30th of the year prior to the Plan beginning. The employee shall declare the start date at this time.

Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee within sixty (60) days of when the written request was made.

Approval of the employee's request to participate in the Plan shall rest solely with the Executive Director. Denial of approval shall not become the subject of a grievance or arbitration.

In the event two (2) or more employees apply, preference shall be given to the most senior employee who has not already used the Plan.

An employee wishing to participate in the Plan shall be required to sign an Agreement which forms part of Letter of Understanding as attached.

General

During the period of salary deferment, prior to the commencement of the leave, twenty percent (20%) of the employee's gross salary in each of the first four (4) years of the Plan shall be placed into an individual trust account in the Employer's name on behalf of the employee, at the Employer's banking institution. This money will be retained for disbursement to the employee during the period of the leave.

Income tax will be deducted on the basis of 80% of total gross salary in each of the first four (4) years of the Plan. Any interest earned on the bank account is taxable and will be reported on a T5 each year. Withdrawals from the savings plan in year five (5) are taxable.

Contributions for Canada Pension Plan (CPP) are deducted on the basis of 80% of total gross salary in each of the first four (4) years of the Plan. Withdrawals from the bank account in year five (5) will be subject to CPP deductions.

Employment Insurance (EI) is deducted during the period of deferment based on 100% of the total gross salary earned. Withdrawals from the bank account in year five (5) are not subject to EI deductions.

Contributions to OMERS during the period of deferment are made based on 100% of the employee's gross earnings. No contributions are made during the period of leave, by either the employee or the Employer, this period being considered a purchasable period of service.

During the period of deferment, subject to continuing eligibility under the master policy, premiums and benefits under Life Insurance and Long-Term Disability (LTD) coverage would be based on 80% of regular earnings over the five (5) years. If the employee was to become disabled during the fifth (5th) year of the Plan while being on leave, disability payments would not begin until the later of the LTD elimination period and the scheduled return to work date. During the self-funded leave period, LTD, Group Life, and Extended Health and Dental benefits may be continued subject to prior approval by the insurance company and the employee paying all benefit premiums in full.

The leave period is not insurable by the Workplace Safety & Insurance Board. Vacation and float day entitlements shall not be accrued during the leave period. Without prejudice, these entitlements shall be at 100% during the first four (4) years of the Plan.

During the period of the leave, the employee shall not be entitled to use of sick leave.

No employee shall be allowed to take the period of leave until that period has been fully funded by payroll deduction.

During the period of leave, employees who are members of the Union shall accrue seniority and contribute the amount specified by the Union as being equal to monthly dues. Such contributions shall be deducted by the Employer and paid to the Union in keeping with the normal practice.

During the self-funded leave year, the Employer shall make payment to the employee as

follows: the amount of the funds, held on behalf of the employee, shall be divided by the number of pay periods in the length of the leave to arrive at the gross bi-weekly payment before any deductions). At the end of the year's leave of absence, any additional accumulated interest shall be paid to the employee.

In cases where an employee withdraws from the Plan early or resigns from the Employer while enrolled in the plan, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal for the Plan, less any administration charges levied and statutory deductions owing on said monies. In order to withdraw from the Plan, the participating employee must provide three (3) months' notice to the Employer.

In the event of the death of any employee participating in the Plan, monies accumulated plus interest accrued shall be paid to the employee's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.

Upon completion of the self-funded leave, the employee shall return to the same or a similar position (including level of responsibility), based on availability. If the position of the employee on leave is terminated, the employee will become subject to the layoff provisions of the Collective Agreement upon scheduled return to work. If such a termination should occur, the Employer will endeavour to notify the employee while on leave as soon as possible.

The Employer assumes no responsibility for any consequence arising out of the Plan related to the effects on the employee's pension income through OMERS or the Canada Pension Plan, or income tax arrangements, or employment insurance, or any other liability arising from participation in the Plan. All financial or legal indemnities arising from this Plan shall be borne by the employee.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeFol
Jenn LeFol (Mar 1, 2024 20:26 EST)

Anita Ribby
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FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

[Signature]

[Signature]

AGREEMENT - SELF-FUNDED DEFERRED SALARY LEAVE PLAN

I have read and agree to the terms and conditions of the Self-Funded Deferred Salary Leave Plan of Child and Family Services of Grand Erie attached hereto. I also agree to the following additional conditions:

The period of my plan shall commence _____ and end _____.

I agree to take my self-funded leave commencing _____ and ending _____. It is understood that Child and Family Services of Grand Erie will not have any obligation to offer me a position until the before-noted ending date.

During the funding period of the Plan, I agree to be paid at a rate of 80% of my gross salary. I accept responsibility for any financial indemnity arising out of participation in this Plan.

I agree, during my self-funding period of leave to be paid in total, the amount withheld during the deferment period in which I participated in the Plan. The method of payment shall be as outlined in the Self-Funded Deferred Salary Leave Plan.

I agree during the self-funded leave period to be responsible for 100% of the premium costs resulting from my participation in eligible employee benefit plans. (I agree that The Child and Family Services of Grand Erie shall deduct such premium payments from each pay during my self-funded leave year unless I confirm that I have decided not to maintain benefits coverage during the period of leave.)

I voluntarily enter into this Agreement and will not hold Child and Family Services of Grand Erie liable for any consequence affecting myself regarding income tax, contributions to/or benefits from OMERS Pension, Canada Pension Plan, Employment Insurance, or any other consequence of a legal or financial nature. All financial and legal indemnities arising from this plan are borne by myself.

Employee's Signature

Date

I recommend that _____ be granted the above requested leave.

Executive Director

Date

LETTER OF UNDERSTANDING #3

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: WORKLOAD

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 an important concern. Further, the Employer recognizes its responsibility to provide services through employees in accordance with the *Child, Youth and Family Services Act, 2017*, as amended from time to time, 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. 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:
 - number of cases before the court;
 - number of designated high-risk cases;
 - adoption/foster (e.g., mixed caseloads, home studies);
 - high profile and/or contentious cases;
 - Employee' s attendance at training;
 - number of supervised access visits;
 - amount of required driving time;
 - team coverage;
 - coverage of leave of absence, including vacation and prolonged illnesses;
 - complexity of cases;
 - committee work/field instruction expectations;
 - introduction of new technology and systems;
 - mentoring new staff; and
 - number of training preparations and presentations.
2. Ensure the scheduling of regular ongoing supervision.
3. Afford employees who are voluntarily vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
4. Ensure periodic departmental workload reviews quarterly, analyzing the distribution of

volume of workload. Outcomes to be shared with the Union.

5. Workload issues will be a standing agenda item at each Union/Management meeting. Supervisors will also discuss workload in each supervision meeting and document such review with each worker.
6. Where an individual worker notifies their supervisor that the individual's workload level has increased to an unreasonable level or if the supervisor concludes that the individual worker's workload is likely to exceed reasonable levels, an assessment of the worker's workload level will be conducted by the supervisor. Such requests for workload assessments shall be submitted in writing to the supervisor. A copy of each request shall be forwarded by the supervisor to the appropriate Director, Human Resources, and the Union. In either case of a workload assessment initiated by the worker or the supervisor, the supervisor shall meet with the worker and analyze the workload within ten (10) working days of a written request for assessment by the worker, within ten (10) working days of the date the supervisor notifies the worker that a workload assessment is being initiated, or on such other date agreed to between the supervisor and the worker. The supervisor may involve other supervisors and other members of management to explore alternatives towards resolution of the issues raised. A decision will be made at the supervisory level within ten (10) working days from the initiation of the workload assessment.
7. Issues of workload not resolved between the employee and their immediate supervisor can be referred to the appropriate Director for review by either party. In any meeting held between the appropriate Director, the employee, and their immediate supervisor, the employee may have Union representation at such meeting.
8. The Parties agree that planned supervision sessions may include:
 - A review and determination of clinical case management issues and case direction.
 - Discussion of personal circumstances that may have an impact on workload management, which may also result in a review of available resources.
 - Identification of support and planning for complex and high-risk cases. This will include the identification of which cases will be directed to structured decision-making conferences.
 - Review of documentation requirements and recording plans.
 - The extent of the supervision will vary based on the employee's time in the position, level of experience, strengths and weaknesses identified, documentation standards required of the employee's files, and the complexity and the number of cases assigned.
 - The supervisor and the employee shall be committed to making themselves available when supervision is scheduled, being properly prepared and focused on matters of relevance.
9. During the term of this Agreement, should the respective Ministry establish benchmarks, or case ranges, to determine appropriate workload for employees of Children's Aid Societies, the parties agree to meet within 30 days to develop caseload benchmarks.

10. This letter of Agreement does not form part of the Collective Agreement and is not subject to the grievance and arbitration provisions thereunder with the sole exception that a grievance may be filed where the Employer fails to conduct a workload assessment in compliance with point #7.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBrun
Jenn LeBrun (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Grieve
Kim Grieve (Mar 18, 2024 08:58 EDT)

Ken Gieser
Ken Gieser (Mar 4, 2024 07:39 EST)

Cynthia Jamieson
Cynthia Jamieson (Mar 16, 2024 08:44 EDT)

Kathleen Webb
Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

[Signature]

[Signature]

LETTER OF UNDERSTANDING #4

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: HEALTH AND SAFETY

Recognizing the inherent dignity and worth of each individual, the Employer and the Union agree to support initiatives and policies that promote an environment free from threats of violence or acts of harm and to support and promote an environment that is free of harassment including bullying, in accordance with the *Occupational Health and Safety Act*.

The Employer and the Union will work together with the Joint Health and Safety Committee to:

- recommend measures designed to reduce or eliminate harassment and/or violence in the workplace.
- ensure that employees attend any mandatory safety training.
- ensure that all employees and supervisors adhere to safety protocols and procedures.

The Joint Occupational Health and Safety Committee shall review all Health and Safety policies and/or protocols on a yearly basis.

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

- Causes of violence
- Factors that precipitate violence
- Recognizing the warning signs of violence
- Prevention of the escalation of violence
- Diffusing aggressive situations
- Staff safety awareness and staff safety risk assessment procedures

Addressing Safety Risk

When an employee brings forward a safety risk, their supervisor will discuss the extent of the risk with the employee and will review and assess the concern. If appropriate, after consultation with the employee, the supervisor will develop measures and/or procedures to help minimize the risks. Those measures may include, but are not limited to:

- Rescheduling and establishing a safe time for the visit
- Conducting the visit at a safer location
- Establishing a plan for checking-in and checking-out or other monitoring
- Arranging to be accompanied by another employee or the police

- Having the employee complete an alert form

The employee or supervisor may request the input of the Director of Service.

When a Health and Safety Incident Report form has been completed to report a violence-related incident the employee's Supervisor and/or the Director of Human Resources, or designate, and the appropriate Joint Occupational Health and Safety representative will work collaboratively to:

- Ensure that appropriate responses to the incident of violence occur
- Provide assistance and support to those who experienced the incident of violence
- Review procedures for reporting, investigating, documenting incidents, and
- Provide recommendations to reduce incidents of workplace violence

An employee has the right to refuse to perform work in accordance with the *Occupational Health and Safety Act* and subject to the exceptions set out therein.

Harassment and Bullying

The Society is committed to foster a safe and respectful work environment. No one has to tolerate harassment or bullying at work for any reason, at any time. No one has the right to harass anyone else at work or in any situation related to employment.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn Lee
Jenn Lee (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Grieva
Kim Grieva (Mar 18, 2024 08:58 EDT)

Ken Gieser
Ken Gieser (Mar 4, 2024 07:39 EST)

Cynthia Jamieson
Cynthia Jamieson (Mar 16, 2024 08:44 EDT)

Kathleen Webb
Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #5

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: ECE REGISTRATION FOR CHILD DEVELOPMENT WORKERS

The Employer shall reimburse the annual registration fee for Child Development Workers who are required by the Employer to be registered with the College of Early Childhood Education. The employee must provide an invoice and proof of payment to the Employer for reimbursement.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBlond
Jenn LeBlond (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #6

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: INDIGENOUS CONSIDERATIONS [PDT]

It is recognized that significant changes with respect to Indigenous Services, both in legislation and practice, is required and anticipated. There may be current practices and/or matters of evolving self-determination that require specific consideration and may not be fully consistent with the Consensus Agreement dated June 4, 2011. These matters will be bargained locally and take precedence over the provisions in the Consensus Agreement dated June 4, 2011.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBrun
Jenn LeBrun (Mar 1, 2024 20:26 EST)

Anita Ribby
Anita Ribby (Mar 2, 2024 10:11 EST)

Kim Griev
Kim Griev (Mar 18, 2024 08:58 EDT)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

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LETTER OF UNDERSTANDING #7

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: RETIREMENT BENEFIT AND COST CONTAINMENT

This will confirm the understanding of the Parties reached during collective bargaining that the Parties agree to meet and explore options for cost containment in relation to the amount paid by the Employer and eligible employees for the retirement benefits that are provided under Article 19 of this Collective Agreement.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBlond
Jenn LeBlond (Mar 1, 2024 20:26 EST)

Anita Ribby
Anita Ribby (Mar 2, 2024 10:11 EST)

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Kim Grieve (Mar 18, 2024 08:58 EDT)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #8

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: PREGNANCY/PARENTAL/ADOPTION LEAVE TOP UP (ARTICLE 20.16) BRIDGE FOR FORMER CHILDREN'S AID SOCIETY OF HALDIMAND AND NORFOLK ("CASHN") WITH 2 YEARS OF SERVICE AT RATIFICATION

For the duration of this Collective Agreement expiring March 31, 2025, those former employees of CASHN referred to in Article 20.16 who have two (2) years of service at the date of ratification of this Collective Agreement expiring March 31, 2025, shall maintain their pregnancy/parental/adoption leave top-up entitlement as it previously existed under Article 22.08 of the CASHN collective agreement that expired on March 31, 2022. The length of that top-up entitlement under the CASHN collective agreement is a maximum of fifteen (15) weeks of the seventeen (17) weeks of Pregnancy Leave and/or for a maximum of twenty (20) weeks of the sixty-one (61) or sixty-three (63) weeks, as applicable, of Parental Leave.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBrun
Jenn LeBrun (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Grieve
Kim Grieve (Mar 18, 2024 08:58 EDT)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #9

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: NATIONAL INDIGENOUS PEOPLES DAY

This will confirm the understanding of the parties reached during collective bargaining that the Employer shall continue to provide bargaining unit employees who identify as Indigenous with the day, or part of the day if preferred, free from their normal work functions with the equivalent of the employee's basic salary rate for one (1) day to participate in National Indigenous Peoples Day for the purposes of reflection, observance and/or participation in distinct Indigenous celebration and/or traditions and activities on June 21st each year.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LaRue
Jenn LaRue (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Griev
Kim Griev (Mar 18, 2024 08:58 EDT)

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Ken Giesen (Mar 4, 2024 07:39 EST)

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Kathleen Webb (Mar 1, 2024 13:18 EST)

Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

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LETTER OF UNDERSTANDING #10

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: POLICIES

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement which expires March 31, 2025, with respect to the following:

The parties agree to adhere to the following policies and their successor policies as the policy harmonization process continues for the Employer. The Employer shall consult with the Union Management Committee prior to amending these Policies. These Policies shall not form part of the Collective Agreement.

- i. 16.4 Harassment, Violence, Bullying and/or gossip in the Workplace
- ii. HR 17.2 Security System
- iii. HR 16.6 Safety Protocol for Front Line Staff
- iv. HR 16.7 Alert Protocol
- v. HR 16.5 Domestic Violence in the Workplace Policy

Electronically signed this 1st day of March, 2024

FOR THE UNION

FOR THE EMPLOYER

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBlond
Jenn LeBlond (Mar 1, 2024 20:26 EST)

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Harmony Conti (Mar 1, 2024 14:36 EST)

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #11

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: LOCAL SUPERIOR PROVISIONS [PDT]

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building, and creating capacity in the sector.

The Consensus Agreement signed on June 4th, 2011, states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement and where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed Collective Agreement, unless mutually agreed locally by the parties.

The parties to this Collective Agreement agree that the aforementioned superior provisions obligation had been fulfilled by the terms of the April 1, 2022, to March 31, 2025, Collective Agreement. This letter of understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement, grievance, or arbitration. This Letter of Understanding shall remain in full force and effect for the term of this Collective Agreement and shall not automatically renew at the expiry of the April 1, 2022, to March 31, 2025, Collective Agreement except by express agreement of the parties.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBlond
Jenn LeBlond (Mar 1, 2024 20:26 EST)

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Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

[Signature]

[Signature]

LETTER OF UNDERSTANDING #12

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: BENEFITS SAVINGS [PDT]

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

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn Le...
Jenn Le... (Mar 1, 2024 20:26 EST)

Anita Bibby
Anita Bibby (Mar 2, 2024 10:11 EST)

Kim Grieve
Kim Grieve (Mar 18, 2024 08:58 EDT)

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FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

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LETTER OF UNDERSTANDING #13

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES [PDT]

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, 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:

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

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement grievance or arbitration.

This Letter of Understanding shall remain in full force and effect for the term of this Collective Agreement and shall not automatically renew at the expiry of the Collective Agreement except by express agreement of the parties.

Electronically signed this 1st day of March, 2024

FOR THE UNION

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBrun
Jenn LeBrun (Mar 1, 2024 20:26 EST)

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Harmony Conti
Harmony Conti (Mar 1, 2024 14:36 EST)

FOR THE EMPLOYER

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

LETTER OF UNDERSTANDING #14

between:

Child and Family Services of Grand Erie
(the "Employer")

and

The Canadian Union of Public Employees – Local 7070
(the "Union")

RE: HUMAN RESOURCE ADJUSTMENT PLANS (HRAP) [PDT]

The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Appendix A", 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. HRAPs are intended to minimize adverse impacts during those integrations.

Electronically signed this 1st day of March, 2024

FOR THE UNION

FOR THE EMPLOYER

Jennifer Kirby
Jennifer Kirby (Mar 1, 2024 15:44 EST)

Jenn LeBrun
Jenn LeBrun (Mar 1, 2024 20:26 EST)

Anita Bibby
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Harmony Conti (Mar 1, 2024 14:36 EST)

Sarah Robertson
Sarah Robertson (Mar 15, 2024 13:32 EDT)

christine shea
christine shea (Mar 5, 2024 14:05 EST)

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APPENDIX A

CASPDT

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

PROVINCIAL DISCUSSION TABLE (PDT) CONSENSUS AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as "CUPE")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(hereinafter referred to as "OPSEU")

- and -

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

(hereinafter referred to as "CEP")

- and -

SIMCOE CAS EMPLOYEE ASSOCIATION

(hereinafter referred to as "SIMCOE CAS ea")

- and -

CHILDREN'S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP

(hereinafter referred to as "THE EMPLOYERS")

June 3rd, 2011

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

ARTICLE 1 - SCOPE AND PURPOSE

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

with the following.

ARTICLE 2 - GENERAL

- 2.01** Except as provided under applicable 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.

ARTICLE 3 - DEFINITIONS

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

ARTICLE 4 - SENIORITY

4.01 Seniority will be recognized as set out under *PSLRTA*. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:

- a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
- b) Employees who are working simultaneously at two (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).

ARTICLE 5 - ACCESS TO WORK

5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:

- a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities, and qualifications required.
- b) The projected staffing needs of the Successor Employer will be made known to all of the affected unions.
- c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
- d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph (a), supra.
- e) Should the Successor Employer and the affected Unions be unable to agree on the

composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under *PSLRTA*, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.

- f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
- g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.

5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 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.

ARTICLE 6 - BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 - LABOUR ADJUSTMENT OPTIONS

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

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

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

Employment Standards Act, 2000. Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the applicable collective agreement.

ARTICLE 8 - TERMS OF EMPLOYMENT

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

ARTICLE 9 - DISPUTE RESOLUTION PROCESS

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

ARTICLE 10 - TERM AND APPLICATION

- 10.01** The term of this agreement is the same as the term of the CAS PDT Consensus Agreement.
- 10.02** The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.
- 10.03** This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e., Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT agreement.

APPENDIX B - SENIORITY

Seniority List Generation Guide April 2022

- The seniority list calculates YOS based on the static date of the date of seniority list posting (i.e. April 1, 2022)
 - **Legacy Brant** the date of seniority list posting (Minus) Date of hire (minus) any discredited service
 - **Legacy CASHN** the date of seniority list posting (minus) adjusted seniority date (which accounts for any discredited/extra credit service)
- Two lists are generated- Where they are listed on the seniority list reflects their home position
 - 1 list for Part-time/Casual employees
 - Part-time/Casual employees are only listed by date of hire and no DOS or YOS
 - If an employee moves from part-time to full-time permanent, their date of hire will be the date they were hired into a full-time permanent role however their seniority date will be adjusted with extra seniority credit for the equivalent time worked in the part-time position (1 year = 1820 hours worked), so long as there was no break in service with the Employer.
 - 1 List for full-time employees
 - Employee's seniority date is their date of hire as a full-time employee
 - Full-time, contract employees are not listed on the seniority list
 - If a full-time, permanent employee has worked a full-time contract position with the Employer, with no break in service, prior to their hire in a full-time permanent role, they will be credited with the seniority date of their date of hire in the contract full-time position
 - Seniority may have "discredited" days due to legacy collective agreement provisions and new collective agreement provisions (e.g. Education leaves, EI LOA)
- If two (2) employees have the same date of hire, whomever signed the hire letter first is credited with more seniority.

Note:

CERB and IDEL leaves from March 20th, 2020, to July 21st, 2022, are eligible for seniority accumulation.

**Legacy Agreement Seniority Language which impacts seniority credited
as at April 1, 2022**

Brant:

- a) An employee shall lose seniority and be deemed to have terminated employment with the Employer if the employee:
 - i) Is discharged for just cause and is not reinstated;
 - ii) Resigns;
 - iii) Is absent from work in excess of three (3) working days without notifying the Manager, unless such notice is not reasonably possible;
 - iv) Fails to report for work within ten (10) days after being notified by registered mail to return to work following a layoff;
 - v) Fails to notify the Executive Director by registered mail postmarked within five (5) days after the receipt of such notice of the intention to report for work;
 - vi) Is laid off for a period of longer than eighteen (18) months;
 - vii) Fails to return to work upon termination of an authorized leave of absence without reasonable and satisfactory proof for the cause of the delay;
 - viii) Is on Workplace Safety and Insurance Board full-time benefits for a period of longer than three (3) continuous years;
 - ix) Is in receipt of compensation under the Long Term disability Plan for a period of longer than two (2) continuous years.

- b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
 - i) When on layoff for a period of up to eighteen (18) months;
 - ii) When on Workplace Safety and Insurance Board full-time benefits that do not exceed three (3) continuous years;
 - iii) When in receipt of compensation under the Long Term disability Plan for a continuous period up to two (2) years;
 - iv) When on an approved leave of absence, with the exception of pregnancy and parental leave granted in accordance with Article 16.04, for a period longer than thirty (30) calendar days;

- c) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
 - i) When on paid sick leave prior to the commencement of any compensation that may be payable under the Long-Term Disability Plan;
 - ii) When on pregnancy and parental leave granted in accordance with Article 16.04;
 - iii) When on approved leave of absence that does not exceed thirty (30) calendar days.

CASHN

The Employer shall maintain a master seniority list showing the date upon which each employee's service commenced. The Employer shall prepare and post the seniority list on the Staff Home Page and email the list to the Union. This list shall be brought up-to-date as of April 1st and November 1st of each year and posted on the Staff Home Page and emailed to the Union. At any time during working hours, up-to-date seniority information shall be available, on reasonable notice, to the Union on application to the Executive Director, or designate.

14.03 Seniority will be recognized from the date of first hire into a bargaining unit position with the Employer. This excludes any period in which the employee was employed in a management job, had a break in employment status, and (subject to the provisions of the *Employment Standards Act*, *Workplace Safety and Insurance Act*, or other applicable legislation) was on an unpaid leave of absence from the Employer. Upon the completion of the probationary period, a new employee shall be granted seniority for all hours worked in a prior contract position with the Employer, provided that the contract ended less than 12 months prior to the employee commencing employment in the bargaining unit position.

14.04 Seniority rights shall cease and an employee's employment shall be deemed terminated for any of the following reasons:

- 1) if the employee resigns;
- 2) after eighteen (18) consecutive months of layoff;
- 3) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- 4) if an employee has been absent from work in excess of five (5) working days without sufficient cause or without notifying the employee's immediate superior, unless satisfactory reason is given;
- 5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail or notification delivered by courier to the last known address on the Employer's records, to report for work and does not give a

satisfactory reason;

- 6) if an employee overstays a leave of absence granted by the employer in writing and does not secure an extension of such leave, unless a satisfactory reason is given;
- 7) upon retirement.

14.05 No employee shall be promoted to a position outside the bargaining unit without the employee's consent. If an employee is promoted to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the Unit for a period of not more than twenty-four (24) months. If such employee returns to the bargaining unit, the employee shall be placed in a job consistent with his/her seniority provided he/she is able to meet the normal requirements of the job. Such return shall not result in the layoff or bumping of an employee holding greater seniority.