



COLLECTIVE AGREEMENT

**The Windsor-Essex Children's Aid Society
and
The Canadian Union of Public Employees
and it's Local 2286.1**

April 1, 2021 – March 31, 2024

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LAND ACKNOWLEDGEMENT AND COMMITMENT

The Parties acknowledge and recognize that Windsor-Essex Children's Aid Society is located on the traditional territories of the Three Fires Confederacy made up of the Ojibwa, Odawa, and the Potawatomi Nations and the ancestral and unceded territory and waters of Caldwell First Nation whose people are the original people of Pelee Island and Point Pelee.

The Ojibwa, Odawa, and Potawatomi Nations agreed to share this territory with the British Crown by way of the 1790 Treaty referred to as the McKee Purchase/Treaty of Detroit. This territory is the home of the Anishnaabeg who are represented by the Walpole Island First Nation and the Lunaapeew who are represented by the Delaware Nation.

We together recognize that acknowledging the land is but one way to express gratitude and appreciation to those whose territory we stand on. It is a way to honour Indigenous peoples who have lived and worked on this land, since time immemorial. It is an act of reconciliation and one of many steps towards dismantling continued impacts of colonialism.

Further, it is incumbent upon us to acknowledge the historical and continuing role of child welfare in perpetuating the intergenerational trauma that past actions such as the Sixties Scoop have had on Indigenous children, youth, and families in the Windsor-Essex County area and beyond.

ARTICLES

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Windsor-Essex Children's Aid Society (hereinafter referred to as the Society) and its Employees; to maintain harmonious relations between the Society and its Employees; to promote the morale, well-being and security of all Employees; to provide the mechanisms for the prompt and equitable resolution of disputes; to encourage efficiency in operation; to recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, etc.; and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement and further subject to the fulfilling of the objectives of the Society to give service to the public in accordance with the *Child, Youth and Family Services Act, 2017* and any amendments thereto.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Society recognizes the Union as the sole and exclusive bargaining agent for all Employees employed by the Windsor-Essex Children's Aid Society, save and except Supervisors and Managers, persons above the rank of Supervisor and Manager, the Executive Assistants, Payroll and Benefits Specialist, Legal Counsel, Human Resources Advisors, Human Resources Assistant, Employees recognized under the CUPE Local 2286.2 Collective Agreement, students employed during the school vacation period, and students employed on a co-operative program or government grant.

2.02 The Society shall provide the Union with job descriptions for any new position established by the Society. The parties shall meet to discuss whether such new positions fall within the scope of the Bargaining Unit. If the parties fail to agree, the matter may be referred to the Ministry of Labour or arbitration for final resolution.

ARTICLE 3 – UNION MANAGEMENT RELATIONS

3.01 The Society and the Union shall establish a committee to be known as the Union Management Relations Committee composed of five (5) representatives of the Society and five (5) representatives of CUPE Local 2286.1. Providing there is an agenda, the Committee shall meet at the request of either party quarterly, or more often as may be mutually agreed, for the purpose of discussing any matters of concern to the parties except grievances when in writing. Either party shall give notice in writing to the other of matters it wishes discussed at least one week prior to the meeting. The Committee shall make recommendations to the Union and the Society with respect to its discussions and conclusions.

3.02 No Employee shall be required or permitted to make a written or oral agreement with the Society, which contravenes the terms of this Agreement.

- 3.03 Any mutually agreed upon changes to this Agreement shall be in writing and signed by the parties hereto and form part of this Agreement.
- 3.04 The Union will be given reasonable access to bulletin boards on the Society's premises for the purpose of posting notices on matters relating to the Bargaining Unit Employees. All such notices shall be signed by a member of the Union Executive and copied to the Executive Director.
- 3.05 The Society shall pay the cost associated with the preparation of the copies of the agreement within thirty (30) days following execution of the draft Collective Agreement. The Society shall provide electronic copies of the Agreement to its Employees and ten (10) hard copies to the Union. Hardcopies of the Agreement will be provided to Employees, upon request.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.01 Respectful Workplace

The Society and the Union jointly affirm that every Employee shall be entitled to a respectful workplace and are committed to supporting and promoting an environment that is free from disruptive workplace conflict and disrespectful behaviour. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour. The Society and the Union take pride in the fact that our workforce is comprised of a diverse group of employees and as such, we are committed to anti-racism, anti-black racism, and anti-oppression.

The principal of fair treatment is a fundamental one and both the Society and the Union will not condone any improper behaviour on the part of any person, which would jeopardize an Employee's dignity and well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a physically psychologically and culturally safe and healthy workplace.

Psychologically Safe Workplace is one that promotes Employees' psychological well-being and actively works to prevent harm to Employee psychological health due to negligent, reckless or intentional acts.

Culturally Safe Workplace means an environment which is spiritually, socially and emotionally safe, as well as physically safe for people; where there is no assault, challenge or denial of their identity, of who they are and what they need.

- 4.02 The Society and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

4.03 The Society, the Union and the Employees recognize the right of all persons employed by the Society to work in an environment free from harassment of any kind, subject to the *Ontario Human Rights Code* and the Society's policy and procedures concerning harassment in the workplace.

4.04 **Harassment** includes any behaviour, comments or conduct of an abusive nature, persistent or otherwise, made by an Employee of the Society who knows or ought reasonably to know that such behaviour, comments or conduct is unprofessional, and would tend to torment, give affront to, harm emotionally or harm in terms of job benefits, another person. This includes insults, jokes, remarks or humiliating actions, which are demeaning and undermine a person's worth and dignity.

Harassment is not good-natured jesting when both parties find the conduct acceptable, an occasional compliment, an isolated insult or adverse comment, and the normal supervision of an Employee.

Bullying can also be considered harassment in the workplace. Bullying is usually seen as acts or verbal comments that could psychologically or 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people. It has also been described as the assertion of power through aggression. The actions can be obvious, and subtle. Although bullying is usually considered to be a pattern of behaviour where one or more incidents will help show that bullying is taking place, it may be one incident, especially one that has a lasting effect. Some examples of bullying include but are not limited to:

- Spreading malicious rumours, gossip, or innuendo.
- Excluding or isolating someone socially.
- Intimidating a person.
- Undermining or deliberately impeding a person's work.
- Physically abusing or threatening abuse.
- Removing areas of responsibilities without cause.
- Constantly changing work guidelines.
- Establishing impossible deadlines that will set up the individual to fail.
- Withholding necessary information or purposefully giving the wrong information.
- Making jokes that are 'obviously offensive' by spoken word or e-mail.
- Intruding on a person's privacy by pestering, spying or stalking.
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure).
- Underwork – creating a feeling of uselessness.
- Yelling or using profanity.
- Criticizing a person persistently or constantly.
- Belittling a person's opinions.
- Unwarranted (or undeserved) punishment.
- Blocking applications for training, leave or promotion.
- Tampering with a person's personal belongings or work equipment.

Upon receipt of a formal harassment complaint, depending on the circumstances, a decision may be made by the Society, where necessary, to outsource the investigation to an external third party. Depending on the individual circumstances of the situation, should the Union believe a third-party investigator is necessary, they shall outline in writing the facts/evidence they believe warrant the utilization of an external investigator. The Society will take the Union's recommendation under advisement when making the final decision pertaining to who will investigate the complaint.

Sexual Harassment is:

- (a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
 - (b) Implied or expressed promise of reward for complying with a sexually oriented request;
 - (c) Implied or expressed threat of reprisal or the denial of opportunity for refusal to comply with a sexually oriented request;
 - (d) Sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work;
 - (e) Any verbal or physical conduct that emphasizes sexuality, sexual identity or sexual orientation in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
 - (f) Display of sexually oriented materials.
- 4.05
- (a) One of the options in dealing with any complaint of sexual harassment or harassment is to file a grievance at Step 3 in Article 9 of the Collective Agreement.
 - (b) Where the harasser is the person who would normally deal with Step 3 of the grievance, the complaint shall automatically be sent forward to the Executive Director of the Society.
 - (c) A complaint of this nature shall be promptly investigated and appropriate action taken. A Union Representative shall be notified immediately and shall be present at any meetings held with a bargaining unit member, in regard to the allegation(s).
 - (d) Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

- (e) As a result of a sexual harassment or harassment grievance, or as a resolve of such grievance, the grievor shall not be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts as long as this Agreement continues to operate. The words “strike” and “lockout” shall have the meaning given to them by the *Ontario Labour Relations Act*.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union acknowledges that the management, control and supervision of the Society’s operations and services and the direction of its Employees are vested solely and exclusively in the Society, subject to the terms of this agreement, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Society to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline Employees, provided that the claims by Employees who have completed their probationary period and have been discharged or otherwise disciplined without just cause, may be the subject of a grievance and dealt with in accordance with the grievance procedures hereinafter provided;
- (c) Determine in the interest of efficient operations and the highest standards of service, classifications, schedules of work, assigned work, methods of doing the work and the working establishment for any services;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and facilities to be used in connection therewith;
- (e) Make, enforce and alter, from time to time, rules and regulations to be observed by all Employees. Prior to implementation of such rules and regulations, a representative of the Society will advise the Union, in writing, of such rules and regulations. Any new or altered rules or regulations shall be posted at least seven (7) calendar days before they are to come into effect.

6.02 The Society agrees that these rights shall be exercised in a fair and consistent manner with the expressed provisions of this agreement.



ARTICLE 7 – REPRESENTATION AND UNION RELEASE TIME

- 7.01 The Society acknowledges the right of the Union to appoint or otherwise select six (6) Stewards, one of whom shall be designated the Chief Steward, and a Grievance Committee of not more than three (3) Employees, which shall be recognized for the purpose of representation of Employees on matters arising from this Agreement. Each Steward and Committee member shall have at least six (6) months' seniority. The Union shall select or otherwise appoint the Grievance Committee members from among the Steward body or the Union Executive and at least one (1) member shall be a Steward.
- 7.02 The Union acknowledges that members of the Grievance Committee, Stewards, and Union Officers have regular duties to perform on behalf of the Society. In accordance with this acknowledgement, members of the Committee, Stewards, and Union Officers shall not absent themselves from their work without first obtaining the permission of their immediate Supervisor, such permission not to be unreasonably withheld, nor shall they absent themselves from their work for more time than is reasonably necessary for the processing of grievances. The responsibilities of the Grievance Committee herein shall commence upon the filing of a written grievance. All time spent during working hours in performing such duties shall be considered as time worked and accordingly no Employee shall suffer any loss of wages or benefits.
- 7.03 The Society shall provide a total minimum of four (4) paid hours per month to be shared between the CUPE 2286.1 Vice Presidents for the purpose of Union work. Such time shall not include return to work, union/management and/or grievance/employee relations meetings.
- 7.04 The Society shall not be liable for the pay of any Employee, whether the member of any Committee provided for herein or not, when such Employee is absent from work in the preparation for or attendance at an Arbitration Hearing. However, the Society will at first instance pay the Employee any wages for time so spent, but will be reimbursed by the Union for such wages within thirty (30) days of the Union's receipt of the billing therefore.
- 7.05 The Union shall have the right to the assistance of a representative(s) of C.U.P.E. when meeting with the Society.
- 7.06 The Society further acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) Employees (and an alternate who shall only act in the absence of a regular member of the Committee) all of whom have attained at least six (6) months seniority, and the Society will recognize and deal with this Committee with respect to the negotiations for the renewal of this Agreement.
- 7.07 Employees on the Negotiating Committee shall suffer no loss of wages or benefits for time spent in meetings with the Society during regular working hours for the renewal of this Agreement up to the completion of conciliation or meetings with the mediation officer. As well, Employees on the Negotiating Committee shall suffer no loss of wages or benefits for up to five (5) working days for proposal preparation and one (1) working day to finalize

the proposal. The Union will notify the Director of Human Resources or designate in writing of the days to be taken for proposal preparation and finalization.

7.08 The Union shall notify the Director of Human Resources or designate in writing of the names of the Union Executive, Stewards and all Committee Members and the Society shall not be required to recognize such persons until so notified.

7.09 The Union Executive and duly recognized members of the Committee shall suffer no loss of wages or benefits for all time spent meeting with the Society during their regular working hours.

7.10 (a) **Union Leave**

Leaves of absence without pay shall be granted to Employees to attend to official Union business, providing it does not interfere with the efficient operations of the Society. Requests will be submitted to the immediate Supervisor two (2) weeks prior to the scheduled Union event. Such leave shall not be unreasonably withheld. The Society reserves the right to limit such time if it becomes excessive. During such leave, the Society shall maintain the Employee's wages and benefits. The Union, however, shall reimburse the Society within thirty (30) days for such costs during the period of absence.

(b) An Employee elected or appointed to a position with the Union, or with the National Union, Ontario Federation of Labour or Canadian Labour Congress shall be granted a leave of absence without pay or benefits, but without loss of seniority for the period of the term of office or appointment. Upon completion of term of office or appointment the Employee shall be returned to their former position and salary if it exists or a similar position if it does not exist.

7.11 The President or designate of the Local shall be entitled to a leave of absence with pay and without loss of seniority or benefits for the purpose of conducting Union business. At the end of the President's term in office, they shall be returned to their former position, if it exists or a similar position if it no longer exists. The cost of the President's annual salary and benefits will be shared 50/50 between the Society and the Union. It will be the responsibility of the Local to compensate the President for all time worked beyond the standard workweek per Article 21. The President or designate shall be paid at pay band seventeen (17).

ARTICLE 8 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

8.01 All present Employees as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All new Employees as a condition of employment shall become and remain in good standing members of the Union upon commencement of employment.

- 8.02 The Society agrees to acquaint Employees at the time of their hiring with the fact that the Collective Agreement is in effect and to bring to their attention the provisions dealing with dues check-off.
- 8.03 On commencing employment, the Employee's immediate Supervisor shall advise the new Employee of the names of the Union Executive and Stewards and during the first thirty (30) days of employment, a Union Representative shall have the opportunity of meeting with such new Employee without loss of pay for a maximum of thirty (30) minutes for the purpose of acquainting the new Employee with the provisions of this Collective Agreement.
- 8.04 The Society shall deduct from every Employee commencing with the first pay period any dues or initiation fees levied by the Union.
- 8.05 The Society shall forward in one cheque the amount so deducted, accompanied by the list of the names of the Employees, indicating the amount so paid by each Employee to the Secretary Treasurer of the Union no later than the fifteenth (15th) day of the month following the month on which said dues were deducted.
- 8.06 The Union shall notify the Society in writing of the amount of such monthly dues and one (1) month prior to any change in the amount of said dues becoming effective.
- 8.07 The Union agrees to indemnify and hold harmless the Society against any and all liability, which may arise by reason of the deductions made by the Society in accordance with this Agreement.
- 8.08 The Society shall specify in the Income Tax (T-4) slips given to each Employee the amount of Union dues paid by each Employee in the previous year.

ARTICLE 9 – GRIEVANCE PROCEDURE

Information/Pre-Grievance Stage

- 9.01 (a) It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- (b) It is the mutual desire of the parties that complaints of Employees be adjusted as quickly as possible and it is understood that if an Employee has a complaint, the Employee shall discuss it with the Employee's immediate Supervisor within seven (7) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Employee in order to give the immediate Supervisor an opportunity of adjusting the complaint. The Employee's Union Representative may be present at the request of the Employee.

- (c) If the matter is not resolved at the informal verbal stage, within seven (7) working days following the discussion, this complaint or difference may be grieved and disposed of in the following manner.
- (d) Any equity-seeking Employees can request to have the CUPE Equity Officer and/or the Director of Equity, Diversity and Inclusion attend these meetings for support and advocacy.
- (e) At the request of the Employee, an Elder will be present when dealing with issues affecting an Employee who identifies as Indigenous.

9.02 **STEP ONE**

If the complaint or difference described above is not settled satisfactorily, the grievance of the Employee shall be presented, in writing, to the Employee's Supervisor on a standard form supplied by the Union and shall be signed by the Employee concerned and the Union Representative. The grievance shall contain a statement of the facts, the Article or Articles of which a violation is alleged, the grounds upon which the alleged violation is based and indicate the redress sought. A meeting shall be arranged within five (5) working days to discuss the grievance. The Supervisor shall give their decision in writing within seven (7) working days of the submission of the grievance at Step One.

STEP TWO

If the grievance is not resolved under Step One, the Union may submit the written grievance to the appropriate Department Director of the Society, or designate, within seven (7) working days from the time the reply is received or should have been received in Step One.

The Department Director, or designate, shall hold a meeting with the Union to discuss the grievance within seven (7) working days of receipt. The Department Director or designate shall have seven (7) working days from the date of the meeting to render a decision. Such decision shall be in writing.

STEP THREE

If the Union is not satisfied with the decision of the Department Director or designate at Step Two or if the Union does not receive the decision within the specified time limits, the Union may submit the grievance in writing to the Human Resources Director, or designate, within seven (7) working days from the time the reply is received or should have been received in Step Two. A meeting shall be arranged to discuss the grievance within five (5) working days. The Human Resources Director, or designate, shall have seven (7) working days from the date of the meeting to render a decision in writing.

- 9.03 At meetings held at each step of the Grievance Procedure the Grievor and their Steward and/or Union Representative shall have the right to be present.

9.04 For the purpose of clarification, a representative of the Society's Human Resources Department will not be present at a Step One or Step Two grievance meeting unless the Local Union President (or designate) and/or a representative from the National Union is in attendance.

9.05 **Grievance Re: Disciplinary Suspension or Discharge**

In the case of a grievance alleging improper disciplinary suspension or discharge the grievance shall be filed at Step Three (in writing to the Human Resources Director or designate) of the Grievance Procedure within five (5) working days after the date of the disciplinary suspension or discharge.

9.06 **Union/Policy Grievance**

Where a dispute between the Union and the Society involving a question of general application or interpretation of the Agreement or where a group of Employees or the Union has a grievance, a policy grievance may be filed commencing at Step Three (in writing to the Human Resources Director or designate) of the Grievance Procedure. A Union/Policy Grievance must be submitted within ten (10) working days following the date on which the Union became aware of the event or action that gave rise to the grievance.

9.07 **Employer/Policy Grievance**

It is understood that the Society may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Society and the Union. Such grievances shall be presented, in writing, to the local Union President. A meeting shall be arranged within five (5) working days to discuss the grievance. The local Union President shall respond to the grievance, in writing, to the Human Resources Director or designate within seven (7) working days of the meeting. If the Society is not satisfied with the response, the grievance may be submitted to arbitration.

9.08 Failure of the Society to comply within the time limits provided herein shall entitle the Employee or the Union to proceed to the next step of the grievance procedure. Failure of the Union to comply with the time limits herein shall be deemed to be an abandonment of the grievance. Time limits shall be mandatory but may be extended by mutual written agreement. All time limits referred to in the grievance procedure shall commence with the next first full working day.

9.09 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the mediator and the time line for mediation to occur.

9.10 **Process of PDT Referral to Local Tables and Dispute**

- (a) The Employers group shall forward a copy of this agreement to the Executive Director of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date.
- (b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts 9.10; 13.08; 14.01; 14.06 (c) & (d); 15.11 (a) & (b); 28.03; 28.09 and Letters of Understanding numbers 10, 11, 12, 13 & 14 above by their local principals.
- (c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (d) Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT agreement the provisions of the local Collective Agreement shall be used to resolve such disputes.
- (e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local Collective Agreement such that Part 16 (d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - (i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - (ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
 - (iii) The arbitrator will have the same powers and authority as set out in section 48 of the *Ontario Labour Relations Act*. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.

If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

ARTICLE 10 – ARBITRATION

- 10.01 If the decision of the Human Resources Director or designate following Step Three of the grievance procedure is not satisfactory to the aggrieved party, such grievance may be submitted to arbitration, provided that written notice of appeal to arbitration is served on the Human Resources Director within twenty-one (21) working days of the delivery of the decision then being appealed from.
- 10.02 If the parties fail to agree upon the selection of a sole arbitrator within fourteen (14) calendar days of the submission of a Notice of Appeal to Arbitration, then either party may within a further seven (7) calendar day period request the Minister of Labour for the Province of Ontario to designate an arbitrator.
- 10.03 The cost of the arbitrator shall be shared equally by the Society and the Union and the decision of the arbitrator shall be final and binding upon the parties.
- 10.04 The arbitrator shall not have the jurisdiction to alter or amend any of the provisions of this agreement or to substitute any provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty if it is just and equitable to do so.

ARTICLE 11 – SUSPENSION, DISCHARGE AND DISCIPLINE

- 11.01 If a member of management intends to interview an Employee and the purpose of the interview is to be disciplinary, the Employee shall be informed of the nature of the meeting in order that a Union Representative may be present at any such interview. For the purposes of shadowing and where extenuating circumstances exist, the Employee shall be afforded two (2) Union Representatives. The Employee is permitted to meet privately with the Union Representative prior to the meeting which may result in discipline
- 11.02 A copy of any disciplinary notice will be promptly given to the Employee and the Union Representative and shall state the reasons for the discipline imposed. In the event of a suspension or discharge, the notice must be given prior to the suspension or discharge taking effect.
- 11.03 No disciplinary action shall be taken later than ten (10) working days after the Society became aware of the circumstances giving rise to the cause for the disciplinary action. If an Employee is absent from employment during such period, the time limits shall then be extended by the number of days of such absence.
- 11.04 At the request of the Employee, an Elder will be present when dealing with issues affecting an Employee who identifies as Indigenous.

11.05 Any equity-seeking Employees can request to have the CUPE Equity Officer and/or the Director of Equity, Diversity and Inclusion attend these meetings for support and advocacy.

ARTICLE 12 – PERSONNEL RECORDS

12.01 The Employees shall have the right, during their working hours, to have access to and review their human resources personnel file and medical file in the presence of the Human Resources Advisor or their designate. An Employee shall have the right to respond in writing to any document contained in the personnel file(s) by delivering a response to the Human Resources Advisor.

12.02 Employees shall receive copies of their performance appraisals. Performance appraisals shall not be used for disciplinary purposes. An Employee's signature on a performance appraisal will indicate only that its contents have been read and shall not indicate that the Employee concurs with the statements contained in the appraisal. An Employee has the right to make written comments and attach them to the appraisal.

12.03 Records of disciplinary action, including non-disciplinary memos to file, shall be removed from the Employee's file eighteen (18) months from the date of issue. A record of disciplinary action shall not be used against an Employee provided that no additional disciplinary action relating to a similar occurrence has been taken against the Employee within the eighteen (18) month period.

ARTICLE 13 – SENIORITY

13.01 (a) Seniority, for the purposes of this Agreement, for permanent full-time Employees, shall be defined as length of service in the Bargaining Unit from the last date of hire. Seniority shall operate on a Bargaining Unit-wide basis except where otherwise stated in this Agreement.

(b) Seniority, for the purposes of this Agreement, for permanent part-time Employees, shall accumulate based on actual hours worked. One year of service equals one thousand, seven hundred and fifty-five (1,755) hours worked.

13.02 (a) An Employee save and except an Unauthorized Child Protection Worker will be considered probationary for the first six (6) months of service.

(b) An Unauthorized Child Protection Worker will be considered probationary for the first nine (9) months of service.

(c) Seniority shall commence the day on which employment began. An Employee will be notified in writing that they have completed their probationary service. If such

notification is not received upon the date of completion of said probationary period, the Employee shall be deemed to have successfully completed their probationary period. If the Employee is judged unsatisfactory to the Society within the period of probation, that person's employment may be terminated without the right to file a grievance under this Agreement. Where two (2) or more Employees commenced work on the same day, the parties shall mutually agree to a method of lottery to determine their placement on the seniority list.

13.03 Accumulation of Seniority

An Employee shall accumulate seniority in the following circumstances only:

- (a) When at work for the Society within the Bargaining Unit, unless otherwise specified herein;
- (b) When absent from work due to layoff, in which case seniority will continue to accrue and shall be retained only for a period of twenty-four (24) months;
- (c) When absent from work due to sickness or accident for a period of twenty-four (24) months, after which seniority shall be retained only;
- (d) When absent on vacation or paid holidays as provided for in this Collective Agreement;
- (e) When absent from work due to approved leaves of absence, seniority will continue to accrue for a period of six (6) months after which seniority shall be frozen for the remainder of the approved leave;
- (f) When on approved Statutory leave of absence;
- (g) When in receipt of WSIB benefits.

13.04 Termination of Seniority

Seniority rights of an Employee shall cease and the employment shall be deemed to be terminated for any of the following reasons:

- (a) If an Employee resigns and/or retires from the Society;
- (b) If an Employee is discharged and such discharge is not reversed through the grievance and arbitration procedures;
- (c) If an Employee fails to report for work within ten (10) working days after the date of a registered letter from the Society recalling the Employee to work from a layoff, unless during such ten (10) day period written permission is received from the Society to extend the date of return to work;

- (d) If an Employee fails to return to work upon the expiration of a leave of absence, unless during such leave an extension is granted by the Society;
- (e) If the Employee is absent without permission for more than three (3) consecutive working days unless a valid reason for such absence is given;
- (f) If an Employee is on lay-off for a continuous period of twenty-four (24) months;
- (g) If an Employee is absent from work for more than twenty-four (24) months for reason of illness or other disability, without a prospect of return to work, the Employee will be required to select from one of the below options:
 - i. The Employee's employment will be severed with the Society and they will receive termination and severance pay in accordance with the *Employment Standards Act, 2000*, or
 - ii. The Employee can elect to retire and preserve their eligibility for retiree benefits as per Article 28.04
- (h) If an Employee accepts employment with another employer while on an approved leave of absence unless by mutual agreement between the parties;
- (i) If an Employee accepts a position with the Society outside of the Bargaining Unit except as provided for in this Collective Agreement.

13.05 All Employees shall at all times provide the Society with up to date addresses and telephone numbers and such shall be provided to the Union. The Society shall not be responsible for the failure of an Employee to receive any notice under the provisions herein if such Employee has not complied with this clause.

13.06 In the event that an Employee accepts a position with the Society outside the scope of this Collective Agreement, the Employee's seniority shall be frozen for the duration of the transfer, which shall not exceed twelve (12) months. If the Employee's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be returned to their former position and salary within the Bargaining Unit during such twelve (12) month period or as soon as practical thereafter.

13.07 Seniority List

The seniority list will be revised each six (6) months; a copy of the list will be posted on the intranet site and a copy will be given to the Union. The seniority list shall detail all Employee names, Bargaining Unit-wide seniority date, department, classification, full-time or part-time and current status. The seniority list shall be ordered according to seniority date, not the Employee's date of hire.

13.08 Recruitment and Retention – Mobility of Employees in the Child Welfare Sector

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

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

ARTICLE 14 – LAYOFF AND RECALL

14.01 A layoff shall be defined as a reduction in the workforce as defined in this Agreement, or a reduction in the normal daily or weekly hours of work for permanent staff, or the elimination of a permanent position. A layoff shall also be defined as a reduction in Bargaining Unit Employees and/or closure of programs, services or supports; restructuring; or any other initiative that would directly impact the job security of Bargaining Unit members. The Society shall provide the Union notice of layoff as per Article 14.06(a).

Transfers within a department shall not be construed as a layoff, provided the Society transfers the junior qualified Employee in the Department in the event there are no volunteers to accept the transfer.

The Society may transfer the junior qualified Employee from one classification to another within the same Department, for a maximum of ninety (90) working days. The junior qualified Employee will temporarily transfer to the new classification as soon as it is reasonably practical and, in any event, within sixty (60) calendar days from the date they received notification of the transfer. The employee will maintain their current rate of pay should they be temporarily transferred to a classification of a lower pay band. Should the Employee be temporarily transferred to a classification of a higher pay band, the Employee's rate of pay shall be temporarily adjusted to reflect the higher pay band for the duration of the transfer.

The Union and Society recognize that on occasion there is a necessity to extend temporary transfers to provide support to a specific classification. In the event of such a need, the Society will notify the Union of its intent to extend the temporary transfer for up to an

additional ninety (90) working days. The Society may only extend a temporary transfer once with mutual consent.

14.02 If the Society intends to initiate layoffs it will, as soon as possible, but prior to notice being given to the Employees affected as per Article 14.06, meet on an ongoing basis with the Union-Management Relations Committee, to minimize the impact on service including options, such as:

- (i) Posting and filling all vacancies;
- (ii) Inviting retirements;
- (iii) Accepting voluntary resignations;
- (iv) Offering leaves of absence to interested Employees; and/or
- (v) Any other feasible, mutually acceptable options, including the identification of retraining needs of Employees.

Pertinent staffing and financial information shall be provided to the Union-Management Relations Committee.

14.03 **Role of Seniority in Layoff**

- (a) In the event that a layoff within a classification (a specific job class as identified in Schedule A) is necessary, probationary Employees in the classification affected shall be laid off first and thereafter Employees within the classification affected will be laid off in reverse order of their seniority by classification, provided that the application of this Article shall be consistent with the Employees being retained at work having the necessary ability and qualifications to perform the work required.
- (b) Any Employee displaced as a result of the layoff or bumping procedure shall be entitled to accept the layoff or exercise their Bargaining Unit wide seniority to bump a less senior Employee in the department or any other department or position provided the Employee exercising the right has the necessary qualifications to perform the work required. The right to bump shall include the right to bump to a higher pay classification and the right to bump into an open vacancy should there be an open competition. An Employee shall only be successful in bumping into a vacancy when the Employee: is the most senior Employee who has bumped or applied on the vacancy; and meets the criteria outlined in Article 14.03 (c). In circumstances where an Employee successfully bumps into a vacancy, they will be entitled to the trial period outlined in Article 14.04 (a) and (b) of the Collective Agreement. If an Employee elects to bump, through an open competition, into a vacancy and there is a more senior Employee that has applied on the competition, the bump will not be entertained and the Employee would be entitled to apply and compete in the competition. The Employee would also be permitted to simultaneously exercise their Bargaining Unit wide seniority and elect to bump as per Article 14.03 (c).

- (c) Employees who elect to bump shall be deemed qualified for the position into which they elect to bump if they meet any one of the following criteria:
 - (i) Possesses the qualification, as outlined in the job description,
 - (ii) Has equivalent experience, as determined by the Society through an informal interview process addressing job specific skills and abilities, or
 - (iii) They were previously the incumbent in the job classification into which they now intend to bump.
- (d) An Employee who is given a notice of layoff or who is bumped pursuant to this Article must make an election with respect to the junior Employee within a classification they intend to displace within five (5) working days of the date of notice of layoff. Such election shall indicate the priority preference of the bump requests.
- (e) Further to 14.03 (d) above, when bumping into a classification, Employees are permitted to secure an Expression of Interest (EOI) work assignment and/or elect to move to a specific worksite location based on seniority. When this occurs, the least senior Employee within the EOI/at the worksite location, shall be displaced, however, shall remain in the classification, unless they are the most junior Employee within the classification.

14.04 (a) An Employee who bumps into a different position within the Department of Child Protection from what they held when laid off shall be subject to a six (6) month trial period, during which if the Employee's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be placed on layoff.

(b) An Employee who bumps into a different position within any other Department from what they held when laid off shall be subject to a four (4) month trial period, during which if the Employee's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be placed on layoff.

14.05 For the purposes of this Agreement , departments shall be deemed to be:

- (a) Administrative Services;
- (b) Maintenance;
- (c) Support Services;
- (d) Child Protection.

- 14.06 (a) In the event of an indefinite layoff within the Bargaining Unit, the Society shall:
- (i) Provide the Union with no less than seventy-four (74) calendar days' notice of the layoff; and
 - (ii) Provide to the affected Employee(s) if any, no less than sixty (60) calendar days' written notice of layoff, or pay in lieu thereof.
- (b) Employees who are to be laid off twenty-one (21) working days or less shall be given advanced notice equivalent to the number of days they are to be laid off or pay in lieu thereof.
- (c) The Union Management Relations Committee shall meet to discuss the implications of the layoff and possible alternatives to the proposed layoff(s) not later than one (1) week after notice of layoff is given to the Union. The Committee will identify retraining needs of Employees; pertinent staffing and financial information shall be provided to the Union Management Relations Committee.
- (d) An Employee who is subject to permanent layoff shall have the following entitlements:
- (i) If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work is not made available.
 - (ii) The Employee shall be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - (iii) The Employee may 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.

14.07 Recall Procedure

Recall rights extend for a two-year period from the date of last employment. If any Employee is laid off and subsequently recalled to a position and is later laid off again, the new layoff date becomes the start of the two-year period. An individual on layoff can have another job with another employer and still retain recall rights for the two-year period.

- 14.08 (a) Prior to the recall of laid off Employees, vacancies within the Bargaining Unit shall be posted pursuant to Article 15.02(a). When it is necessary to increase the department complement of Employees, Employees who have been laid off shall be recalled in order of seniority provided the application of this provision shall be consistent with the Employees recalled being able and willing to perform satisfactorily the Society's reasonable requirements which shall be equally applicable to all Employees.
- (b) Employees shall be notified of all job postings and recreated positions by registered mail or equivalent system to their last known address on record with the Society and must respond within fifteen (15) working days of receipt of notice. Failure to do so will result in Employees' loss of seniority rights, unless satisfactory proof is submitted within the notice period to substantiate that they cannot return for reason of illness; temporary absence from the Employee's designated address, provided the Society has been notified in advance of the temporary absence; or any other just cause.
- (c) If a laid off Employee is recalled to a temporary assignment which is four (4) weeks or less in duration, they will be entitled to sick leave and pro-rated vacation pay as per Articles 20 and 25. The Society will specify at the time of recall the length of employment and no further notice is required. Such Employees will not be eligible for benefits. A laid off Employee who refuses a recall to a temporary assignment shall not be subject to the provisions of Article 13.04(c).

14.09 No New Employees

No new Employees shall be hired until Employees on layoff, who have the qualifications, as outlined in the job description or equivalent experience to do the work have been given the opportunity of recall for any such position.

14.10 Grievances on Layoff and Recall

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

ARTICLE 15 – JOB POSTINGS

15.01 The Gender Neutral Joint Job Evaluation Maintenance Agreement and Manual shall form part of this Agreement. This procedure allows the Union and the Society the opportunity to submit problems concerning job descriptions and the rating of jobs to the Joint Job Evaluation Committee for resolution.

The parties acknowledge the importance of employing a workforce that reflects the diverse community we serve and are jointly committed to achieving a representative workforce. As such, the parties agree to follow the Equity Hiring Strategy as outlined in LOU # 17.

- 15.02 (a) When a new position is created or when a vacancy occurs within the Bargaining Unit, the position shall be emailed to all staff and posted on the Society's Intranet site for not less than five (5) working days and may be posted externally simultaneously. Such notice shall include the nature of the position, duration of temporary vacancy, if applicable, qualifications, salary scale and closing date for the application. Applications from non-Bargaining Unit applicants and those received from Bargaining Unit applicants after the application closing date shall not be considered unless there are no qualified Bargaining Unit applicants for the posted position. For the sake of clarity, Employees on layoff from the Bargaining Unit subject to recall shall be considered Bargaining Unit Employees for the posted position.
- (b) For an Employee to be eligible to compete for a temporary vacancy the Employee must be ready, willing and able to assume the position within a reasonable timeframe at the time of offer (i.e. as soon as their current workload can be transferred). Additionally, Employees that secure a temporary position shall not be eligible to apply on any subsequent temporary postings until the last sixty (60) calendar days of their current temporary contract.
- (c) The Union and Society recognize that on occasion there is a necessity to extend temporary vacancies that result from unexpected changes to approved leaves of absence, including, but not limited to, vacation, illness, pregnancy, parental and educational leaves. In the event of such extensions, which shall not exceed six (6) months, the Society shall notify the Union of its intent to extend the position and with the consent of the Union, a new posting is not required. For clarification, the date the incumbent commences the temporary assignment will be used as the start date for the purposes of determining the length and duration of the temporary vacancy. It is understood that the incumbent in the temporary vacancy shall be extended with their approval.
- (d) Employees from any classification wishing to apply for the position shall make an application in writing to the Society, including an up-to-date resume. In all cases of vacancy, the Employer will determine and award the position to the applicable applicant within sixty (60) calendar days of the job being posted. In the event this is not achievable, the Society commits to providing the Union and all applicants with an update as it relates to the status of the competition.
- (e) The successful applicant will be moved into the new job as soon as is reasonably practical and, in any event, within sixty (60) calendar days from the acceptance of a formal job offer or such later date as may be specified in the posting, unless such times are extended by the mutual consent of the Society and the Union. Should an Employee be absent from work at the time of offer, the sixty (60) calendar day timeframe shall automatically be extended to reflect the duration of the Employees absence. During the posting period and until the successful applicant is placed in the new job, the Society shall fill the position by way of a temporary placement.

- (f) Seniority will be the initial governing factor to determine the eligible applicant within a job posting subject to the following conditions:
- i. An Employee applying on a job posting within their current Department, as defined in Article 14.05 who possess the minimum qualifications outlined within the job posting will be deemed qualified, and should they be the most senior applicant, will be awarded the position.
 - ii. An Employee applying on a job posting that falls within their current Department, as defined in Article 14.05 who possess the minimum qualifications outlined in the job posting, and the qualifications differ from those defined within their current position, will be required to achieve a passing score of seventy (70) percent or better, through the written (h)(i) and oral interview (h)(ii) to determine if they have the skill, competence, and ability to perform the job responsibilities. If the Employee has previously held the posted position, the Employee will not be required to interview and seniority will govern. For example, an Employee from the IT classification(s) who applies for a position within the Court Services Clerk classification will be required to achieve a passing score on an interview.
 - iii. An Employee applying on a job posting that falls outside of their current Department as defined in Article 14.05 who possess the minimum qualifications outlined within the job posting, will be required to achieve a passing score of seventy (70) percent or better, through the written (h)(i) and oral interview (h)(ii) to determine if they have the skill, competence and ability to perform the job responsibilities. If the Employee has previously held the posted position, the Employee will not be required to interview and seniority will govern. For example, an Employee who currently holds a position in the Department of Support Services would need to achieve a passing score on an interview if applying for a position within the Department of Child Protection.
- (g) To be eligible for an interview the applicant must possess the minimum qualifications outlined on the job posting. In situations when a job posting contains an equivalent amount of experience, as an alternative to a specific educational requirement, the applicant would be required to achieve a passing overall score of seventy (70) percent via the written examination (h)(i) and oral interview (h)(ii) process.
- (h) Selection shall be made in a fair, impartial and consistent manner. In the event of a dispute regarding the scoring the candidate received, they will be provided with a copy of the skill assessment results awarded at the interview. With respect to Article 15.02(f)(ii), (iii) and (g) above, the Society shall use a system that includes the following components as a demonstration of skill:
- (i) Written Examination – 40% of the total mark;

(ii) Oral Interview – 60% of the total mark;

The Employer shall supply the Union President with the names of all of the Employees who applied for each competition, identify the individuals who completed an interview and written examination, along with a copy of the offer letter that was issued to the successful candidate within seven (7) calendar days after the successful candidate has accepted the offer. In a competition where the successful candidate is a junior Employee within the competition, in addition to the above, the Employer, will also provide the Union President with the overall score (broken down per (h)(i) and (ii)) achieved by each interviewed candidate.

- 15.03 Upon filling of a posted vacancy or position, the Society shall, within five (5) working days, notify the successful applicant as well as the internal applicants who have been unsuccessful in securing said vacancy or position. Upon the request of an unsuccessful applicant, the Society shall, within thirty (30) days, detail in writing the reasons why they were not awarded the position for which they applied.
- 15.04 It is understood that under no circumstances shall any external posting remain open for more than a three (3) month period from the closing date of the internal posting.
- 15.05 (a) When a new position is created, the Society will prepare a job description, which will be presented to the Joint Job Evaluation Committee for evaluation and rating, prior to posting the vacancy pursuant to Article 15.01.
- (b) In similar fashion, when the duties of a presently established position change significantly, the Union, on behalf of the Employee(s) involved, may request that the Society consider and approve as appropriate, a change in job description and/or rate of pay. The new rate of pay shall become retroactive to the time the change of duties occurred.
- 15.06 The successful applicant shall be subject to a trial period of up to ninety (90) calendar days, during which period if the successful applicant's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be returned to the Employee's former position and salary without loss of seniority. Any other Employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority.

If the successful applicant satisfactorily completes the aforesaid trial period of ninety (90) calendar days, the Society will confirm such Employee in the new position upon the expiry of the aforesaid ninety (90) calendar days. At the conclusion of a temporary vacancy, the Employee shall be returned to the Employee's former position and salary without loss of seniority. Any other Employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority.



- 15.07 If the successful applicant does not complete the trial period, the Society may select another Employee, based on seniority, from among the previous candidates that were qualified for the job posting and such Employee's position shall not be subject to the job posting procedures herein. In the alternative, the Society may post a new notice for the position.
- 15.08 Copies of all job postings shall be forwarded to the Union and the Recording Secretary shall be advised of the name of the successful applicant.
- 15.09 In the event that there are no successful candidates from the CUPE 2286.1 Bargaining Unit, the Society shall consider applicants from the CUPE 2286.2 Bargaining Unit based on the provision in Article 15.02(d).
- 15.10 The Society will provide the Union with a copy of the offer of employment made to each Bargaining Unit Employee hired by the Society. The letter shall include the posting number of the position being filled. In addition, the Society shall inform the Union by way of separate notification, of the name of the former incumbent being replaced, where applicable.
- 15.11 **Qualifications**
- (a) Should qualifications be changed by the Society, Bargaining Unit members will be deemed qualified for their 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 Society shall work with the Ministry of Child and Youth Services and the Union to develop a plan to mitigate any negative impact for staff.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.01 All leaves of absence shall be without pay or benefits unless otherwise provided for herein. However, staff on an approved non-statutory leave of absence will have the option to purchase their Green Shield health benefits only, for the duration of their leave.
- 16.02 Upon application by an Employee to the Department Director or designate the Society may grant leaves of absence to Employees. Such leave may be for a period of up to six (6) months and may be extended only upon approval of the Department Director, or designate. Employees returning from a leave of absence shall be reinstated to their former position or, if the leave of absence is greater than six (6) months, their former or a similar position. An Employee granted a leave of absence in excess of twenty (20) working days will be required to use up vacation credits first.
- 16.03 If an Employee is granted any leave of absence with benefits, save and except pregnancy and parental leave, and thereafter fails to return to work for the Society for at least ninety

(90) calendar days then such Employee shall reimburse the Society within thirty (30) days for the cost of such benefits.

- 16.04 An Employee may be granted up to five (5) days leave of absence with no loss of pay, to attend professional development courses at the Employee's own expense provided the course is approved by the Employee's Department Director or designate and that such leave does not interfere with the efficient operations of the Society. Such leave will not be unreasonably denied.
- 16.05 If any Employee is required to write an examination that would upgrade their job related qualifications during the Employee's regular working hours, the appropriate Department Director, or designate, may grant up to four (4) hours leave with pay for the purpose of writing the examination. If the Employee can only write this examination outside the Windsor-Essex County area, the leave shall be for one (1) day.
- 16.06 Extended leaves may be granted to Employees with greater than two (2) years of service for up to one (1) year upon such terms as may be in the sole discretion of the Executive Director.
- 16.07 Extended leaves of absence for education purposes may be granted in the sole discretion of the Executive Director, or designate.

16.08 Compassionate Leave

Up to three (3) days per calendar year with pay shall be granted to an Employee by their immediate Supervisor in the form of a compassionate leave in consideration of extenuating personal circumstances. Such leave will not be unreasonably denied.

Compassionate leave days are "*granted*" to an Employee by their immediate Supervisor. In order for a Supervisor to grant the leave day, an Employee shall provide the Supervisor with information regarding the extenuating personal circumstance, necessitating the request to utilize a compassionate leave day. It is necessary that an Employee contributes a reasonable level of detail regarding the requirement for the absence, allowing the Supervisor an opportunity to make an informed decision.

Some examples of "*extenuating personal circumstances*" the Society has deemed reasonable to put forth a request to utilize compassionate leave include, but are not limited to the following:

- Death of a client
- Funeral attendance not covered under Article 19 – *Bereavement Leave*
- Death of a close friend
- Death of a pet
- Family member involved in motor vehicle accident whom requires immediate support/assistance
- House fire, break-in, flooding which results in significant property damage,

- requiring an Employee's immediate action/attention
- Urgent matter as prescribed under Personal Emergency Leave per the *Employment Standards Act (ESA)*

Examples of an urgent matter per the ESA:

- The house of the Employee's elderly parent is broken into, and the parent is very upset and needs the Employee's help to deal with the situation.
- The Employee has an appointment to meet with their child's counsellor to discuss challenges at school. The appointment could not be scheduled outside the Employee's working hours.

Examples of events that do not qualify as an urgent matter per ESA:

- An Employee wants to leave work early to watch their child's track meet.
- An Employee wants the day off to attend a social event.

When an Employee is faced with an extenuating personal circumstance, the Employee is not required to exhaust their vacation entitlement or flex time bank in order to receive approval to take a compassionate leave day.

NOTE: Compassionate leave days will not be approved if the absence from work is available to the Employee to be applied for under a separate Article of the Collective Agreement, and has not been fully utilized (i.e. Article 19 - Bereavement leave/Article 20 - Sick Leaves, specifically to care for an ill family member etc.).

For clarification purposes, if an Employee fully exhausts the benefit of utilizing sick days to provide for the needs of an ill family member (per Article 20.05), should extenuating personal circumstances occur that result in the Employee requiring time off work to provide for the needs of an ill family member, the Employee may request to use compassion leave days accordingly.

The Society is committed to ensuring that compassionate leave will not be unreasonably denied.

ARTICLE 17 – JURY SELECTION/DUTY AND WITNESS FEES

17.01 The Society agrees to pay the difference between the fee received for jury selection/duty and the amount of the Employee's pay they would have earned for their regular work day at straight time rate for each day an Employee is required for jury selection/duty, provided they were scheduled to work on the day actually served on the jury.

Where an Employee is on call for jury selection/duty and where not required after twelve o'clock (noon), the Employee will report to work to complete the balance of the day. The Employee will present proof of service and the amount of pay received.

17.02 Any witness fees received by an Employee who is served with a summons to appear in court during normal working hours as a witness in their role as an agency Employee, shall be turned over to the Society.

ARTICLE 18 – PREGNANCY & PARENTAL LEAVE

18.01 Employees shall be entitled to a Pregnancy/Parental/Adoption Leave of absence in accordance with the provisions of the *Employment Standards Act* and the *Employment Insurance Act*.

An Employee who has been employed with the Windsor-Essex Children's Aid Society at least thirteen (13) weeks before their due date is entitled to a seventeen (17) week job protected pregnancy leave without pay.

An Employee may begin their pregnancy leave no earlier than the earlier of (a) the day that is seventeen (17) weeks before their due date; and (b) the day on which they give birth. This individual is also entitled to sixty-one (61) weeks of job protected parental leave and, therefore, seventy-eight (78) weeks (17 weeks plus 61 weeks) of combined pregnancy and parental leave. An Employee who has taken pregnancy leave is usually required to begin their parental leave when their pregnancy leave ends.

An Employee who has been employed with the Windsor-Essex Children's Aid Society for at least thirteen (13) weeks, who is the parent of a child (natural or adoptive), and who has not taken pregnancy leave, is entitled to up to sixty-three (63) weeks of job protected parental leave without pay.

The Employee shall begin parental leave no more than seventy-eight (78) weeks after the day the child was born or came into the custody, care and control of the parent for the first time.

For the purpose of this Article 18.01, "parent" shall mean a person who:

- Is the birth parent of the child;
- Becomes a step-parent;
- An adoptive parent (whether or not the adoption has been legally finalized) or;
- A person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.

18.02 During any leave of absence granted under this article, the Employee shall:

- (a) Continue to receive benefits;
- (b) Continue to accumulate seniority;
- (c) Continue to accumulate sick leave credits in accordance with Article 20.01.

18.03 The Society shall continue to pay the premiums for any benefits provided in Article 28.01 which the Employee may be enrolled in prior to commencement of the pregnancy/parental leave, unless the Employee notifies the Society in writing that they will

not continue to pay their own share of the premiums. The Society shall pay \$125.00 per week for 52 weeks (up to a maximum benefit allowance of \$6,500.00) for an Employee on pregnancy/parental leave subject to submission of proof of EI sub allowance plan acceptance. Employees who take a leave that exceeds 52 weeks shall be permitted to request that the maximum benefit allowance be divided equally over the extended period. The Employee shall be entitled to all the rights and privileges to pregnancy or parental leave in accordance with the *Employment Standards Act*.

- 18.04 Upon the Employee's return to work from pregnancy/parental leave, the Employee will be reinstated to their former position; however, if the former position does not exist at that time, the Employee will be provided with an alternate position in their job classification without loss of seniority or benefits accrued to the commencement of their pregnancy/parental leave. Employees shall give their applicable Department Director or designate, at least two (2) weeks' notice of their intention to return to work if different than the date given for the return to work when the leave commenced.
- 18.05 The Society agrees to grant an Employee whose partner is commencing a pregnancy leave fifteen (15) paid days leave of absence for parental leave or adoption leave. For purposes of this Article, authorization for approval rests with the immediate Supervisor.

Note: Should you choose to opt out of the Life ADD or Long Term Disability Plan you could be subject to a medical examination to re-qualify and/or denied these benefits.

ARTICLE 19 – BEREAVEMENT LEAVE

- 19.01 The Society will grant, upon application by an Employee;
- (a) Twenty (20) working days' leave of absence with pay and without loss of seniority in the event of the death of a child or step-child.
 - (b) Five (5) working days' leave of absence with pay and without loss of seniority in the event of the death of an "immediate relative". Immediate relative shall mean spouse (including common law and same sex spouse), father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law or step-parent.
 - (c) Three (3) working days' leave of absence with pay and without loss of seniority in the event of the death of their sister-in-law, brother-in-law, step-brother, step-sister, grandparent, grandchild or Indigenous Elder.
 - (d) One (1) working day leave of absence with pay and without loss of seniority in the event of the death of their aunt, uncle, niece, nephew or grandparent-in-law.

ARTICLE 20 – SICK LEAVE

20.01 An Employee shall be granted eighteen (18) working days of sick leave January 1 of each year to use during that calendar year. Employees employed for less than a full year shall be granted sick days on a prorated basis. A record of unused sick leave shall be kept by the Society and upon request each Employee shall be given a statement of their unused sick leave for the year.

20.02 In addition to the provisions of Article 20.01, Employees will be permitted to accumulate unused sick days during the term of the Collective Agreement up to a maximum of ten (10) sick days. These unused sick days may be utilized by the Employee during the term of the Collective Agreement in the event that their annual benefit per 20.01 is exhausted.

Once the Employee has used their ten (10) accumulated sick days during the term of this Collective Agreement, the Employee will be entitled to accumulate up to ten (10) unused sick days to be utilized during the term of the next Collective Agreement.

Chart Example (Refer to Chart Explanatory Notes following):

Year	2020	2021 (new term)	2022	2023	2024 (new term)	2025
Benefit	18	18	18	18	18	18
Used	-5	-3	-18	-18	-18	-3
Remaining	13	15	0	0	0	15
Accumulation Available to utilize during Term	10	10	10	7	4	6
Accumulation Used			- 3	- 3	- 4	
Accumulation Remaining			7	4	0	

Chart Explanatory Notes:

- Given 10 additional sick days have been accumulated in 2021, the accumulated 10 sick days from 2020 expire. However, should an Employee utilize 17 of the 18 sick days in 2021, their accumulated sick time for 2021 would increase by 1 sick day and the Employee would be eligible to pull 9 days from the 2020 bank into the new term for a total of 10 sick days.
- In 2022, an Employee could use up to 10 accumulated sick days from 2021 (3 accumulated sick days were utilized, leaving a balance of 7 accumulated sick days).
- In 2023, there are 7 available accumulated sick days (given 3 accumulated sick days were used, the Employee would have 4 to carry into the new term).
- In 2024, the Employee used the remaining 4 accumulated sick days, therefore, the Employee would only be eligible to use a total of 6 additional accumulated sick days for the term which would need to be accumulated in 2025.

20.03 Any Employee who finds it necessary to be absent because of illness shall notify their immediate Supervisor at the first opportunity. Notification can be provided by email, text

message or voice mail. It shall be the Employee's responsibility to check for any direction from their Supervisor and respond as necessary prior to the end of the business day.

- 20.04 The Society shall be entitled to request a medical certificate from any Employee to establish their entitlement to sick leave. Any cost incurred for such certificate shall be borne equally (50/50) by the Society and the Employee.
- 20.05 In the event an Employee must provide for the needs of a family member, the Employee, upon notification to their Supervisor, may have use of up to six (6) days per calendar year of their accumulated sick leave. The Society may, from time to time, require the Employee to produce a medical certificate to verify the illness of such family member.
- 20.06 In the event an Employee must attend at a medical appointment during working hours, upon notification to their Supervisor, the Employee may use their accumulated sick leave. The Society may, from time to time, require the Employee to produce a certificate to verify such attendance. Employees must take such leave in either full day, one-half day or hourly increments.

"Medical appointments" will include attendance at physicians, labs and significant dental procedures.

ARTICLE 21 – HOURS OF WORK

- 21.01 The following paragraphs and sections are intended to define the standard hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.
- 21.02 (a) The standard work week for all full-time Employees shall consist of thirty-three and three quarter (33 $\frac{3}{4}$) hours of work per week comprised of five (5), six and three quarter (6 $\frac{3}{4}$) hour periods, Monday through Friday. The regular start and finish times will normally be 9:00 a.m. and 4:30 p.m. respectively inclusive of a three quarter ($\frac{3}{4}$) hour unpaid lunch period.
- (b) For the position of Receptionist, it is understood that an additional one-half hour per day beyond the standard work day may be scheduled at the discretion of the Society and, if worked, shall be paid at the regular rate of pay.
- 21.03 The Society encourages the use of flexible working hours for staff. A request for short-term flexible hours will require the approval of the immediate Supervisor. A request for long-term flexible hours will require the approval of the Department Director. Such approval will not be unreasonably withheld.
- 21.04 Employees shall be allowed a forty-five (45) minute unpaid lunch period daily. Employees will be assigned to either an early lunch (11:45am to 12:30 pm) or a late lunch (12:30 pm to 1:15 pm) in order to provide coverage over the lunch period. An Employee who is required by the Society to provide coverage during their designated lunch break will be

considered as working for this period and will be credited with 45 minutes of lieu time (or overtime pay if applicable) for each unpaid lunch period covered.

- 21.05 Employees shall be permitted a paid rest period in both the first half and the second half of each scheduled work day. These rest periods are not to exceed thirty (30) minutes in total.

ARTICLE 22 – OVERTIME

- 22.01 The term “overtime” shall be deemed to mean any period of time actually worked over and above an Employee’s standard work week or on a paid holiday.
- 22.02 All overtime shall be authorized and approved in advance by the Supervisor, except in cases of emergency. In order for Employees to receive credit for emergency overtime worked, such overtime must be reported to the Supervisor within two (2) working days of its occurrence.
- 22.03 Employees who choose to complete case notes on a Saturday (to be within the required 24 hour Ministry Standard) as a result of case work completed on a Friday, are permitted to claim flex time for actual time worked up to a maximum of thirty (30) minutes for each required case note, without Supervisory approval. 22.07 shall not apply, rather any time worked will represent flex time accumulated at straight time. Should 22.04 or 22.06 become applicable, Supervisory approval is required in advance.
- 22.04 Full-time Employees required to work up to forty (40) hours in any one week shall normally be compensated for overtime by equivalent time off. Subject to the immediate Supervisor’s approval, payment may be made at the rate of one times the Employee’s regular rate of pay for each overtime hour worked.
- 22.05 Time off for overtime must be taken and shall be given within ninety (90) calendar days of being earned. Where, for valid reasons, the Employee has been unable to take such overtime within the ninety (90) day period, the immediate Supervisor may grant an extension of the time period for a further sixty (60) calendar days. Within the last thirty (30) days of the extension, the Society has the right to assign the time off to an Employee who has not taken/scheduled the time. If this does not occur, the Society shall compensate the Employee for such unused overtime at the rate of one and one half (1 ½) times the Employee’s regular rate of pay.
- 22.06 Any time worked in excess of forty (40) hours in any work week shall be compensated for this overtime by:
- (a) Payment at the rate of one and one half (1 ½) times the Employee’s regular rate of pay; or
 - (b) Compensation in the form of time in lieu thereof at one and three quarter (1 ¾) times each hour or part thereof of overtime worked.

- 22.07 When an Employee is required to work, including conventions, conferences, workshops, seminars or meetings, on a Saturday or Sunday where such work is not part of a mutually agreed upon recognized work week, the Society shall grant said Employee either:
- (a) Payment at the rate of one and one half (1 ½) times the Employee's regular rate of pay; or
 - (b) Compensation in the form of time in lieu at one and three quarters (1 ¾) times each hour or part thereof of overtime worked.
- 22.08 The manner in which overtime is compensated will be at the Employee's discretion for the purposes of Articles 22.06 and 22.07.
- 22.09 Employees required by the Society to work on a scheduled paid holiday shall be granted another day off in lieu along with payment at the rate of time and one half (1 ½) for each hour or part hour of time worked.
- 22.10 For the purposes of calculating either compensation in the form of time off or payment for overtime in the previous subsections, the amount of time spent out of the County on agency business will be calculated on an hour for hour basis for actual hours worked.
- 22.11 An Employee who has been called into work and reports for work will be paid at the rate of one and one half (1 ½) times the Employee's regular rate of pay for all hours worked or three (3) hours pay at the Employee's regular rate of pay, whichever is greater. An Employee called at home after hours or on a day of absence will be compensated for the length of time of the call or 15 minutes, whichever is greater.

ARTICLE 23 – WORKLOAD

- 23.01 The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth of every Employee. The Society further recognizes that the issue of workload is a serious concern to Bargaining Unit members. The Society and the Union recognize the responsibility to provide services in accordance with the *Child, Youth and Family Services Act* and to conform to current Ministry Standards. It is also the responsibility of the Society to manage the resources allocated to it by the Province of Ontario in order to establish and maintain an effective infrastructure to facilitate the Employee's achievement of said standards.
- 23.02 Further, the Society and the Union recognize that workload can fluctuate and should therefore be reviewed on a regular basis, with the goal of fair, reasonable and equitable distribution of workload that takes into consideration the safety, health and well-being of Employees. The Society will take action to ensure each classification has an adequate number of Employees so as not to exceed caseload maximums, as outlined in Article 23.04 (Case Maximum Chart).

23.03 Workload Allocation

The Society will take reasonable steps to ensure that staffing levels are adjusted to reflect service demands. The Society is committed to monitoring and addressing workload and service demands on an on-going basis for all classifications.

Caseload reports specifying the caseload totals and classification caseload averages shall be sent to the Union Management Committee on a monthly basis, within 15 working days following the applicable reporting period.

23.04 Caseload

It is the expressed goal of the Society to maintain caseload levels as follows with case maximums outlined in the chart below.

Classification	Case Maximum
Intake (investigations assigned within a month)	9
Family Services	16
Kinship	21(child cases)
CCSY	20
Children's Services	16
Resources	28
Adoption	38 (10 adoption probation cases will form part of adoption case load)
Residential Support Worker	21
Family Well-Being Worker	15
Home study	17 (active)

Note: Intake caseload maximum numbers will include files coded as 10.1.A (Requests for Investigation Assistance), 10.1.E (Miscellaneous Requests by Another CAS) and 10.1.K. (Request for Pre-Natal Service). These cases will be weighted as a 1 when the file is serviced for greater than one hour. When a file with this eligibility rating code is transferred to Family Services, the weighting will remain at a credit of 1.

Case Type	Case Weight
Work Assignments from Other Child Welfare Agencies (requiring more than one hour of service)	1
Kinship (FSW performing FSW and Kinship responsibilities)	1
Investigations performed by Intake or Family Services on Kinship files	1

Caseload numbers will reflect the business of the Society in all departments regardless of the Ministry Funding allocation statistics. (i.e. new investigations on open protection files,

kinship service files, reports received not investigated/other child welfare services requiring more than one-hour service will be included in the caseload numbers.)

These caseload numbers do not include any cases slated for closing or transfer beyond 3 weeks (21 calendar days) after having been identified as such by the Supervisor or as it pertains to investigation files that are required to be closed within forty-five (45) days or by exception with the approval of the Supervisor consistent with Ministry Standards. The Supervisor will assist the Employee in developing a plan to ensure the Child Protection Standard or internal policy with respect to closing files is met.

Employees in the Child Welfare Pathway to Authorization Series shall have their caseload adjusted on a pro-rata basis based on the hours available to work taking into consideration the time spent attending the required training.

23.05 Workload Review

To effectively manage the caseload levels and to ensure equity in workload distribution, the Society will ensure the following processes are adhered to:

- (a) The Union shall receive monthly caseload reports for all Employees in the Department of Child Protection. The Society shall provide the Union with up-to-date information regarding Ministry Funding allocations and budget expenditures with respect to staffing.
- (b) As part of ongoing supervision, the Supervisor will engage in conversations with the Employee to discuss workload challenges and available supports to address any workload pressures. The Employee may also request a meeting to be held with the Supervisor, specific to workload issues and review of same.
- (c) Irrespective of the caseload maximums specified above or whenever an Employee has grounds to claim that their workload levels are at an unmanageable level, the Employee may request, in writing to the immediate Supervisor, an assessment of their workload outlining the issues / factors involved.
- (d) Discussions of workload issues will be a standing agenda item on each Union Management Relations Committee Meeting.
- (e) In the event an Employee is at their case maximum as defined in Article 23.04, the Supervisor will initiate a conversation with the Employee to discuss their workload prior to any additional file assignments. Should the Employee communicate they are reasonably able to manage an additional file assignment, the Supervisor and Employee will discuss supports available to assist with the Employee's workload and the additional file can be assigned.

Should the Employee feel an additional file assignment would result in an unmanageable workload, the Supervisor and Employee will complete a workload review plan as outlined in Step 1 in Article 23.07. After the completion of the plan,

should the Supervisor and Employee be unable to reach mutual agreement regarding the assignment of any additional files, the matter will be referred to Step 2 of the Workload Assessment Process (Article 23.07).

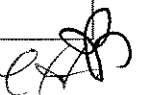
In the event a non-social work Employee identifies workload concerns, the Supervisor will initiate and facilitate a workload discussion with the Employee and conduct a workload assessment to ensure workload concerns are reasonably addressed.

A workload management plan may include, but would not be limited to, the following actions:

- (i) No further cases assigned.
- (ii) No coverage days.
- (iii) Protected recording time allocated.
- (iv) Reassignment of cases.
- (v) Evaluation of high risk cases.
- (vi) Additional administrative support.
- (vii) Replacement of absent Employee.
- (viii) Deploying additional staff.
- (ix) Additional training to support skill development.
- (x) Other remedies as may be appropriate.
- (xi) For non-social work Employees protected work time allocated.

23.06 Management of Classification Workload

- (a) The Employee's Supervisor on an individual and/or team and/or classification basis will review issues relating to the fair distribution and volume of workload. The Supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision and/or team meetings.
- (b) The Society 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:
 - (i) Factors to be taken into consideration prior to assigning cases or in assessing workload may include but are not limited to the following:
 - number of cases before the court and level of activity required;
 - number of Employees on the team;
 - number of RRNI/other child welfare files requiring ongoing service
 - number of designated very high risk cases;
 - complexity of cases (ie: protection factors, identity and intersectionality of the family members, complex needs of service recipients, intergenerational factors – trauma, mental health, substance misuse, intimate partner violence etc.);



- high profile and/or contentious cases;
 - status of recordings and other administrative documentation required;
 - number of supervised access visits expected of the Employee;
 - amount of required driving time;
 - requirement to facilitate training;
 - frequency of request to assist co-worker with interpretive services;
 - team coverage expectation
 - leaves of absence on team requiring extra coverage responsibilities;
 - impact of committee work;
 - field instruction expectations;
 - introduction of new technology and systems;
 - quality control assessment of scanned files;
 - coaching and mentoring new staff;
 - attendance at training;
 - other assigned employment related duties or assignments
 - workload during audits
 - requirement to facilitate group work
 - best efforts will be made not to assign new cases within three (3) days of a scheduled vacation
 - number of private interviews to be conducted in a month
 - requirement to provide translation support relating to Agency business
 - requirement for case/cases to undergo a specialized team consultant (ie: BACC, Indigenous)
 - requirement to consult with an external equity subject matter expert
 - active participate in the Peer Support Team
 - changes in Ministry and/or Agency Standards
- (ii) Ensure the availability of regular ongoing supervision.
- (iii) Afford Employees vacating any positions reasonable opportunity to complete documentation requirements prior to their last day of work.
- (iv) Fill vacancies of planned leaves/retirements/resignations as quickly as possible as deemed necessary. Prior to retirement and/or a planned leave, the Supervisor shall meet with the Employee to establish a work plan for the Employee to complete and/or transfer files.

23.07 Workload Assessment Process

Step 1

An Employee has the right to have Union Representation at any meeting pertaining to workload.

If informal measures to address workload levels have not been successful, the Employee is to advise the Supervisor and the Union, in writing, of the request for a formal workload assessment.

A meeting between the Supervisor and Employee will be held within five (5) working days of the request. The purpose of the meeting is to develop a plan to address workload issues including agreed upon solutions. An Employee has the right to have Union Representation at the meeting. These solutions will be mutually agreed to, be in writing and be signed by all parties. A copy shall be provided to the appropriate Department Director and the Union Representative. Remedies may include but are not limited to the following:

- Redirecting cases and/or job duties,
- Protecting recording time,
- Review assignment of additional work, such as committee work, mentor responsibilities or coverage days,
- Additional training to support skill development,
- Development of a workload management plan,
- Other remedies as may be appropriate and mutually agreed upon.
- For non-social work Employees, protected work time allocated.

The expectation is that the Employee and Supervisor will review the workload plan weekly for the duration of the plan.

Step 2

When a dispute arises regarding the feasibility to assign an Employee additional file assignments or when a Supervisor and Employee are unable to reach mutual agreement on a workload review plan this process will be initiated. The Supervisor will refer the matter to the appropriate Department Director who will meet with the parties along with the Union to develop an alternative resolution.

Following this meeting, should the parties be unable to reach an agreement, the Union may proceed with the grievance procedure at Step 3.

23.08 A dispute arising out of the interpretation or implementation of this process shall be subject to the grievance and/or arbitration procedure.

23.09 The Society shall, on a monthly basis, forward to the Union a list of all Bargaining Unit Employees actively receiving cases and the total number of cases assigned, including a breakdown of the number of children's files, kinship files and family files. The Society shall provide the union with quarterly reports outlining Employee status, including but not limited to resignations, terminations, leaves, and transfers.

ARTICLE 24 – PAID HOLIDAYS

24.01 The following paid holidays, regardless of when they fall, will be granted with pay to all Employees as follows:

- | | |
|--------------------|---|
| (a) New Year's Day | (i) Thanksgiving Day |
| (b) Family Day | (j) Christmas Eve |
| (c) Good Friday | (k) Christmas Day |
| (d) Easter Monday | (l) Boxing Day |
| (e) Victoria Day | (m) New Year's Eve Day |
| (f) Canada Day | (n) Floater Holiday Assigned* |
| (g) Civic Holiday | (o) Paid day of Closure between
December 25 and January 1* |
| (h) Labour Day | |

*Note: On an ongoing basis, the Society shall operate with After Hours services between December 25th and January 1st. Furthermore, each year when the Paid Holiday schedule is developed, the Society will ensure that Paid Holidays are scheduled in a manner to ensure there would normally be two workdays between Christmas Day and New Year's Eve Day. As such, each year, the first of the two regular working days between Christmas Day and New Year's Eve Day shall be designated as an Employees *Floater Holiday (the Floater Holiday will not have any alternative utilization at any other time during the year) and the second of the two days will be considered a Paid Day of Closure for all Employees. The Paid Holiday Schedule distributed by the Society each year will clearly identify the date the Society will be closed specifically in lieu of the Floater Holiday and the date representative of the Paid Day of Closure.

24.02 (a) Upon notification from the Employee to their immediate Supervisor, an Employee who worships within a recognized religion or culture and chooses to be absent from work in order to do so on certain dates may opt to work at their regular rate of pay on Easter Monday, Civic Holiday, Christmas Eve, Assigned Floater Day, Paid Day of Closure and/or New Year's Eve and be granted the same number of days off in lieu of those holidays. It is agreed and understood that no Employee shall be granted more than the total number of holidays referred to in 24.01.

For clarification, an Employee may request to shift up to six (6) paid holidays as outlined above to attend religious, spiritual or cultural events (ie: Eid, Diwali, traditional Indigenous ceremony, etc.).

(b) Employees that have received approval to adjust their paid holidays as outlined above and are required by the Society to work on their observed holiday will be compensated as per Article 22.09.

24.03 The National Day of Truth and Reconciliation will be considered a paid holiday for all Employees who identify as Indigenous when it falls within the Employees scheduled work week.

- 24.04 Payment for such holidays in the case of full-time Employees shall be based on the Employee's regular rate of pay they would normally have earned on such day. When any of the said holidays fall on a day other than a regular working day, the Society shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated or as otherwise appropriate by mutual agreement between the parties. Such designated day(s) shall be made known to the Union by not later than sixty (60) days before the said holiday.
- 24.05 Should one or more holidays as set out in Article 24.01 occur during an Employee's vacation, such vacation shall be extended by that number of days or the Employee shall be given the equivalent time off within the calendar year.
- 24.06 In order to be entitled to payment for said holidays, an Employee must have worked the full working days immediately preceding and following the holiday unless absent with permission of the Supervisor.

ARTICLE 25 – VACATIONS WITH PAY

25.01 Full-time permanent Employees of the Society shall be entitled to vacation with pay as follows:

- (a) Employees will receive an annual paid vacation entitlement of twenty (20) working days each after one (1) year of service, accrued at the rate of one and two thirds (1 2/3) days per month of employment.
- (b) After five (5) years of continuous service, the annual paid vacation entitlement for Employees will increase by one (1) working day per annum given on the Employee's anniversary date, until the fifteenth (15th) year of service when annual paid vacation entitlement will be thirty (30) working days per annum.

25.02 (a) Vacation accruals shall be calculated on the basis of the calendar month. At commencement of employment the new Employee shall receive credit for the first month providing employment commenced up to and including the fifteenth (15th) day of the month.

At termination of employment, credit for the final month of employment shall be awarded providing employment terminated on the fifteenth (15th) day or later in the month.

- (b) Employees shall not accumulate monthly vacation credits, save those outlined under 25.01(b), if any one of the following conditions apply:
 - (i) If the Employee is on layoff.
 - (ii) When on an approved leave of absence without pay exceeding thirty (30) days.
 - (iii) When on long-term disability over 12 months.

25.03 (a) Employees shall be permitted to request their vacation leave in accordance with their own preference. Annual vacation request submissions will be for the period January 1st through to December 31st. By November 1st, the top percentage limit of Employees per grouping outlined in 25.03 (b) below shall be permitted to book their vacation for the period January 1st through to December 31st. This initial vacation schedule will be posted by November 15th. Subsequently, by November 30th, the remaining junior Employees shall be permitted to submit their vacation requests and will be approved in accordance with their seniority. After the November 1st submission deadline, the top percentage limit of Employees who submit vacation requests will not have their requests processed until after November 30th on a first come, first serve basis. The final vacation schedules will be posted by December 15th of each year and shall not be changed without the consent of the affected Employees.

(b) Vacation requests shall be granted on a seniority only basis for groups of Employees (groupings based on coverage) in the following manner:

- Accounting Clerks, Accounts Payable/Accounts Receivable Clerks
- Administrative Support Clerks, Reception/Switchboard Operator, Administrative Support Clerk – Second Shift, Administrative Support Clerk Afternoons
- Adoption Disclosure Workers
- Adoption Workers
- CCSY Workers
- Child Protection Floaters – EOI Intake
- Child Protection Floaters – EOI Family Services
- Child Protection Floaters – EOI Children Services
- Children Services Workers (Court Worker, OPR, Crown Ward Worker, Short Term Children Services Worker)
- Community Initiatives Coordinator, Public Education Coordinator
- Coordinator of Volunteer Services
- Coordinator of Volunteer Transportation
- Court Services Clerks
- Digital Communication and Social Media Coordinator
- Family Finder Worker
- Family Services Workers (Leamington)
- Family Services Workers (Windsor)
- Family Well-Being Workers
- Foster Care Recruiter/Trainer
- Information Technology
- Intake Screeners
- Intake Workers (Leamington)
- Intake Workers (Windsor)
- Kinship Services Workers
- Legal Assistants

- Maintenance/Custodian
- Residential Support Workers
- Resource Workers
- Support Service Worker II
- Wendy's Wonderful Kids Recruiter
- YAC Program Coordinator

- (c) Vacation requests after November 30th shall be submitted electronically to the Employee's Supervisor and the Supervisor shall respond to the request within ten (10) working days. Requests shall be granted on a first come first serve basis, subject to paragraph (d) below.

For clarifying purposes, vacation requests supersede flex time requests. Therefore, if a vacation request and flex time request are submitted by two separate Employees on the same day and there is only availability to approve one additional absence, the Employee who submitted the vacation request would receive approval. Additionally, once a vacation day is approved, Employees are not permitted to change their approved vacation day to utilize a flex day.

- (d) Notwithstanding (b) and (c) above, not more than 40% of the active Employees in the classification at each separate location, can take vacation/flex time/floater day at any one time. When calculating 40% of a classification, should the number come out to have a decimal point equaling 0.45 or greater, the applicable percentage limit shall be rounded up to the next highest number of Employees. When the number results in a decimal point equal to or less than 0.44, the percentage limit shall be rounded down to the closest whole number.

- (e) Taking into consideration operational needs and efficient service delivery at the Society, per Article 25.03 (a) and (b), the applicable Department Director will consider and may approve additional vacation/flex time/floater day requests, beyond the percentage maximum thresholds identified above and will give consideration to requests pertaining to individual personal circumstances. The Department Director will act in a fair and reasonable manner when considering the approval of additional vacation/flex time/floater day requests beyond the percentage maximums identified above.

25.04 For the purposes of calculations under this section, the annual vacation year shall be based on the calendar year.

25.05 Annual paid entitlement not exceeding five (5) days may be carried over into the next calendar year only. Carry-over of additional days is subject to the approval of the Department Director or designate.

25.06 Vacation pay for all other Employees shall be in accordance with the provisions of the *Employment Standards Act*. In addition thereto, part time Employees who have continuously worked for five (5) or more years for the Society shall receive an additional

two (2%) percent per annum vacation pay and part-time Employees who have continuously worked for the Society for ten (10) or more years shall receive an additional four (4%) percent per annum vacation pay.

- 25.07 In the event of illness of five (5) working days or more, or if an Employee is hospitalized, or where an Employee qualifies for bereavement or any other approved leave during the vacation, there shall be no deduction from vacation credits for such absences. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the Employee's option, as mutually agreed subject to the provisions of this Article 25.
- 25.08 New Employees shall commence to accumulate one and two-third (1 2/3) days of annual vacation credits per month from the date of appointment as per Article 25.02, however, no Employee shall be entitled to take any vacation until after the successful completion of their probationary period. All other sections of Article 25 shall apply.
- 25.09 To minimize the risk of Employees having their approved vacations interrupted, the Society shall inform the lawyer(s) representing the Society of scheduled vacations. An Employee will only be summonsed to Court during a scheduled vacation period if their evidence is specifically required for the court and no one else with knowledge of the file can adequately perform this duty. In court matters where it is not expected that the Employee will have to testify, but an Employee with knowledge of the file is required to attend, the Society shall assign another Employee who has knowledge of the file to perform this duty. The Society may elect to have a Supervisor attend.
- 25.10 When an Employee agrees to a request by the Society to change their vacation or is court ordered to attend a court hearing during scheduled vacation time, the Society shall reimburse the Employee for such vacation related reasonable expenses which are not refundable for which receipts are provided to the Society. All provisions of the Collective Agreement pertaining to court appearances during scheduled vacations shall apply.

ARTICLE 26 – RECOGNITION

- 26.01 It is the policy of the Society to formally acknowledge those members of staff whose personal contribution extends over many years.

An Employee, who completes five (5) years of continuous service with the Society will receive a twenty dollar (\$20) gift card memento in recognition of the occasion. An Employee, who completes ten (10) years of continuous service with the Society, will receive a thirty-five dollar (\$35) gift card memento in recognition of the occasion.

26.02 Employees will receive a paid leave of absence(s), in the anniversary year, as recognition upon completing the respective years of service as follows:

- (a) 15 years of service – 3 days leave of absence with pay
- (b) 20 years of service – 1 week leave of absence with pay
- (c) 25 years of service – 2 weeks leave of absence with pay
- (d) 30 years of service – 3 weeks leave of absence with pay
- (e) 35 years of service – 4 weeks leave of absence with pay
- (f) 40 years of service – 5 weeks leave of absence with pay

ARTICLE 27 – TRAVEL ALLOWANCE

27.01 It is recognized that a number of Employees covered by this Agreement are required as part of their normal duties and responsibilities to operate motor vehicles. Those Employees so required to drive as part of their normal job duties shall hold valid driver's licenses of the Class required. The Society may have vehicles for use by Employees, and qualified Employees authorized to operate and assigned such vehicles shall comply with the procedures established from time to time with respect to their use.

27.02 In situations when a work assignment is scheduled at the beginning of an Employee's shift, and thus the Employee would be traveling from their home directly to a work assignment or from the work assignment to the Employee's home at the end of their shift, the Employee may claim kilometers based on the below parameters. In these circumstances, the Society agrees to permit Employee to claim kilometer reimbursement for the shorter of the two distances: to or from the Employee's work location or to or from the Employee's home; whichever distance is shorter.

27.03 Employees shall be permitted to submit an Overtime Request Form requesting drive time based on the following:

In situations when a work assignment commences or concludes outside of an Employee's regular hours of work, and thus the Employee would be traveling from their home directly to a work assignment or from the work assignment to the Employee's home, the Employee may be permitted to claim drive time. The Society agrees to permit the Employee to claim drive time when the drive time from the Employee's work assignment location to/from their home exceeds the drive time it would normally take the Employee to drive to/from the Agency to the Employee's home. Submission requests shall only be reflective of the drive time which exceeds an Employee's regular commute to/from the Agency.

i.e. if an Employee's drive time home from the Agency takes fifteen (15) minutes and their drive from a work assignment location to their home takes thirty (30) minutes of drive time, the Employee shall be permitted to submit for fifteen (15) minutes of drive time per Article 22.



27.04 (a) **Mileage Rates**

Authorized Employees shall be paid a travel allowance as follows:

April 1, 2021	\$0.56 per kilometer
April 1, 2022	\$0.57 per kilometer
April 1, 2023	\$0.58 per kilometer

(b) **Insurance Reimbursement**

All members of the Bargaining Unit who are required by the Society to provide their own automobile while engaged in Society business shall be paid for each calendar month while so required, an insurance reimbursement of \$25.00 per month.

For Employees working less than the standard work week on a regular basis, a transportation allowance will be pro-rated as appropriate.

[NOTE: The Society is going to notify Employees if they are required to use their vehicle and this will be strictly enforced.]

27.05 Generally speaking, Employees are expected to provide their own transportation, and Employees will be authorized to use their own cars on approved Society business including driving to assigned duties away from their accustomed work location.

27.06 Where the Society pays a mileage rate, it will require the Employee to maintain insurance coverage at a minimum of \$1,000,000.00 Public Liability and Property Damage, third party and passenger hazard, together with standard endorsement. It is the responsibility of each authorized Employee to check with their insurance company representative to obtain adequate private vehicle insurance coverage, and present proof of coverage to the Society.

27.07 All authorized Employees required to transport children in their automobiles will be required to ensure that they and their passengers are properly secured. Proper securement will include a CSA approved car seat and they will be provided by the Society, appropriate to the child's size and weight for younger children, or by seat belt assembly where the child is older. The Society will pay the cost of installation of a car seat tether at its approved installer.

27.08 The Society will update its policy and procedures concerning proper securement of children, as required by law, from time to time, and bring same to the attention of all authorized Employees.

27.09 Any Employee working out of County on Society business will have all reasonable expenses paid on production of receipts.



27.10 Meal Allowance

Maximum meal allowances for out of County expenses will be:

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$27.00

If it is apparent that an Employee will be out of the County for the full working day, they may be paid a flat rate of fifty-three (\$53.00), receipts required. A supplement of ten dollars (\$10.00) per day will be allowed for Metropolitan such as Toronto, Montreal or New York.

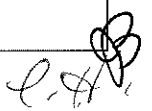
The Society has the right to specify the most economical accommodations and means of travel.

27.11 Time Limit for Claims:

- a) All expenses must be submitted within 60 days after the date they are incurred.
- b) As it relates to mileage submissions:
 - (i) 60 days (as noted in (a) above) represents the 2 month period following the month in which the mileage was incurred. (i.e. mileage incurred in the month of January will be due by March 31).
 - (ii) Employees will be permitted one late submission representative of no more than one month, each calendar year.
 - (iii) Employees who experience an unexpected leave of absence will be permitted 10 working days upon their return to work to submit outstanding mileage for the 60 day period prior to the commencement of their leave.

ARTICLE 28 – HEALTH BENEFITS

28.01 New Employees will be eligible for all present applicable benefits after three months of service except Weekly Indemnity Plan which commences upon date of hire. Any Employee that relocates their permanent place of residence outside of the Province of Ontario shall not meet the definition of “eligible” per the above and will be excluded from Employee life insurance coverage, dependent life insurance coverage, accidental death and dismemberment and long term disability benefits. Employees deemed ineligible based on the above shall have no deductions taken from their pay for any of the above mentioned benefits and there is no obligation for the Society to provide alternative benefits to said Employees. The Society agrees to pay on behalf of all eligible Employees and their eligible dependants as defined in the individual policies, hereinafter named, who may be enrolled under any of the following plans, the following percentages of the premiums payable under such plans or under such other comparable plan or plans, as



mutually agreed upon, to be issued in replacement of or in substitution for any of the following:

- (i) For the purpose of benefit coverage, the Society agrees to recognize a common-law spouse or same-sex spouse.
- (ii) The Society is required to provide identical benefits for Long Term Disability and Life Insurance as prescribed in Manulife Financial Policy No. G0091129 and Health Benefits as prescribed in Green Shield Policy No. 3602.
- (iii) Employees represented by the Union currently have a prescription drug plan that provides for \$5.00 co-pay per prescription. Managerial Employees of the Society also participate in a prescription drug plan that requires \$5.00 co-pay. In the event the Society reduces the co-pay for its Managers, it undertakes to make the same reduction in the co-pay that unionized Employees must pay.

Health Plans			
Supplementary Health	Employee		Employer
Drug Plan 0 Co-Pay \$5.00	\$0.00	Green Shield	100%
Vision Plan 7 \$300/2 years (The Society will contribute up to \$100.00 every two years per Employee or dependent towards the cost of eye examinations.)	\$0.00	Green Shield	100%
Semi-Private Plan 1	\$0.00		
Audio Plan H1(\$100 to be provided as supplement for costs not covered by the plan for audio dispensing fees with proof of receipts)	\$0.00	Green Shield	100%
Out of Province Plan QK	\$0.00		100%
Professional Services Physiotherapist and Speech Therapist: max of \$1,000 per year. Chiropractor, Osteopath, or Podiatrist/Chiropodist: max of \$300/year. Registered Massage Therapist: \$50 per visit, max of \$200/year. Psychologist, MSW, Social Work/Counsellor or Psychotherapist: \$200/session, max of \$1,000/year.	\$0.00		100%
Dental Plan 1F (75% major services)	\$0.00	Green Shield	100%
Insurance Benefits			
Life, AD & D (2X annual salary; maximum \$250,000)	0% of Premium	Manulife Financial	100% of Premium
Dependent Life \$2000 for spouse, \$1000/child	0% of Premium		100% of Premium
Short Term Disability : <ul style="list-style-type: none"> • 70% of earnings • Benefit period: 15 weeks • Commences on: 15th day sickness or 1st day of hospitalization* • Max. \$900/week 	30% of Premium	Self-Insured Plan	70% of Premium

Long Term Disability: <ul style="list-style-type: none"> • 66.7% of earnings • Maximum \$3,500 monthly 	25% of Premium	Manulife Financial	75% of Premium
Other			
Workers' Safety & Insurance Benefit		WSIB	100% of Premium
EAP All Employees have access to the Society's Employee Assistance Program.			100% of Premium
Health Care Spending Account – see Article 28.03 for specific rules/conditions			\$725/year
Pension Plan		OMERS	Matching contribution per plan

*Note: Short Term Disability (STD) – As of the 15th day of sickness or the 1st day of hospitalization, although an Employee shall be deemed to have commenced their fifteen (15) week STD term, the Employee will be permitted to elect to utilize a full sick day credit for each day of STD for which they choose to receive their full rate of pay. For this purpose, Employees will be permitted to utilize the total number of accumulated sick days available to them. The utilization of sick leave credits will not affect their fifteen (15) week STD term or status. An Employee is deemed to be hospitalized when they are admitted and stay for greater than twenty-four (24) hours. Admission to the hospital for out-patient surgery does not constitute hospitalization.

**Note: Employees can elect to receive job postings while off on a medical leave (STD, LTD, WSIB) by providing their personal email address to Human Resources.

Notwithstanding the fact that specific benefit providers are identified above, the Society reserves the right to change benefit providers at any time. The Society will advise the Union President if a decision is made to go to market. However, the Society shall ensure that a provider change does not impact staff or alter the current benefit package that was negotiated and is being provided herein.

28.02 Each permanent full-time Employee shall be required to join the Ontario Municipal Employees Retirement System immediately upon employment and will have contributions deducted on the basis of a percentage of their salary in accordance with the provisions in the *Ontario Municipal Employees Retirement System Act*. The Society agrees to match all Employee contributions in accordance with the *Ontario Municipal Employees Retirement System Act*.

28.03 Wellness Strategy

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

Therefore, a Health Care Spending Account (HCSA) of \$725/year will be provided subject to the following conditions:

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

- (i) Have a one-year rollover, April 1st to March 31st consistent with CRA rules, may be accumulated in a HCSA.
- (ii) Facilitate Employees to self-direct their wellness options and would be non-taxable as per CRA rules.
- (iii) Be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans.
- (iv) Be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix E".
- (v) New Employees will be required to fulfill a three (3) month waiting period prior to receiving a deposit into their HCSA. Therefore, a new Employee's HCSA entitlement will be prorated based on the date the Employee's three month waiting period is achieved until March 31 of the following year.
- (vi) Employees who elect to take and are approved for a non-statutory leave of absence shall not be entitled to access their HCSA while off on the leave.

28.04 Retiree Benefits

(a) Current Retirees

Effective April 1, 2005, the eligibility for current retirees of the Society to receive retiree benefits will be limited to the retiree and their "eligible dependants" as defined in the current benefit plans and Article 28.01 of the Collective Agreement.

(b) Current Employees

- (i) In order to be eligible for retiree benefits, Employees hired prior to June 16, 2004, who retire under OMERS Pension Plan shall continue to be enrolled in the health plans described in Article 28.01, premiums payable by the Society.
- (ii) In order to be eligible for retiree benefits, Employees hired after June 16, 2004 must have at least twenty-five (25) years of continuous service at the time of retirement. If this occurs, the Society will contribute 100% of the premium cost for these retirees and their "eligible dependants" as defined in Article 28.01 of the Collective Agreement.
 - a. An Employee retired under the OMERS Pension Plan will receive drug benefits to age 65. Thereafter, drugs not covered by the Ontario Drug Benefit Plan.
- (iii) Employees employed by the Society as of April 10, 2019, received a promissory note as outlined in Appendix "C".

(c) Current & Future Employees

Employees hired after April 10, 2019, will not be eligible or entitled to retiree benefits.

28.05 Any Employees with any addiction, including, but not limited to, drug or alcohol-related problem(s) that affects their performance on the job may be required to participate in a recognized rehabilitation program.

28.06 **Return to Work and Accommodation**

- (a) The Society acknowledges the right of the Union to appoint or otherwise select three (3) Employees for the purpose of representation at meetings arising from Return to Work/Accommodation and to attend meetings scheduled between the Society and the Employee regarding return to work and accommodation and so advise the Society. The Employee will be afforded the opportunity to meet privately with their Union Representative prior to any such meetings for a maximum of thirty (30) minutes. All time spent during working hours attending such meetings shall be considered as time worked and accordingly, no Employee shall suffer any loss of wages or benefits.
- (b) The Society will ensure release of Employees to attend appropriate training.
- (c) The Society shall provide the Union, upon their request, with the names of all Bargaining Unit Employees who are on LTD/WSIB.
- (d) The Society shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety and Insurance Board.

28.07 **Return to Work/Accommodation Process**

The Society and Union agree to support the principle of early intervention and safe return to work of an Employee who sustains an injury or illness either arising out of and in the course of employment or outside the workplace. In these situations, the following Return to Work Program will apply:

- (a) The Employee's treatment provider shall complete either the WSIB Functional Abilities Form or the Society's Non-Occupational Injury Functional Abilities Form (Appendix "B") to determine if safe and suitable work is available to support the Employee's recovery. This document shall be provided by the Employee to the Society and Union Representatives.

- (b) Every effort will be made to modify the Employee's pre-injury position to accommodate their restrictions. This includes adjusting the duties and responsibilities and/or hours of work.
- (c) Where the Employee's pre-injury position cannot be modified, other available positions within the Bargaining Unit will be examined with consideration of adjusting the duties, responsibilities or hours of work. The Union agrees, when appropriate, to waive the job posting provisions outlined in Article 15.02 when a suitable Bargaining Unit position becomes available for the Employee who is qualified. If there are no positions within the Bargaining Unit, other positions within the organization will be examined with consideration for adjusting the duties, responsibilities and/or hours of work.
- (d) An Employee who is being accommodated temporarily under this Article as a support to them being able to return to their pre-injury/illness position, shall be paid the same hourly rate as their pre-injury/illness position for up to nine (9) months immediately following their return to work date.

For clarification, the nine (9) months will be counted cumulatively (notwithstanding interruptions during an approved leave of absence) unless the Employee returns to performing the essential duties of their pre-injury/illness position.

- (e) An Employee accommodated permanently under this Article will receive the hourly rate associated with their accommodation plan.
- (f) The Union and the Society shall work together in the return to work process. A Union Representative will be in attendance at all meetings scheduled with the affected Employee with respect to their return to work. The assigned Union Representative shall be included on all correspondence pertaining to offers of available and suitable work.
- (g) The Society shall notify the Union when they become aware that accommodations or modified work are necessary and will provide the Union with a copy of the correspondence provided to an Employee when they commence STD.

28.08 Workplace Safety and Insurance Act (WSIA)

- (a) The Society agrees to maintain for coverage of all Employees under the *Workplace Safety and Insurance Act* (WSIA).
- (b) An Employee may access uninsured sick leave credits, subject to the terms and conditions of the Society's policies and/or Collective Agreement, until such time as the Employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the Employee is considered to be an advance on their WSIA benefits and, if the Employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the Employee to the Society. The Employee and the Union will take all required steps to advise the WSIB of the advance paid

by the Society and to ensure that the WSIB reimburses the Society for the overpayment made.

28.09 The parties agree to respect confidentiality of information and documentation provided for their consideration, including documentation obtained through the Employee's treatment provider, insurance carrier, vocational rehabilitation services, adjudication services and the Workplace Safety and Insurance Board.

ARTICLE 29 – STAFF TRAINING AND DEVELOPMENT

29.01 It is the intent of the Society to develop and implement appropriate and relevant staff training and development programs and/or information to provide an opportunity for Employees to upgrade their skills and knowledge in areas directly related to their work, including but not limited to familiarization with Society policy and procedures.

29.02 Where compulsory or voluntary "in house" training sessions, with the exception of "Lunch and Learn sessions", are made available to Employees in accordance with training calendars as issued by the Society, time during regular work hours spent by Employees in attendance will be paid for at the Employee's normal rate of pay. Time spent outside of regular work hours by Employees in attendance at job related training will be paid for at the Employee's normal rate of pay. Travel time and overtime shall be compensated as per Articles 22 and 27 of the Collective Agreement.

29.03 Where an Employee and Supervisor identify additional training or developmental needs which may be met by attendance at a conference, workshop, or seminar outside of the Society's own training program, and the necessary funds are available, the Director may authorize attendance of the Employee subject to approval of the Executive Director or designate.

29.04 Any Employee for whom training is deemed mandatory by the Society will be reimbursed fully for all expenses by the Society upon submission of proof of payment (if applicable).

29.05 When an Employee is required or authorized to attend a convention, conference, or meeting at the expense of the Society, the Society reserves the right to specify the means and route of travel and accommodations. Meal reimbursement will be in accordance with Article 27.10. The Society agrees to reimburse the Employee for any expenses incurred as a direct result thereof provided that the Society reserves the right to limit the amount of such reimbursement.

29.06 The Society will share all or part of the costs of job-related courses taken by Employees, upon proof that the Employee has successfully completed the course and provided that the appropriate Department Director or designate has previously approved the course and cost sharing on behalf of the Society.

29.07 In order to encourage attendance and participation in professional development activities the appropriate Department Director or designate may approve leaves of absence with

or without pay, to attend at professional development activities upon proof that such activities are timely and useful for the Employee, and their absence will not adversely affect service delivery.

29.08 Application for leave of absence to return to school will be considered for those Employees who have passed probation. The Society will require a commitment from the Employee to return to the Society for period of employment, length of employment to be specified. Financial assistance in respect to tuition, health and welfare benefits, books, and a monthly allowance will be considered. Leave of absence for a full academic term or longer will require the approval of the Executive Director. Such leave will require the recommendation of the immediate Supervisor and Department Director. On return to the Society, the Employee will be placed on a salary commensurate with their position duties.

29.09 Paid Staff Development Leave

Refer to Article 16.04 for entitlements pertaining to Paid Staff Development Leave.

ARTICLE 30 – GENERAL

30.01 The Society will provide the Union with a copy of the Errors and Omissions Liability Insurance Policy covering its Employees and shall advise the Union as to any changes that may thereafter be made, and the coverage provided.

30.02 The Society will continue to provide to Employees the current lunchroom facilities or equivalent.

30.03 The Society shall provide two hundred (200) personalized business cards to all Employees who require them, it being understood that for Employees outside of the Departments of Child Protection and Support Services, the Society shall decide which Employees, if any, require the cards. Business cards shall be replenished as required.

30.04 Video Display Terminals (VDT)

After each hour of continuous operation of a VDT, an Employee shall be relieved of such duties for a period of ten (10) minutes. This relief does not preclude the performance of other duties which do not involve the operation of VDT equipment.

30.05 The Society shall ensure that each Employee is provided with an appropriate work location with the necessary equipment and supplies to perform the duties of their job.

30.06 On-site parking will be free of charge.

30.07 Employees from the CUPE 2286.2 Bargaining Unit are primarily responsible to supervise access visits. However, it is understood that Employees in the CUPE 2286.1 Bargaining Unit who work in the Departments of Child Protection and Support Services also have responsibility to fulfill access supervision requirements for the files they service as required.

ARTICLE 31 – Health and Safety

31.01 Joint Health and Safety Committee

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

- (a) At the Windsor office worksite, a Joint Health and Safety Committee (JHSC) shall be maintained with four (4) representatives from the Society and four (4) representatives from the Union, one of whom shall be a representative from the 2286.2 Bargaining Unit. At the Leamington office worksite, a JHSC shall be maintained with one (1) representative from the Society and one (1) representative from the Union.
- (b) The Windsor JHSC will schedule a minimum of twelve (12) meetings per year, however, may meet more frequently provided there is an agenda. The Leamington JHSC will schedule a minimum of quarterly meetings, however, may meet more frequently provided there is an agenda. The Committee shall meet at the request of either party, to inquire into practices and to inspect premises.
- (c) The powers of this Committee shall be as outlined in the *Occupational Health and Safety Act (OHS Act)* and as otherwise outlined in this Agreement.

31.02 Health and Safety Statement

The Society recognizes its obligation to provide and maintain a safe and healthy workplace. While recognizing the Society's legal responsibility to ensure that service needs are met, the Society acknowledges that the safety of Employees is of primary importance.

31.03 Violence Prevention

- (a) In order that Employees can properly ascertain whether or not a potentially violent situation exists, "workplace violence" shall be defined as outlined under the *OHS Act*.
- (b) The Society shall maintain measures and procedures to reduce the likelihood of incidents of violence to the lowest possible level.
- (c) Where risk of aggression or violence for an Employee has been identified by the Society or an Employee, the Supervisor along with the Employee shall assess the potential risk of the situation by giving consideration to:

- (i) The Employee's level of experience where potential safety concerns have been identified,
 - (ii) The previous experience of violent or aggressive incidents with the identified client,
 - (iii) The location and circumstances in which the work will or has taken place, if previously known to the Society.
- (d) When assigning cases to front line staff, the Supervisor will give consideration to the following:
- (i) The Employee's level of experience where potential safety concerns have been identified,
 - (ii) The client's potential for sexual, racial and/or culturally discriminatory attitudes,
 - (iii) The Supervisor will ensure all safety issues are documented in the appropriate forms, files and/or electronic system (or equivalent) and are brought to the attention of the Employee and any other potential Employees involved with the children/families,
 - (iv) If staff teaming is required either on an episodic basis or where one case requires ongoing assignment of two staff, the Supervisor will be responsible for ensuring this occurs when appropriate.

31.04 Planning When Risk Criteria are Present

In addition to the requirements of the Ontario *OHS*A and the requirement to report incidents of violence to the JHSC, when safety concerns have been identified, the Supervisor and Employee will create a mutually agreed upon plan to ensure the safety of the Employee when dealing with high risk situations. This planning process can include, but is not limited to, the following:

- (a) Check with the local police department to determine if the person posing a threat is known to the police for any reason associated with violence.
- (b) Require the client to come to the agency for interviews and service.
- (c) Notify the Employees at reception and security of all office appointments with the client and the likelihood of an incident and request that reception Employees and security are prepared to assist in calling the police, if instructed.
- (d) Interview the client with a second individual present (Employee, Supervisor or Security Guard), ensuring that the development of a safety plan has been established prior to the interview in conjunction with a Supervisor. However, if circumstances warrant the need for police assistance, regardless if a second person is present, call the police.
- (e) Request police assistance during a visit or interview.

- (f) Utilize agency cell phones, alarms, panic pendants.

31.05 Training

The Society is committed to providing all Employees with appropriate training to ensure the protection of their health, safety, and well-being.

31.06 Damage to Personal Property

The Society will compensate an Employee for reasonable loss of personal property (i.e. eyeglasses) in the event that such property is damaged or destroyed by a client while the Employee is performing their regular duties. The Society shall compensate by providing within reason, the replacement/repair cost of the personal property. In order to receive compensation, the Employee must be able to establish some proof that the damage was done by a client and file a formal police report.

31.07 Injury Pay Provisions

- (a) An Employee who is injured or traumatized by a critical event during working hours, and is required to leave for treatment or is sent home for such incident, shall receive payment for the remainder of the shift at the Employee's regular rate of pay without deduction from sick leave.
- (b) In the event that an Employee contracts lice, scabies, pink eye, bed bugs or ring worm, fleas, cockroaches or other similar pests or communicable disease while performing their regular duties where there is a reasonable link or nexus to a particular case file of which the Employee was in the home and such communicable condition requires treatment, eradication or medications for themselves or their immediate family, the Society shall reimburse the Employee for all reasonable costs of such treatments upon production of receipts. Article coverage is only applicable when treatment or medications are not covered under the Collective Agreement's benefit plan.

31.08 Transportation

In the case of a work related accident where an Employee is taken to hospital by ambulance, the Society shall reimburse the Employee for the cost of such ambulance where such cost is not otherwise recoverable by the Employee.

31.09 Reporting

- (a) In the event that the Employee identifies a health and safety risk in the direct performance of their duties, the Employee shall:
 - (i) Immediately bring the matter to the attention of their Team Supervisor or Coverage Supervisor,

- (ii) Meet with the Team Supervisor/Coverage Supervisor and assess the degree of risk and develop a mutually agreed upon plan to ensure the health and safety of the Employee while in the performance of their duties.
- (b) When there is an incident involving violence or any other Health and Safety concern, a Safety Incident/Accident/Hazard Report Form (SIR) shall be completed. The SIR shall be emailed to the JHSC within 24 hours of Human Resources receiving the report barring unforeseen circumstances.

31.10 CUPE National Representative

If necessary, the Union may bring a CUPE National Representative to any of the Joint Health and Safety Committee meetings.

31.11 Exposure to Violent Incidents

- (a) If a decision regarding double staffing is necessary, it will be made in conjunction with the Employee and Supervisor and will be consistent with all applicable health and safety policies and procedures.
- (b) If an Employee is directly or indirectly exposed to a violent incident, they are encouraged to utilize Peer Support and the Employee Assistance and Family Program (EFAP) services.

31.12 Nothing within this Article hinders an Employee from recognizing their right under the *OHS*A provisions concerning the right to refuse unsafe work.

31.13 On-site Security

- (a) The Society shall ensure that there is on-site Security at all Society offices provided during all hours of site operations. Security will be required to ensure that surveillance cameras are regularly monitored.
- (b) When an Employee is required to remain on site outside of site operations, a mutually agreed upon Safety Plan shall be developed between the Employee and the Supervisor.

31.14 Pandemic and Emergency Response

This section will be implemented during a period in which either of the following conditions are satisfied:

- (a) One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and the Government of Ontario has declared a state of emergency

pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:

- i. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - ii. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries out operations.
- (b) A Public Health emergency or Order has been issued, pursuant to the *Health Protection and Promotion Act*, either by the Government or Local Public Health authorities (Windsor-Essex County Health Unit).

If this section has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied, although its operation may continue with the mutual agreement of both parties.

The parties agree to:

- (a) Establish a Pandemic and Emergency Response Committee (PERC) made up of equal representation between Employer and Union. The PERC shall meet within 24 hours of Article 31.14 coming into operation and shall continue to meet at a minimum twice per week unless the parties agree otherwise. The co-chairs of the Joint Health and Safety Committee (JHSC) will lead the PERC along with the Director of Human Resources, Union President (or designate), and all other JHSC members. The Employer and Union may select other individuals to form part of the PERC, as required.

Where the Employer is a participant in another similar committee(s) (such as a Federal/Provincial/Municipal committee), the Employer shall advocate for Union representation on such committee(s).

- (b) All relevant information from all sources shall be shared among the members of the PERC.
- (c) The Employer, without limiting the duties under the *OHSA*, the employer shall:
- i) Provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;
 - ii) Inform its Employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - iii) Inform Employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the Employees have the skills and knowledge necessary to safely perform the work assigned to them;

- iv) Provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for Employee allowances to cover the cost of personal protective clothing, and ensure that Employees use the said equipment, material and devices on the job;
 - v) Ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of Employees;
 - vi) Take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of Employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
 - vii) Consult with the PERC on the development and implementation of measures, procedures, policies and protocols which may be put into effect, pertaining to the health and safety of the Employees;
 - viii) Review in consultation with the PERC, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of Employees; and
 - ix) The Employer shall prepare a pandemic plan in consultation with the PERC.
- (d) The co-chairs of the PERC shall also meet with the Joint Union Management Committees to discuss the following items and develop a robust Emergency Operations Plan which may include but not be limited to the following items:
- i) Anticipated decrease or increase in the workforce and identifying required procedures identified in the Collective Agreement;
 - ii) Redeployment strategies to avoid layoffs, or to address essential service needs;
 - iii) Any changes to the schedules or methods of work (eg. Changes to operating hours, rotations, virtual work, working from home strategies, etc.)
 - iv) Obligations and entitlements of Employees when/if working from outside of the office, eg. working from home;
 - v) Accommodation required for Employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family or childcare responsibilities;
 - vi) Continuation of all Employees' service, seniority, entitlements and benefits during the period this Article 31.14 is in effect;
 - vii) Ensuring that any break in service is deemed to be an authorized leave including for the purpose of pension buy back. If the Employee elects to purchase their portion, the employer will match; and
 - viii) Vacation scheduling and potential carry-over of vacation entitlements.
- (e) The Employer is committed to exploring ways in which to support Employees who may experience financial hardship as a result of isolation or quarantine

requirements per Public Health or the Healthy Workforce Policy. Accordingly, if an Employee finds themselves in this situation they are encouraged to bring concerns forward to the Union or a representative in the Human Resources Department. Some examples of support may include an amendment to Article 20.02 (on a one-time basis, during the life of the Collective Agreement) to allow the Employee to draw up to an additional 10 unused sick days from previous years, exploring all work from home possibilities (ie: OACAS ELearning courses, reviewing Library Guides, etc.), or utilizing entitlements from the subsequent year.

- (f) The Employer agrees to apply for any and all government subsidy programs available, including but not limited to a supplemental unemployment benefit (SUB) and any measures which may enhance their income (eg. Pandemic Pay).
- (g) The parties agree that should any conflict between other areas of the Collective Agreement and Article 31.14 occur, the terms of Article 31.14 will prevail.
- (h) The parties agree that any dispute on the interpretation or implementation of Article 31.14 shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.

31.15 Personal Protective Equipment (PPE)

The Society in conjunction with the JHSC will regularly monitor public health trends and the Society will ensure an adequate inventory of universal and/or specialized PPE supplies are available.

On an ongoing basis, Employees, service recipients and visitors will have access to the following universal PPE supplies to prevent the spread of communicable diseases:

- Hand sanitizer
- Cleaning products
- Appropriate gowns
- Disposable gloves
- Surgical masks
- N95 masks or similar KN95 masks
- Face shield or goggles

ARTICLE 32 – CONTRACT EMPLOYEES

32.01 The Society shall not allow non-Bargaining Unit persons to perform work normally performed by the members of the Bargaining Unit if as a direct result of doing so any current Bargaining Unit Employee is laid off. The Society shall not contract out any work of the Bargaining Unit during the life of this agreement, with the exception of maintenance and custodial work for the current or a comparable Leamington office, unless there is mutual*¹ agreement between both parties. This Article is not intended to



apply to the Society's use of volunteers or the purchase of in-home support services provided such use does not result in the loss of a position of the Bargaining Unit.

- 32.02 The Society acknowledges the after-hours service is a crisis intervention service provided during those hours outside the standard hours of operation and on holidays. As such, the Society shall not allow after-hours Employees to assume ongoing case-management responsibilities of any file.
- 32.03 The Society shall provide the Union with a detailed list of all volunteers, on a quarterly basis, including the name of the volunteer and their general function.
- 32.04 Persons performing work at an unpaid rate shall not be used to replace a Bargaining Unit position. Such unpaid workers may be used for the purpose of assisting or enhancing the work of the Bargaining Unit only.

ARTICLE 33 – CONFIDENTIALITY

- 33.01 All Employees acknowledge that any disclosure of confidential information received during the course of their employment will be made only in strict compliance with appropriate legislation and Society policy and practice.

ARTICLE 34 – REFERENCES

- 34.01 The Society agrees that when a reference is requested by any other employer, on a present or past Employee, the reference will be provided by the Human Resources Department and will consist of the following information only:
- (a) The date on which the Employee commenced employment with the Society,
 - (b) The position(s) the Employee held within the Society, and
 - (c) The date on which the Employee ceased employment with the Society.

No other information will be provided by the Society or its representatives except on written consent of the Employee.

ARTICLE 35 – PAYMENT OF WAGES AND ALLOWANCES

- 35.01 The Society shall pay salaries and wages on a bi-weekly basis in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Society may not make deductions from wages or salaries unless authorized by the Employee, statute, court order, arbitration order or by this Agreement.

35.02 Annual grid movement shall be granted each year on the Employee's anniversary date, subject to Article 13.

35.03 In the event that there is a payroll discrepancy or error in payment to an Employee, the Society shall make every effort to correct the discrepancy as soon as reasonably possible once such discrepancy or error has been brought to the attention of the Society.

ARTICLE 36 – TECHNOLOGICAL CHANGE

36.01 For the purposes of this Article, "Technological Change" means the introduction of computer equipment different in nature or type from that currently utilized, a change, related to the introduction of this equipment, in the manner in which the Society carries on operations that will result in the layoff of one or more Employees. The Society shall retain the responsibility and the right to determine the methods through which services are provided. The Society will undertake to keep the Union advised of any technological changes and will consult with the Union regarding the potential impact of such technological changes.

36.02 In the event that an Employee with seniority is displaced from their job by technological change, the Employee will have the choice of one of the following options, if applicable:

- (a) Relocate in another job in the Employee's area of competency, if such work is available within the Society.
- (b) If a position is available for which the Employee could be retrained within a period of six (6) months, provide retraining for the Employee. Such time spent in retraining shall be considered time worked. The Employee shall not be paid for retraining in excess of their normal hours of work.
- (c) Provide the Employee with six (6) months' notice of termination, or pay in lieu thereof, and provide the Employee with a further severance payment in an amount equal to two (2) weeks' salary per completed year of service.
- (d) Forego (a), (b) and (c) and accept a layoff and maintain recall rights pursuant to Article 14.07 of the Collective Agreement.

36.03 The Society shall provide all affected Employees with the necessary skill training if computers or other technological equipment become a requirement of their job.

36.04 Any position(s) created as a result of technological change shall not be posted or filled until such time as the Society has explored with the displaced Employee(s) referred to in Article 36.01 whether the displaced Employee could be retrained for the newly created position in accordance with this Article.

ARTICLE 37 – LEGAL COSTS

- 37.01 After an internal investigation is complete and the Employee has been cleared of any wrongdoing and the Employee is acting in good faith and in a professional manner, the Society shall provide legal counsel for Employees and former Employees in connection with interviews or investigations (formal or informal) involving outside authorities or agencies (excluding internal reviews contracted by the Society) where there is a potential that legal action(s) may be taken against such Employees arising out of the performance of the Employee's duties and responsibilities. The Employee has the right of Union representation at all times.
- 37.02 This Article only applies to situations where an Employee, or former Employee, is either named in a civil suit, or charged with a criminal offense, or a quasi-criminal offense (with the exception of the *Highway Traffic Act*) arising out of the authorized discharge of the Employee's duties as a Society Employee, where the Employee has acted in good faith and in a professional manner.
- 37.03 With respect to the civil litigation and criminal offense coverage:
- (a) The Society will pay the premium costs for an insurance policy that provides both civil liability and criminal offense coverage;
 - (b) The Society will not require the payment of any insurance deductible by the Employee;
 - (c) Notwithstanding 37.01, such coverage will not be unreasonably denied.
- 37.04 With respect to civil litigation coverage:
- (a) The Employee and the Society will be entitled to review and jointly agree on the appointment of a solicitor from the list of the legal firms who provide civil litigation for the Insurance company;
 - (b) The solicitor selected will then jointly represent the interest of the Employee and the Society;
 - (c) The Employee will be involved with the Society and the solicitor in determining the manner in which the matter is defended;
 - (d) The Employee will be kept informed regarding the defense of the matter and will receive information at the same time as the Society.

37.05 With respect to insurance coverage of criminal offenses:

- (a) The Employee and the Society will be entitled to review and jointly agree on the appointment of a solicitor from the list of legal firms who provide defense of criminal charges for the Insurance Company;
- (b) The Society agrees to pay all expenses for criminal offense action that exceeds the insurance policy;
- (c) In the event the Employee or former Employee is convicted, the Society and the Insurer reserve the right to recover all or any portion of the legal costs paid.

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

- (a) The Employee has carried out the Society's mandate to provide child welfare and/or service in good faith and in a professional manner;
- (b) The Employee has not committed a serious breach or dereliction of said duties and/or responsibilities warranting immediate suspension without pay or termination for just cause;

The Employee may be entitled to a leave of absence with full pay, benefits and seniority until the conclusion of the legal process, up to and including trial.

37.07 In situations that the joint legal representation is not in the best interest of the Employee, the Employee shall maintain their right to retain a solicitor who shall represent the Employee from the list of the legal firms who provide defense for the Insurance Company, subject to the approval of the Insurance Company. Where the Employee wishes to retain their own solicitor not on the list provided by the Insurance Company, it shall be at the cost and expense of the Employee.

37.08 The Employee shall have the right of Union representation at all times. Such representation shall be carried out in accordance with the provisions of this Agreement.

37.09 There shall be no loss of wages, seniority or benefits as a result of required preparation, including court or tribunal attendance in connection with matters within the scope of this article only when Article 37.02 is operative.

37.10 In a situation where an Employee 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 Society, they shall be granted a leave of absence without loss of regular pay for any meetings related to court proceedings and/or court proceedings at which their attendance is required.

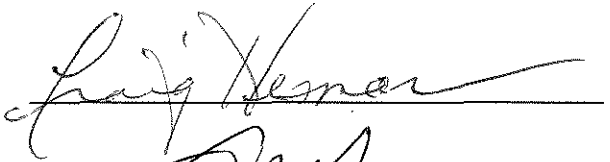
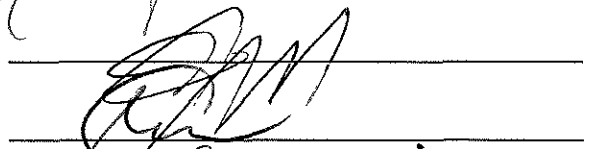
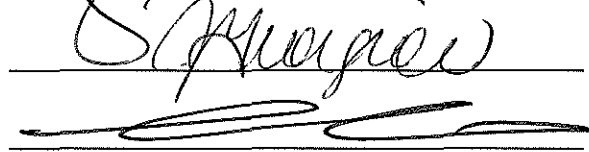
ARTICLE 38 – TERMS AND EFFECTIVE DATES

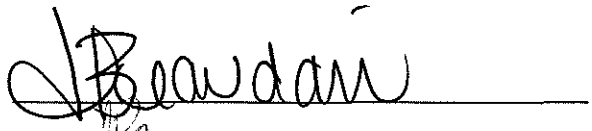
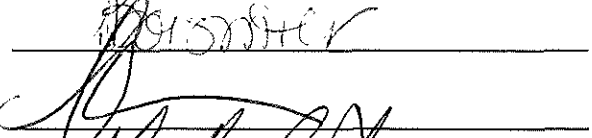

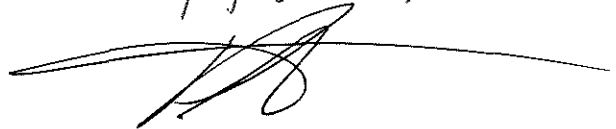
38.01 This Agreement shall come into effect on the date of ratification, March 20, 2023 and shall continue in full force and effect until the 31st day of March 2024, and shall continue from year to year thereafter without amendment unless either party gives to the other party within the period of ninety (90) days prior to the termination date, notice in writing that it desires to amend or terminate the Agreement.


SIGNED at Windsor, in the Province of Ontario, this 15th day of January 2024.

FOR
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2286.1

FOR
THE WINDSOR-ESSEX CHILDREN'S
AID SOCIETY



Windsor-Essex Children's Aid Society		CUPE 1 Salary Scale								Effective April 1, 2021
Band	Position Title (Department)	Effective	Increase (%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Point Band
17	Union President	1-Apr-21	1.25%	68,714	72,328	76,133	80,138	84,353	88,792	516-535
		1-Apr-22	1.00%	69,401	73,051	76,894	80,939	85,197	89,680	
		1-Apr-23	1.25%	70,269	73,964	77,855	81,951	86,262	90,801	
16	Children's Services Worker (Child Protection)	1-Apr-21	1.25%	67,039	70,564	74,281	78,190	82,303	86,636	496-515
	Family Services Worker (Child Protection)	1-Apr-22	1.00%	67,709	71,270	75,024	78,972	83,126	87,502	
	Intake Worker (Child Protection)	1-Apr-23	1.25%	68,555	72,161	75,962	79,959	84,165	88,596	
	O.P.R. Worker (Child Protection)									
	Child Protection Floater (Child Protection)									
16	Unauthorized Child Protection Worker	1-Apr-21	1.25%	60,335	63,508	66,853	70,372	74,072	77,972	496-515
	**Ten (10) percent wage differential shall not extend beyond five (5) months from the date of hire	1-Apr-22	1.00%	60,938	64,143	67,522	71,076	74,813	78,752	
		1-Apr-23	1.25%	61,700	64,945	68,366	71,964	75,748	79,736	
15	Resource Worker (Child Protection)	1-Apr-21	1.25%	65,408	68,853	72,477	76,292	80,306	84,533	476-495
	Adoption Worker (Child Protection)	1-Apr-22	1.00%	66,062	69,542	73,202	77,055	81,109	85,378	
		1-Apr-23	1.25%	66,888	70,411	74,117	78,018	82,123	86,445	
15	Unauthorized Child Protection Worker	1-Apr-21	1.25%	58,867	61,968	65,229	68,663	72,276	76,079	476-495
	**Ten (10) percent wage differential shall not extend beyond five (5) months from the date of hire	1-Apr-22	1.00%	59,456	62,588	65,881	69,350	72,999	76,840	
		1-Apr-23	1.25%	60,199	63,370	66,705	70,217	73,911	77,801	
14	Foster Care Recruiter/Trainer (Child Protection)	1-Apr-21	1.25%	63,614	66,959	70,483	74,193	78,099	82,210	456-475
	Intake Screener (Child Protection)	1-Apr-22	1.00%	64,250	67,629	71,188	74,935	78,880	83,032	
		1-Apr-23	1.25%	65,053	68,474	72,078	75,872	79,866	84,070	

Band	Position Title (Department)	Effective	Increase (%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Point Band
13	Wendy's Wonderful Kids Recruiter (Child Protection)	1-Apr-21	1.25%	61,771	65,023	68,445	72,048	75,838	79,830	436-455
	YAC Coordinator (Child Protection)	1-Apr-22	1.00%	62,389	65,673	69,129	72,768	76,596	80,628	
		1-Apr-23	1.25%	63,169	66,494	69,993	73,678	77,553	81,636	
12	Compliance Analyst (Administrative Services)	1-Apr-21	1.25%	59,959	63,117	66,441	69,935	73,617	77,492	416-435
	Adoption Disclosure Worker (Child Protection)	1-Apr-22	1.00%	60,559	63,748	67,105	70,634	74,353	78,267	
		1-Apr-23	1.25%	61,316	64,545	67,944	71,517	75,282	79,245	
11	Kinship Worker (Support Services)	1-Apr-21	1.25%	58,138	61,199	64,419	67,809	71,379	75,137	396-415
	Family Well-Being Worker (Support Services)	1-Apr-22	1.00%	58,719	61,811	65,063	68,487	72,093	75,888	
	Computer Systems Coordinator (Administrative Services)	1-Apr-23	1.25%	59,453	62,584	65,876	69,343	72,994	76,837	
	CCSY Worker (Support Services)									
10	Residential Support Worker (Support Services)	1-Apr-21	1.25%	56,296	59,258	62,375	65,660	69,114	72,752	376-395
	Family Finder (Support Services)	1-Apr-22	1.00%	56,859	59,851	62,999	66,317	69,805	73,480	
		1-Apr-23	1.25%	57,570	60,599	63,786	67,146	70,678	74,399	
9	Coordinator of Volunteer Services (Administrative Services)	1-Apr-21	1.25%	54,507	57,374	60,397	63,576	66,920	70,442	356-375
	Community Initiatives Coordinator (Administrative Services)	1-Apr-22	1.00%	55,052	57,948	61,001	64,212	67,589	71,146	
		1-Apr-23	1.25%	55,740	58,672	61,764	65,015	68,434	72,035	
8	Public Education Coordinator (Administrative Services)	1-Apr-21	1.25%	52,665	55,436	58,355	61,425	64,290	68,060	336-355
	Accounting Clerk (Administrative Services)	1-Apr-22	1.00%	53,192	55,990	58,939	62,039	64,933	68,741	
		1-Apr-23	1.25%	53,857	56,690	59,676	62,814	65,745	69,600	
7	SSW II (Support Services)	1-Apr-21	1.25%	51,087	53,775	56,605	59,586	62,722	66,023	316-335
	Legal Assistant (Administrative Services)	1-Apr-22	1.00%	51,598	54,313	57,171	60,182	63,349	66,683	
	Digital Communication & Social Media Coordinator (Administrative Services)	1-Apr-23	1.25%	52,243	54,992	57,886	60,934	64,141	67,517	



Band	Position Title (Department)	Effective	Increase (%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Point Band
6	Coordinator of Volunteer Transportation (Administrative Services)	1-Apr-21	1.25%	49,388	51,989	54,725	57,603	60,637	63,828	296-315
	Court Services Clerk (Administrative Services)	1-Apr-22	1.00%	49,882	52,509	55,272	58,179	61,243	64,466	
		1-Apr-23	1.25%	50,506	53,165	55,963	58,906	62,009	65,272	
5	Maintenance Person (Maintenance)	1-Apr-21	1.25%	47,713	50,221	52,866	55,648	58,578	61,661	276-295
	AP/AR Clerk (Administrative Services)	1-Apr-22	1.00%	48,190	50,723	53,395	56,204	59,164	62,278	
	Application Support Technician (Administrative Services)	1-Apr-23	1.25%	48,792	51,357	54,062	56,907	59,904	63,056	
4	Admin Support Clerk (Administrative Services)	1-Apr-21	1.25%	45,989	48,410	50,958	53,639	56,464	59,436	256-275
		1-Apr-22	1.00%	46,449	48,894	51,468	54,175	57,029	60,030	
		1-Apr-23	1.25%	47,030	49,505	52,111	54,852	57,742	60,780	
3	Receptionist/Switchboard Operator (Administrative Services)	1-Apr-21	1.25%	44,304	46,636	49,088	51,674	54,392	57,255	236-255
	Custodian (Maintenance)	1-Apr-22	1.00%	44,747	47,102	49,579	52,191	54,936	57,828	
		1-Apr-23	1.25%	45,306	47,691	50,199	52,843	55,623	58,551	
2	Admin Support Clerk (Afternoons) (Administrative Services)	1-Apr-21	1.25%	42,024	44,233	46,563	49,013	51,593	54,309	216-235
		1-Apr-22	1.00%	42,444	44,675	47,029	49,503	52,109	54,852	
		1-Apr-23	1.25%	42,975	45,233	47,617	50,122	52,760	55,538	
1	No position	1-Apr-21	1.25%	40,371	42,497	44,734	47,085	49,566	52,174	196-215
		1-Apr-22	1.00%	40,775	42,922	45,181	47,556	50,062	52,696	
		1-Apr-23	1.25%	41,285	43,459	45,746	48,150	50,688	53,355	

Non Occupational Injury – Functional Abilities Assessment Form – Appendix “B”

To the Employee: The purpose of this form is to provide WECAS with information pertaining to your restrictions and/or limitations in order to assess whether you are able to perform the essential duties of your position.

Employee Information (completed by Employee)

Employees Surname:		First Name:	
Job title:	Name of Supervisor:	Today's Date:	

By signing below, I am authorizing my attending physician to provide the information requested within this document to the Windsor-Essex Children's Aid Society.

Employee Signature: _____ **Date:** _____

Dear Treatment Provider: The Windsor Essex Children's Aid Society (WECAS) has a comprehensive return to work program, which strives to provide early, safe and appropriate return to work options for Employees. The parties acknowledge that the employer has an obligation to provide reasonable accommodations to the point of undue hardship and the Employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding and with the objective of returning Employees to active employment as soon as possible, kindly provide as full and detailed information as possible.

Section 1: The following information should be completed by the Treatment Provider to identify the overall abilities and restriction of the Employee			
Confirmation of Date Injury/Illness Commenced:	Prognosis for full return to work duties:	<input type="checkbox"/> Within 3 months <input type="checkbox"/> 3 to 6 months	<input type="checkbox"/> 6 to 9 months <input type="checkbox"/> 9 to 12 months <input type="checkbox"/> Over one year <input type="checkbox"/> Unknown at this time <input type="checkbox"/> Permanent
Date of Assessment:	Please check One: <input type="checkbox"/> Patient is capable of returning to work with no restrictions/limitations	<input type="checkbox"/> Patient is capable of returning to work with restrictions/limitations (Complete Section 2 & 3)	<input type="checkbox"/> Patient is unable to return to work at this time (Complete Section 2 & 3)
Section 2: Treatment Provider to complete. Please outline your patient's Abilities and/or Restrictions based on your objective medical evidence.			
Physical (if applicable)	Treatment Provider's Responsibilities		
	<ul style="list-style-type: none"> DO NOT PROVIDE diagnostic or confidential information The employer, worker and union will use this information to develop a safe and suitable return to work plan; therefore it is crucial that all sections be completed in full. 		
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 meters <input type="checkbox"/> 100 – 200 meters <input type="checkbox"/> Other (specify below)	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 – 30 minutes <input type="checkbox"/> Other (specify below)	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 – 60 minutes <input type="checkbox"/> Other (specify below)	Lifting – floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (specify below)
Lift – waist to shoulder: <input type="checkbox"/> Full abilities	Stair climbing: <input type="checkbox"/> Full abilities	Ladder climbing: <input type="checkbox"/> Full abilities	Travel: <input type="checkbox"/> Able to drive car

<input type="checkbox"/> Up to 5 kilograms	<input type="checkbox"/> Up to 5 steps	<input type="checkbox"/> 1 – 3 steps	<input type="checkbox"/> Not able to drive car
<input type="checkbox"/> 5 – 10 kilograms	<input type="checkbox"/> 5 – 10 steps	<input type="checkbox"/> 4 – 6 steps	<input type="checkbox"/> Can take public transit
<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Other (specify below)

Hand/wrist limitation i.e. writing and typing

Full ability

Up to 30 minutes

30-60 minutes

Other

Potential side effects from prescribed medications (please specify).
 **Do not include names of medications.

Comments:

Cognitive Abilities (Note: **ONLY** complete this section if it's applicable to the Employee's return to work)
 When completing this section, please rate the below based on the requirements of the Employee's pre-injury role (job description provided for reference.) CHECK ALL THAT APPLY

Self-supervision:

Fully Able to carry out work tasks in a self-supervised manner

Requires infrequent supervision

Requires frequent supervision

Unable to self-supervise, requires constant work supervision

Comments:

Task responsibility and persistence:

Fully able to take primary responsibility for completing tasks

Unable to sustain continuous performance beyond _____ hours

Must work with a partner or be restricted to job shadowing

Requires allowance to leave work area and access quiet area as needed

Unable to take primary responsibility for completing tasks

Comments:

Multi-tasking:

Fully able to perform multiple tasks requiring time management skills to determine priorities

Can perform multiple tasks requiring some time management skills to determine priorities

Can handle more than one task, but requires assistance with task prioritization and time management

Has difficulty performing more than one task at a time

Comments:

Tolerance to confrontation:

Able to tolerate frequent exposure (approximately daily) to confrontational situations where assistance may or may not be available

Able to tolerate occasional exposure (up to weekly) to confrontational situations in which assistance is NOT immediately available

Able to tolerate occasional exposure (up to weekly) to confrontational situations in which assistance is immediately available

Unable to work effectively in confrontational situations

Does the severity of the confrontation impact the above rating? If so, please comment below

Comments:

Judgement and accountability:

Able to exercise sufficient judgement and responsibility to perform well in safety-sensitive positions in which the worker is responsible for the safety of others

Able to exercise a moderate degree of judgement and responsibility, but not a sufficient amount to assume responsibility for the safety of others

Able to exercise some judgement and responsibility, but occasional lapses may occur. The worker should be assigned to work in which such lapses would not create serious consequences

May be prone to errors in judgement and/or lapses of attention and therefore should only perform work in which such errors or lapses would have insignificant consequences



Comments:

Tolerance to deadlines:

- Fully able to tolerate time pressures and work efficiently
- Capable of a fast work pace and can frequently work under time constraints
- Capable of a moderate work pace and can occasionally work under time constraints
- Likely to have difficulty working quickly or under time pressure
- Unable to meet deadlines

Comments:

Attention to detail and concentration:

- Fully able to concentrate on or attend to details
- Able to concentrate on or attend to details at an intense level for the majority of their workday
- Able to concentrate on or attend to details at a significant level for many tasks or at an intense level for some tasks
- Able to concentrate on or attend to details at a moderate level for some tasks, although not at an intense level
- Unable to concentration on or attend to details

Comments:

Tolerance to distracting stimuli:

- Able to tolerate a high degree of distracting stimuli
- Able to tolerate a moderate degree of distracting stimuli
- Able to tolerate a mild degree of distracting stimuli
- Requires a quiet, non-distracting work environment in order to work effectively

Comments:

Tolerance to emotional situations:

- Able to tolerate frequent exposure (ie: daily) to emotionally stressful circumstances or emotionally distressed individuals
- Able to tolerate occasional exposure (ie: weekly) to emotionally stressful circumstances or emotionally distressed individuals
- Able to tolerate infrequent exposure (ie: monthly) to emotionally stressful circumstances or emotionally distressed individuals
- Unable to work effectively in emotionally stressful circumstances or with emotionally distressed individuals

Comments:

Memory:

- Has memory ability comparable to their normal pre-injury/illness abilities
- Has moderate memory ability: Can recall information that is harder to remember because it is infrequently used or because of time pressures
- Has basic memory ability: Can recall information that is applied to work tasks on a regular basis without rigid time constraints
- Has poor ability to remember information and apply to work tasks

Comments:

Cognitive demands:

- | | |
|--|--|
| <input type="checkbox"/> Able to problem solve | <input type="checkbox"/> Unable to problem solve |
| <input type="checkbox"/> Able to take initiative | <input type="checkbox"/> Unable to take initiative |
| <input type="checkbox"/> Capable of making sound judgement | <input type="checkbox"/> Unable to make sound judgement |
| <input type="checkbox"/> Capable of critical decision making | <input type="checkbox"/> Unable to make critical decisions |

Comments:

Additional comments on Abilities and/or Restrictions:



Section 3: Treatment Provider to complete

Nature of Restrictions Temporary Permanent Episodic

Have you discussed return to work with your patient? Yes No

Recommendations for work hours and start date:

Regular full time hours Modified hours (please outline below) Gradual Hours (please outline below) Start Date (D/M/Y):

Comments or recommendations:

Return to full duties/reassessment date

- Date Employee is fit to return to work with no restrictions:

_____ D M Y

Or

- Scheduled reassessment date (it is expected that the Employee will be reassessed on a monthly basis at minimum):

_____ D M Y

Treatment Provider Information

Treatment Provider's name & address:	Treatment Provider's signature:
	Treatment Provider's telephone number:
	Date:

NOTE: The Windsor-Essex Children's Aid Society is prepared to reimburse you for any reasonable costs you may incur associated with the completion of this form.

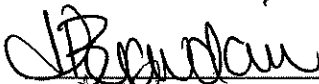
LETTERS OF UNDERSTANDING

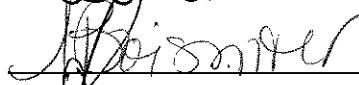
#1 – Unauthorized Child Protection Employees

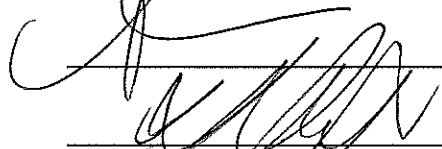
Considering the significant amount of child protection work that an Unauthorized Child Protection Employee is restricted from performing, Unauthorized Child Protection Employees will be compensated at an annual salary that is ten (10) percent less than the annual salary set out in *Appendix A* for the correlating classification within which they are hired until such time that they become "Authorized". The ten (10) percent wage differential shall not extend beyond five (5) months from their date of hire. On the date an Employee is deemed "Authorized" or the day following the Employee's five (5) month anniversary, their salary will increase to the full annual salary outlined within *Appendix A*.


Dated at Windsor this 21st day of March, 2023.

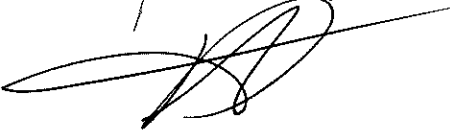
FOR THE SOCIETY



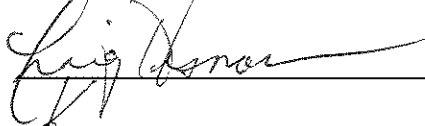


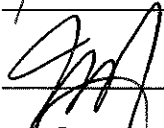


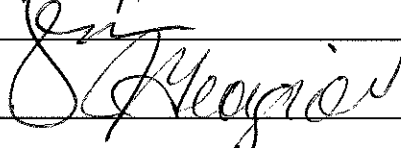





FOR THE UNION











LETTERS OF UNDERSTANDING

#2 – Qualifications Job Posting, Layoff and Recall

An Employee holding a child protection position as well as all Employees who were part of the re-engineering as per the letters of understanding dated December 5, 2003 and November 9, 2005, shall be deemed to have the necessary educational qualifications for the purposes of Job Posting, Layoff and Recall for any future child protection vacancy requiring a BSW and shall be provided the opportunity to participate in OACAS Authorization training whereby the Employee is required to achieve formal Authorization as a Child Protection Employee.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY

J. Beaudou

[Signature]

[Signature]

Kenneth Stecher

[Signature]

FOR THE UNION

Chris Nesna

[Signature]

[Signature]

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[Signature]

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LETTER OF UNDERSTANDING

#3 – Job Sharing

Job sharing differs from the traditional view of part-time work which is one part time Employee performing the duties of one part-time position. Job sharing is a regular, ongoing arrangement between two Employees, the Society and the Union, to share the responsibilities of one full-time position.

When two (2) Employees wish to share a job, the following conditions will apply:

1. Two seniority Employees who wish to job share, shall apply in writing to the Society for consideration, it being understood that approval shall be required from both the Union and the Society. This request shall be made in writing to Human Resources with a copy to the Service Director, the respective Supervisor(s), and the Union.
2. The Employee owning the position at the onset of the job share arrangement shall be deemed the owner of the position.
3. Notwithstanding Article 2.01, both Employees shall be Union members and shall be covered by all the terms and conditions of the Agreement except as modified herein.
4. Each job sharing arrangement will replace one (1) full-time Bargaining Unit position for the duration of the job share agreement.
5. The work schedules and workloads of the job sharers will be determined by the Supervisor in consultation with the Director and the job sharers. The responsibility will lie with the job sharers and their supervisors to inform each other of the content of team/Agency meetings and to keep themselves informed of all team/Agency activities if unable to attend team/Agency meetings.
6. The Employee(s) must be qualified to perform the duties of the shared job as determined by the Society.
7. The particular terms of any job share arrangement, in addition to the terms set out in this Agreement, shall be agreed to in writing by the Society, the Union and the two (2) Employees who are entering into the job share arrangement prior to the arrangement being confirmed. A copy of the arrangement will be forwarded to Human Resources, the Service Director, the appropriate Supervisor, the participating Employees and the Union and shall include the following:
 - (a) The hours of work (which shall be split equally between the Employees) and pro-rata provision for overtime;

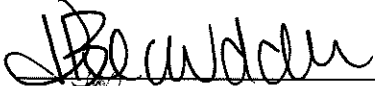
- (b) Seniority for each Employee shall accumulate according to a pro-rata basis of the regular full time hours of work;
 - (c) The salary of each Employee shall be 50% of the salary delineated in Appendix "A". Salary scale increments shall be given on the Employees' anniversary dates;
 - (d) The equal distribution of:
 - The sick leave (Article 20)
 - The paid holidays (Article 24)
 - The vacation entitlement (Article 25)
 - The health and welfare benefits (Article 28), it being understood that each Employee shall pay half the cost of the applicable premiums for such benefits. In the event that one of the Employees volunteers to opt out of the benefits, the other Employee may receive full benefits.
 - (e) Seniority for each Employee shall accumulate according to a pro-rata basis of the regular full time hours of work as per Article 13.
8. Job sharing requests will only be considered if the Employees making the request can commit to the job sharing position for a minimum of twelve (12) months.
9. The job sharing arrangement can only be dissolved if:
- (a) The owner of the job share wishes to cease the job share arrangement at the conclusion of the 12 month term.
 - (b) One of the participating job sharers accepts another full time position within the Society, or
 - (c) One of the participating job sharer's employment ceases with the Society, or
 - (d) if the Society deems the arrangement is no longer in the best interests of the effective and efficient operations of the Society, in which case the job share agreement is deemed to be concluded for both Employees.
10. Any of the parties above will provide 30 days written notice of their intent to dissolve the job share arrangement under the circumstances described in 9 (a), 9 (b) and 9 (c) above.
11. Should the Society dissolve the job share arrangement, or in the case of 9 (a),(b) or (c) where the remaining job sharer is not the owner of the position, the provisions of Article 14 (Layoff and Recall) shall apply to the remaining Employee.
12. If the conditions described in 9(b) and 9 (c) above occur, and where the remaining job sharer is the owner of the position, they shall revert back to regular full-time

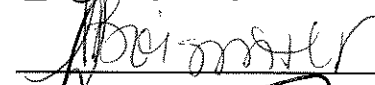
employment; otherwise, the position shall be posted as per Article 15 (Job Postings). In this case, the remaining job sharer may be required to assume full time hours until the position is filled as determined by the Society.

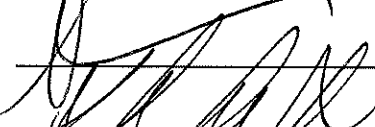
13. If either one of the job share partners is going off on an approved leave of absence for a period not greater than one year, the remaining partner will have the first option of filling the position on a full-time basis for the duration of the leave. In the event that the remaining partner does not wish to assume the full time position, the Employer may fill the vacant job share position through an expression of interest extended to the Bargaining Unit members within the department. Qualified applicants shall be selected based on seniority. However, if no one expresses interest in assuming the job share arrangement, the remaining job sharer maybe required to work full time hours for the duration of the leave period as determined by the Society.
14. Each job sharing arrangement will be reviewed annually by the Society in consultation with the job sharers and the Union, to ensure that the arrangement is working in accordance with the needs of the Society, and the Employees.
15. Overtime for job sharers will be compensated for as per Article 22 of the Collective Agreement.
16. All previous overtime accrued through full-time employment, will be taken or arrangements will be made, to compensate the Employee with the Employee and Supervisory approval, prior to initiation of the job sharing position.
17. Any conflicts with previously approved vacation must be resolved between the two job sharers in consultation with the Supervisor prior to the arrangement being confirmed.

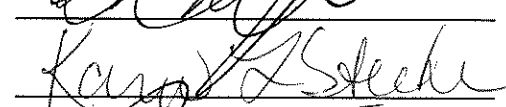
Dated at Windsor this 21st day of March, 2023.

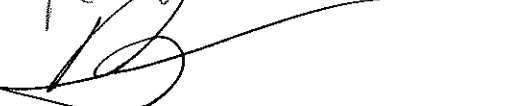
FOR THE SOCIETY



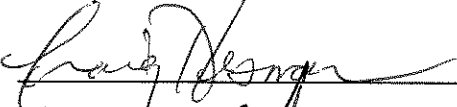





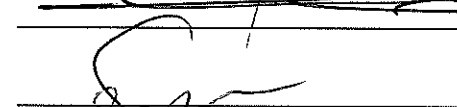





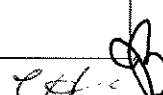
FOR THE UNION











LETTER OF UNDERSTANDING

#4 – Funded Leave Plan

The Society will establish an Employee funded leave plan pursuant to which a permanent Employee, with approval of the Society, may defer between five (5) and twenty (20) percent of salary for each of four (4) consecutive “terms” and then take a consecutive “term” of absence.

The conditions of the Leave Plan are as follows:

1. A “term” shall not be less than six (6) months nor greater than one (1) year.
2. The Employee must defer between five (5) and twenty (20) percent of salary for four (4) terms immediately prior to the leave and must apply six (6) months in advance of the four (4) term period.
3. The application must be in writing on a form to be prepared by the Society for such purpose and, if approved, participation shall be set forth in writing in a signed memorandum of agreement.
4. At the time of applying, the Employee must have twelve (12) months of continuous service as a full time Employee.
5. The Employee will be paid the amount of monies deferred (plus interest) either in one (1) lump sum payment on the commencement of the leave period or in two (2) lump sums, one on the commencement of the leave period and the other on the first working day of the following calendar year.
6. The cost of all benefits under Article 25.01 will be deducted from the lump sum payments to the Employee. The group life coverage will be adjusted for the full five (5) term period.
7. Seniority will continue to accumulate during the leave period.
8. Sick leave shall not accumulate during the leave period.
9. Vacation pay and vacation time off and holiday pay and holiday time off for the leave period shall be waived.
10. Union dues shall be deducted during the leave period.
11. Income tax shall be deducted in accordance with the *Income Tax Act* and regulations or any revision thereof.


12. In the case of termination of employment or the death of the Employee, any unpaid monies shall be paid to the Employee or the Employee's estate.
13. Participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Society.
14. The Society may limit the total number of Employees participating in the leave plan at any one time.
15. Following a leave of absence, an Employee may not apply for a further leave for four (4) years.
16. Following the leave period the Employee will return to the same position at not less than their wages at the time the leave of absence began unless such position has been abolished, in which case the Employee will return to their previous job classification at not less than their wages at the time the leave of absence began.
17. In exceptional circumstances, an Employee, with the approval of the Society, may withdraw from the Plan and receive all accrued funds without interest and shall not be eligible to apply for a further leave for four (4) years.

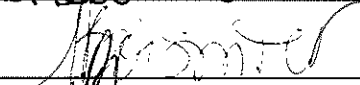
The Society will prepare guidelines and forms for the Leave Plan and present the guidelines to the Union for its comments. The Society will also seek a ruling from the Department of National Revenue regarding its obligations to withhold Income Tax, E.I. and C.P.P. In the event such a ruling is unfavourable, the parties will discuss the matter.

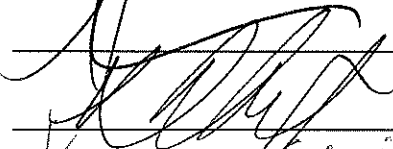
This Letter of Understanding shall be referred to the Union-Management Relations Committee for complete and thorough evaluation and may be modified according to the Committee's recommendations.

Dated at Windsor this 21st day of March, 2023.

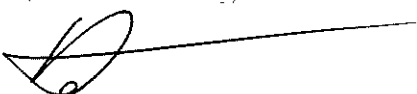
FOR THE SOCIETY



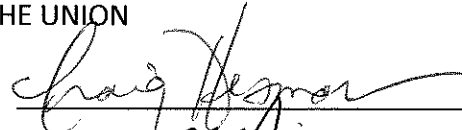


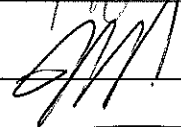


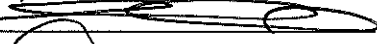
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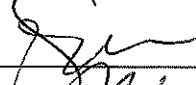



FOR THE UNION













LETTER OF UNDERSTANDING

#5 – Afternoon Shift Agreement

Between the hours of 12:00 – 4:30 p.m. the Child Protection Employees on the afternoon shift shall be managing their own caseloads.

The parties agree to continue to cooperate in the provision of a second shift to address the burden of the After-Hours Service.

1. Notwithstanding the hours of work outlined in the *Collective Agreement – Article 21 (Hours of Work)*, both parties agree to the implementation of an “afternoon shift” that shall be comprised of the following positions:

3 – Intake / Family Services Workers – (to be filled on a weekly rotational basis from those Employees who currently occupy the positions of Intake or Family Services Worker.)

1 – Children’s Services Worker – (to be filled on a weekly rotational basis from those Employees who currently occupy the position of Children’s Services or Resource Worker.)

1 – Administrative Support Clerk Afternoons – (permanent position.)

2. The normal work week shall consist of four (4) afternoons from Monday to Thursday inclusive and consist of eight (8) consecutive hours per day interrupted by a paid (30) thirty-minute lunch/dinner period. The eight (8) hour shift shall be worked between the hours of 12:00 p.m. to 8:00 p.m. Although the above hours of work total (32) hours per week, all Employees working this shift shall be paid for 33.75 hours. Employees who work the four (4) days consecutively will be entitled to the Friday immediately following the shift worked as a regular day off. Such day off with pay shall be considered as time worked for the purposes of Paid Holidays. When a Public Holiday falls on/is designated as a Friday, any Employees scheduled to work the afternoon shift are entitled to schedule off a “substitute holiday” within three (3) months succeeding the Public Holiday. Employees may be required to work through their lunch/dinner period.
3. Fridays from 4:30 p.m. to Mondays at 9:00 a.m. inclusive, holidays, the two (2) week period over Christmas and New Year’s and 8:01 p.m. to 8:59 a.m. daily shall continue as “after hours” subject to #4 below.
4. The Administrative Support Clerk on the permanent 12:00 p.m. to 8:00 p.m. shift will be expected to report for work as per Article 21.02 during the two (2) week period over Christmas and New Year’s subject to the taking of approved vacation.

5. Lieu time / flex time / vacation that has not been approved prior to the posting of the schedule shall not be taken during the afternoon shift. This provision does not apply to the Administrative Support Clerk.
6. Employees will receive a shift premium for all hours worked during the afternoon shift. Between 12:00 p.m. and 4:30 p.m., Employees shall be paid a \$2.00 per hour shift premium, in addition to the regular rate of pay. Between 4:30 p.m. and 8:00 p.m., Employees shall be paid a \$2.50 per hour shift premium in addition to the regular rate of pay.
7. The Society will post schedules six (6) months in advance of the scheduled shift. Such schedule shall include the first and last names of each scheduled Employee.
8. Employees working this shift are required to work only the hours specified. When Employees are scheduled to work on the Afternoon shift and are requested by their applicable Director or designate to attend meetings, training, seminars, and court etc. during the standard hours of work, they will be paid at the rate of 1.5 times their regular hourly rate. In emergency situations, an Employee may be requested to work additional hours paid at the rate of 1.5 times the regular hourly rate for each hour or part hour thereof of overtime worked. This provision does not apply to the Administrative Support Clerk. For clarification purposes, in situations when an Employee is required to report to work in the a.m. prior to their Afternoon Shift, they can request to utilize flex time between 12:00 p.m. and 4:15 p.m. (so they do not have to work an 11-hour day). However, all Employees must return to the Agency for the portion of their Afternoon Shift from 4:15 p.m. to 8:00 p.m.
9. Employees shall be permitted to utilize flex time between the hours of 12:00 p.m. and 4:15 p.m.
10. For the purpose of sick leave, a day of absence shall be credited based upon a 6.75 hour day.
11. In the event of an emergency/same week absence in child protection, the Society shall fill the shift (there shall be no less than four (4) staff per shift). The Society shall fill the shift in the following manner and the hours of work (4:30 p.m. to 8:00 p.m.) will be paid at the rate of 1.5 times the regular rate of pay (4:30 p.m. to 8:00 p.m.) of the job classification worked plus the shift premium:
 - (a) All Employees shall have the opportunity to notify the Society of their interest to work for additional hours of work on this shift within their job classification or any other job classification for which they are qualified.
 - (b) A roster of available Employees for each of the job classifications will be posted on the intranet site. The roster shall be established on the basis of seniority.

- (c) When an absence is filled, it shall be done on a daily rotational basis, in descending order. The Afternoon Shift Roster shall be reset every six (6) months. Absences shall be filled so as to ensure equalization of hours in the following manner:
- (i) The Manager responsible for filling the shift will send out an email to the entire Afternoon Shift Roster indicating the date of the available shift and the deadline to respond.
 - (ii) The deadline for staff (on the roster) to respond to the email notification will be 12:00 p.m. on the day of the available shift. This will also apply for any absences reported before 12:00 p.m. on the same day.
 - (iii) At 12:00 p.m. on the day of the available shift, the Manager responsible for filling the shift will assign the shift to the person who has responded to the email on a rotational basis and in descending order.
 - (iv) After 12:00 p.m. if no one from the Afternoon Shift Roster responds, an email will be sent out to all staff and the first Employee to respond will be granted the shift. If there is no response, the shift will be assigned on a rotational basis to the junior Employee in an ascending order.
 - (v) If an Employee responds in advance that they are able to work the available shift, but circumstances change so that they are no longer available, the Employee is required to notify the manager responsible for filling the shift as soon as possible or no later than the 12:00 p.m. deadline on the day of the shift.
 - (vi) If an Employee does not notify the Manager responsible for filling the shift before the deadline, the Employee will be required to work the shift unless there are extenuating circumstances approved by a Director of Service.
 - (vii) Once the Manager responsible for filling the shift reaches an Employee and they accept the shift, no further emails or changes shall be made and the shift shall be considered filled.
 - (viii) The Society shall not be permitted to alter or amend the remaining hours of work for the week as a result of an Employee working these overtime hours unless mutually agreed upon.

12.

- (a) In the event the Administrative Support Clerk Afternoons is on a planned, pre-approved absence, the Society shall assign the shifts on a rotational basis in descending order to other Employees in the job classification at their current pay band plus the shift premium. These hours shall be offered to the Administrative Support Clerk(s) in descending order until a replacement is found. If there is no response, the shift will be assigned on a rotational basis to the junior clerk in ascending order.

(b) In the event the Administrative Support Clerk is on an unplanned absence, the Society shall offer overtime hours to an Administrative Support Clerk on a rotational basis at a rate of one and a half (1 ½) times their regular rate of pay for those hours worked between 4:30 p.m. and 8:00 p.m. These hours shall be offered to the Administrative Support Clerk in descending order until a replacement is found. If there is no response, the shift will be assigned on a rotational basis to the junior clerk in an ascending order.

13. In order to work the afternoon shift, Employees must have completed their probationary period.

14. Employees who work out of the Leamington office as their primary work location are required to work the afternoon shift from the Windsor office. The Society agrees to permit these Employees to claim kilometer reimbursement for the shorter of the two distances: to or from the Windsor office to the Leamington office or to or from the Windsor office to the Employee's home; whichever distance is shorter.

Note: Position classifications within the Department of Child Protection that are excluded from this shift are: Intake Screener, O.P.R. Worker, Adoption Disclosure Clerk and Wendy's Wonderful Kids Recruiter. Also excluded are: Family Well Being Worker, Residential Support Worker, CCSY, Family Finder, Adoption Workers, Foster Care Recruiter and Kinship Workers.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY

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FOR THE UNION

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LETTER OF UNDERSTANDING

#6 – After Hours

The conditions of work for Employees performing after-hours work are as follows:

1. Participation in the After Hours Program is voluntary. The Society agrees to consult with the Union before making any changes in the current After Hours service and/or with respect to the compensation for said service in the event Bargaining Unit Employees are required to perform the service.
2. The Society will maintain a roster of Employees who have volunteered to provide after-hours coverage.
3. Scheduling shall be assigned based on seniority and the scheduling guidelines identified under #10 below. Seniority shall be based on the date that the Employee last signed into the roster. An Employee who requests a temporary leave of absence from working After Hours will not accrue seniority within the roster for the duration of their leave of absence.
4. Employees will provide at least 14 days written notice of their intention to discontinue performing after-hours duties.
5. The on call hours shall be as follows:

Weekday – 8:01 p.m. to 8:59 a.m., Monday through Thursday

Weekends – 4:31 p.m. on Friday to 8:59 a.m. on Monday and on Holidays

6. **Compensation:**

(a) Weekday –

- (i) The primary person (1) will receive \$18.76 per hour from 8:01 p.m. until Midnight while on call. From 12:01 a.m. – 8:59 a.m. the rate will be minimum wage per hour while on call. If this person is required to go out, the on call payment is suspended and the Employee receives compensation reflective of their current step placement at pay band 16 for time worked. Once the work is complete, the Employee reverts to the on call rate.
- (ii) The backup person (1) will receive a flat fee of \$30.00 per shift. If the primary person is required to go out, the backup person becomes primary between the hours of 8:01 p.m. and Midnight; they shall receive the rate of \$18.76 per hour. If the backup person becomes primary between the hours of 12:01 a.m. and 8:59 a.m.,

they shall receive minimum wage. If the backup person is required to go out, the on call payment is suspended and the Employee receives compensation reflective of their current step placement at pay band 16 for time worked. Once the work is complete, the Employee reverts to the applicable on call rate.

(b) Weekend/Holidays

Four (4) persons will receive minimum wage per hour while on call. In addition, a fifth person, designated as the primary person, will receive \$18.76 per hour from Friday at 4:30 p.m. to Monday at 8:59 a.m., as well as on holidays. A sixth person will be assigned to take calls only from 4:30 to 8:30 p.m. on Fridays, with a minimum of two people having the designation of primary person during this time.

In the event the backup person moves to the primary shift, they will be compensated at the rate of \$18.76 per hour. If this person is required to go out, the on call payment is suspended and the Employee receives compensation reflective of their current step placement at pay band 16 for time worked. Once the work is complete, the Employee reverts to the on call rate.

Effective April 1, 2021, the on call rate will increase 1.25%

Effective April 1, 2022, the on call rate will increase 1%

Effective April 1, 2023, the on call rate will increase 1.25%

Note: minimum wage will not be increased by negotiated economic enhancements. Rather, it shall only change in accordance with the provincial minimum wage standard.

Employees will receive 1.5 times their current step placement at pay band 16 for After-Hours Work on Paid Holidays per Article 24.01. For clarification purposes, should a paid holiday fall on a Saturday/Sunday and the Society identifies the proceeding Friday or succeeding Monday as the designated holiday, Employees will only receive 1.5 times their current step placement at pay band 16 on the Saturday/Sunday (actual paid holiday) and will not be entitled to 1.5 times their current step placement at pay band 16 on the Society designated date.

7. Mileage shall be paid from the Employees residence to the work assignment and return.
8. The Overtime Provisions of the Collective Agreement do not apply. However, Employees who work After Hours are entitled to compensation at the rate of one

and a half times their After Hours 'out wage rate' in circumstances where the total number of hours worked in their permanent position combined with the 'out hours' worked while on After Hours results in the Employee working more than forty-four (44) hours in a one (1) week period.

All After Hours Employees are required to utilize the After Hours Over Time Request Form to report any work weeks whereby an Employee worked more than 44 hours due to 'out hours' worked while on After Hour (note: the work week runs from Sunday to Saturday).

9. Union dues shall be paid on all after-hours compensation.
10. After Hours Scheduling Parameters:

Definitions:

- Emergency fill: A shift which becomes vacant on the same day it is to be worked.
- Non-emergency fill: A shift which becomes vacant prior to the date it is to be worked.
- Work week: A reoccurring period of seven consecutive days running from Sunday to Saturday.
- Full weekend: Friday from 4:31 p.m. to Monday at 8:59 a.m.

Shift Commitment:

1. Each Employee should commit to working 1 weekend shift and 2 weeknight shifts per month. If you are considered a half person on the schedule than you are responsible to work 2 weeknight shifts per month.
2. Employees are able to sign up for a maximum of 4 weeknights per month (note - employees are permitted to work a maximum of 2 weeknight shifts in a work week).
3. Employees are entitled to sign up for one Friday p.m. shift per month and holiday shifts on top of all other shifts, but not in lieu of them.
4. Employees *cannot work 2 full consecutive weekends (this includes scheduled shifts and emergency/non-emergency shift fills)*
5. Employees may elect to work after hours shifts which coincide with their approved vacation, however, there is no obligation on behalf of the Employee to do so.

The below chart identifies when an Employee can work a full weekend and a portion of the weekend prior to their full weekend of work or a portion of the weekend following their full weekend of work. In the example provided below, the full weekend of work falls within week's 2 and 3. In week 4, an Employee would not be eligible to work on Sunday and Monday if they were scheduled to work a full weekend starting on Friday.

WEEK 1						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Cannot Work – AH	Cannot Work – AH				Work - AH	Work - AH
WEEK 2						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Cannot Work – AH	Cannot Work – AH				Work - AH	Work - AH
Week 3						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Work – AH	Work – AH				Cannot Work - AH	Cannot Work - AH
WEEK 4						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Work – AH	Work – AH				Cannot Work - AH	Cannot Work - AH

Note - Shifts will be scheduled in consideration of individual needs where feasible; however, there will be no guarantee.

Regular Scheduling:

Process for After Hours Employee Selection of Shifts:

- (a) In seniority order, Employees will be assigned, via email, 2 consecutive dates (working days) whereby they will be responsible to access the After Hours sign up calendar on the O drive to make their shift preference selections.
- (b) If an Employee is absent due to illness or unexpected extenuating personal circumstances, the Employee will be permitted 2 working days (commencing on the date the Employee returns) to submit shift preference selections.
 - (i) This shall only be permitted for a two 2-week period extending from the first date of the Employees assigned dates to make their shift preference selections and; as long as the schedule creation is still in the shift preference selection stage.
 - (ii) This may result in the Employee bumping junior Employees whom have signed up.
- (c) For each calendar month, if an Employee is on vacation in excess of two weeks, the Employee will not be required to fulfil minimum shift obligations for the month and will not be assigned shifts that they did not sign up to work. However, Employees are permitted to sign up to work

After Hours while on vacation. Employees who will be off for more than two weeks during a month will be responsible to email the Supervisor in advance so no shifts are assigned to the Employee during the month.

- (d) Employees are permitted to cancel shifts they signed up for during the shift preference selection stage of the schedule (any shift that becomes available, as a result of an Employee cancellation, will be sent out to all Employees when the Supervisor sends out an email to identify the shifts still available to work per the below).
- (e) After all Employee calendar assignment dates have passed, the Supervisor will send out an email to all Employees on the After Hours roster identifying which shifts are still available.
- (f) Employees will have a 3-day window to respond and advise if they would like to work additional shifts.
- (g) After the 3-day window to respond has closed, the Supervisor will schedule additional shift assignments to Employees that expressed interest in working additional shifts, based on seniority.

Process for offering outstanding available shifts to Employees on the “willing to help out list”:

- (a) After the process for Employee selection of shifts (above) has been exhausted, should there be any remaining vacancies, an email will be sent to the roster of Employees who have expressed a willingness to help out, to allow them the opportunity to sign up for the remaining shifts.
- (b) These Employees will have a 3-day window to respond and advise if they would like to work any of the available shifts.
- (c) Shift assignments will be based on seniority.

Process for finalizing the After Hours Schedule and filling Outstanding Vacancies:

- (a) After the above processes have been exhausted, the Supervisor will assign vacancies in ascending seniority order, commencing with the most junior Employee on the After Hours roster.
- (b) Shift assignments will be scheduled for each Employee, until such time that the Employee has fulfilled the minimum Shift Commitment criteria outlined under *Shift Commitment* above.
- (c) If a junior Employee has met the minimum *Shift Commitment* obligations, they will be bypassed and not assigned any additional shifts.
- (d) Given the After Hours schedule will be completed 4 months in advance, Employees will have plenty of notice of all shift assignments. Employees will be required to switch shifts with other trained After Hours Employees to accommodate scheduling conflicts they might have; except in situations such as illness or an extenuating personal circumstance.



Notification regarding scheduling and finalization will continue to be communicated via email.

Shift Fills:

Once the schedule is finalized, Employees are required to work their assigned shifts. If an Employee is not able to work an assigned shift, it is the responsibility of the Employee to ensure the shift is covered by either switching or trading the shift with another Employee. Employees are not permitted to simply "give away" scheduled shifts to another Employee. In situations where an Employee cannot work their scheduled shift due to medical reasons or extenuating personal circumstances (family emergency), the shift must be referred to the After Hours Supervisor for the shift to be replaced as an emergency fill.

Emergency Fill:

Emergency or same day fills will be done by the After Hours Supervisor by sending out an email to the After Hours roster asking for Employees who are interested in working the shift. If the need for the fill is known before 11:00 a.m., an email will be sent out with a 2:00 p.m. deadline for response. Of those that respond by 2:00 p.m., as per the Collective Agreement, the shift will be assigned in order of seniority. Any emergency fills that come to the After Hours Supervisor's attention between the hours of 11:01 a.m. and 2:30 p.m. will be sent out via email with a 30-minute window of opportunity allowing Employees to respond expressing interest. After 30 minutes the shift will be assigned to the most senior Employee that responded. Any emergency shift that becomes available after 2:30 p.m. will be assigned to the first Employee who responds given the time constraint.

Should no one choose to work the vacant shift, the Society would follow the below steps to fill the vacancy:

- (a) Reach out to the Employees on the "willing to help out" list and offer those Employees the opportunity to work the shift based on seniority.
- (b) Email all Authorized Child Protection staff and offer those Employees the opportunity to work the shift based on seniority and the established response time.
- (c) Assign the junior Employee from the roster who has not met their minimum shift requirement. If there are consecutive days with vacant shifts, the subsequent shifts would be assigned to the next more junior Employee from the roster who has not met their minimum shift requirement.

Non-Emergency Fill:

The After Hours Supervisor will be responsible to replace all non-emergency fills. An email will be sent to the entire after hours roster indicating the dates of the available shifts with a deadline to respond within 24 hours. After the 24-hour deadline, the After Hours Supervisor will fill the shifts from those that responded by seniority and on a rotational basis, in descending order. The roster for fills will be reset every 3 months. Absences will be filled so as to ensure the equalization of overtime hours for everyone.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY

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FOR THE UNION

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LETTER OF UNDERSTANDING

#7 – Maintenance/Custodian

The parties agree to introduce a blended position that incorporates maintenance duties and custodial duties, the position will be referred to as Maintenance Person(s). The position will perform general repair and maintenance, including but not limited to minor electrical and plumbing, heavy lifting and custodial duties. Informs immediate Supervisor or designate of damages or required work if such work is to be contracted out. Two (2) of the five (5) permanent positions will be designated Maintenance Person and three (3) will be designated Custodian.

The parties agree that there is a mutual benefit to maintain a maintenance/custodian program within the Society. The complement of the staff within the program shall not be less than five (5).

1. Notwithstanding the hours of work in the Collective Agreement, Local 2286.1 would agree to implement a modified workweek for the purposes of providing the flexibility the program requires.
2. Special maintenance requirements may be scheduled by the Society, one week in advance, to be performed on Saturday 8:00 a.m. to 3:30 p.m., with a $\frac{3}{4}$ hour unpaid lunch, in lieu of Friday hours of work.
3. Notwithstanding the posting procedure as outlined in the Collective Agreement, the parties agree that in the event of an emergency, short-term absence, in the Maintenance Department will be filled in the following manner. Extra hours will be offered to the existing Employees in the Maintenance Department according to seniority, and paid as per the Collective Agreement. In the event that there is no existing Employee(s) available, a replacement Employee may be hired solely in cases of emergency (i.e. unforeseen circumstances), or for periods of short-term absence not to exceed eight (8) weeks, unless mutually agreed between the parties. A replacement Employee will be paid at the rate of pay consistent with Appendix A of the Collective Agreement.
4. In order to effectively manage and contain costs within the program, the Society will continue to sub-contract any maintenance/repair work requiring a journeymen or licensed tradesperson, parking lot/sidewalk snow removal, lawn maintenance, weed control, landscaping, outside window cleaning, brickwork, major scale office maintenance/construction or any other one-time project, as mutually agreed.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

Beaudou
Himmer
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[Signature]
Kam J. Stecker
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FOR THE UNION:

Craig & Helma
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LETTER OF UNDERSTANDING

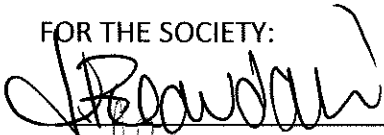
#8 – Attendance at Camps


The parties agree that there are occasional camp activities with children in the Society's care that require flexible hours. The Society supports this program and the Employees who undertake these types of events for their willingness and expertise.

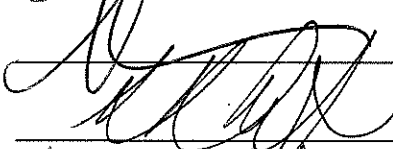
1. Local 2286.1 would agree to implement the following, for the purpose of providing the flexibility that these activities require.
2. Article 22 – Overtime provisions shall not apply.
3. It is understood by the parties that staff attendance at these events will be on a "voluntary" basis only.
4. Employees interested in participating in a camp program can do so, in writing, to their respective Supervisor. The Supervisor will forward the request, with their recommendation, to their respective Department Director for approval. If approved by the respective Department Director, the request will then be forwarded to the Department Director responsible for overseeing the camp for consideration and final selection.
5. For those Employees who accompany children to a camp during the regular work week, as defined in the Collective Agreement, Article 21.02(a), will receive compensation at their regular rate of pay for their regular work hours. In addition, these Employees will receive one (1) day off in lieu for every day present at camp to be taken at a time authorized by their Supervisor.
6. The Society and the Union understand the importance of adhering to safe work practices at all times, in accordance with the legislative requirements of the *Occupational Health and Safety Act* while at any off site location that may be used for summer camp.


Dated at Windsor this 21 day of March, 2023.

FOR THE SOCIETY:

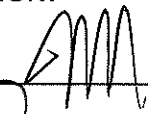


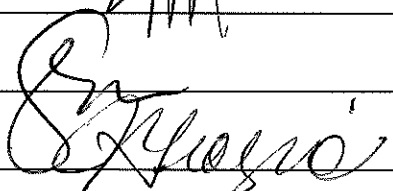


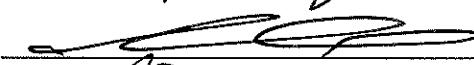





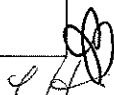
FOR THE UNION:











LETTER OF UNDERSTANDING

#9 – Use of E-mail System

On condition that it is understood:

- (a) That the Society is the owner of the Information Technology systems (including e-mail, computers, hardware and software) on and in its premises, including external access to such systems, and any laptops or computers which the Society supplies to its Employees,
- (b) That the Society owns all the property rights in such Information Technology systems, laptops and computers, and
- (c) That it is understood and agreed that the Society is not in any way ceding to the Union any of its property rights.

The Society agrees to permit the Union to use its e-mail system for the purpose of exchanging correspondence between its members, the members of its Executive and various Union representatives and the CUPE National Representative.

Further, the Society agrees to permit the Union to use the Society's electronic bulletin board to post notices to its membership in accordance with current practice for paper postings.

It is further agreed that use of the e-mail system will be restricted to legitimate Union business involving negotiation, administration and enforcement of the Collective Agreement. It is agreed that misuse of the system shall entitle the Society to deny any further use at its discretion.

The Union agrees to indemnify and save harmless the Society with respect to any claims, fines, penalties or cause of actions involving the Society arising as a result of any e-mail communication by a member of the Executive, or any representative of the Union.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#10 – Maintaining LTD, Life & AD & D Insurance during Leave of Absence

The Society shall provide Employees on statutory leaves of absence with the opportunity to maintain their LTD coverage and Life and AD&D insurance provided they continue to make the appropriate premium contributions. Employees who elect to continue such coverages must advise prior to commencing their leave of absence. The parties acknowledge that the decision to continue to provide such coverages is solely at the discretion of the insurance provider.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#11 – Social Work and Social Service Work Act, 1998 and the Psychotherapy Act, 2007

1. There will be no requirement for any Bargaining Unit member to become a member of a College unless required by a ministry directive, regulation or legislation.

2. It is understood that if staffing qualification guidelines are established by the Society or by the Ministry of Children, Community and Social Services which are adopted by the Society and, as a result, there are Employees who do not meet the qualification guidelines for the Bargaining Unit job they are performing, the Society will deem them qualified for that position and for similar positions in the same level of their seniority group unless prohibited by legislation.

3. Where the Society is required to make a mandatory report to a College relating to an Employee, a copy of the report shall be immediately forwarded to the Employee and the Union.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

Brandon
Porter
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FOR THE UNION:

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LETTER OF UNDERSTANDING

#12 – Local Superior Provisions

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

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

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#13 – Provincial Discussion Table and Sub-Committees

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

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

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

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#14 – Benefits Savings

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

Dated at Windsor this 2nd day of March, 2023.

FOR THE SOCIETY:

J Braddock
B. Bismar
[Signature]
[Signature]
K.L. Steuber
[Signature]

FOR THE UNION:

Craig Hesman
[Signature]
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LETTER OF UNDERSTANDING

#15 – Child Protection Floater Positions

The Society will maintain four (4) Child Protection Floater positions for the life of the Collective Agreement.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#16 – Team Meeting/Day

A team meeting/day will be scheduled when it is decided by a Director/Manager/Supervisor that one is necessary for the purpose of:

- Professional development
- Policy review
- Direct communication of information
- Team building

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

J Beaudou
Bessmer
[Signature]
[Signature]
R. J. Stecher

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#17 – Equity Hiring Strategy

WHEREAS both parties acknowledge and agree that, currently and historically, Indigenous, Black and 2SLGBTQIA+ individuals have been underrepresented within the WECAS workforce, and simultaneously disproportionately overrepresented within the Child Welfare System.

WHEREAS both parties believe, it is critically necessary to employ a skilled workforce that represents and reflects the population of the community WECAS serves; and that doing so will diversify the WECAS workforce and support the shared goal of reducing the overrepresentation of Indigenous, Black and 2SLGBTQIA+ children and youth in the care of the Child Welfare System.

AS SUCH for the duration of this Collective Agreement, the Union and Society have agreed to the Equity Hiring Strategy below:

1. When a new position is created or when a vacancy occurs within the Bargaining Unit, it will be posted following the spirit of Article 15.02 (a), first to solicit interest from Employees who identify as equity seeking from one of the three noted targeted groups above OR if it is necessary to create specific diversification within a respective job classification, the job posting will specify the designated equity seeking group(s) eligible to apply.

At the time of posting, the Society will notify the Union if there is an ability to increase Bargaining Unit complement should no internal qualified applicants be identified.

2. Employees who meet the eligibility criteria who are interested can apply for the position per Article 15.
3. The Society will follow the parameters of Article 15 and seniority and qualifications will be regarded as it relates to the selection process.
4. Once the job posting period has closed, if there are no interested qualified applicants, the Society will decide if there is an ability to increase Bargaining Unit complement:
 - If it is deemed that there is an ability to increase Bargaining Unit complement, the job posting will be posted externally, inviting designated equity seeking group(s) who are eligible to apply. Should the Society find a qualified individual from the applicable equity seeking group, the external individual shall be hired.

- If it is deemed that there is not an ability to increase Bargaining Unit complement, the job posting may be posted internally per Article 15.02 (a) with no other applicable parameters.

Dated at Windsor this 2nd day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING

#18 – Commitment to Employee Mental Wellness

WECAS acknowledges that although the work of child welfare can be extremely rewarding, at times, it can also be extremely difficult and has the ability to affect an Employee's mental wellness.

There are times for example, when Employees are exposed to traumatic events or circumstances such as a child death within one of the families they are working to support. In these instances, the Employee's Supervisor will check-in with the Employee and discuss the importance of processing the situation with an experienced treatment provider in an effort to offer support to the Employee and lessen the possibility of any further psychological injury.

Should the Employee be interested in seeking treatment, however, discloses that they have already exhausted their psychological services benefits per Article 28 – *Health Benefits*; WECAS will offer the Employee the opportunity to seek treatment from a provider of the Employee's choosing and cover up to a maximum of \$200 of eligible reimbursement per session for up to five (5) sessions, upon submission of invoice(s). After five (5) sessions, if there remains a need for further treatment, the Employer may consider offering to reimburse the Employee for additional sessions, as necessary.

Dated at Windsor this 21st day of March, 2023.

FOR THE SOCIETY:

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FOR THE UNION:

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Promissory Note – Appendix “C”

To: _____ (the “Employee”), an employee of the Windsor-Essex Children’s Aid Society (“WECAS”) and a member of the Canadian Union of Public Employees, Local 2286.1 (“CUPE”).

FOR VALUE RECEIVED subject to the Employee’s eligibility for post-retirement benefits, applicable as the date hereof, upon the retirement of the Employee, either by reaching normal retirement age or by reason of being unable to discharge his or her duties efficiently because of illness or other incapacity, the undersigned agrees to provide post-retirement benefits to the Employee and his or her eligible spouse and eligible dependent children in accordance with Article 28 – *Health Benefits* under the Collective Agreement between WECAS and CUPE, dated _____, 2019 (the “Collective Agreement”), and subject to the terms and conditions of WECAS’ benefits carrier(s), WECAS agrees to permanently enshrine the Employee’s right to post-retirement benefits, provided the Employee qualifies for same in accordance with the Collective Agreement and the terms and conditions of WECAS’s benefit carrier(s).

It is agreed that this document forms part of the Collective Agreement and shall be enforceable on its terms both within the Collective Agreement by CUPE and by each of the individuals to whom it applies in their personal capacity in a civil court. It is expressly intended that the Memorandum of Agreement regarding this note shall be automatically renewed with each successive Collective Agreement and form part of such Collective Agreement. Further, in the event of any expiry of any Collective Agreement to which the Memorandum of Agreement regarding this note is attached, the Memorandum of Agreement shall continue to be enforceable in the interim period until the next Collective Agreement is in place. Further, this note is also being provided independently of the terms and conditions of any applicable Collective Agreement binding on WECAS and CUPE and will continue in full force and effect.

For the avoidance of doubt, WECAS shall provide the same or substantially the same post-retirement benefits to the Employee; however, shall not be precluded from changing benefits carriers, subject to the terms prescribed by the Collective Agreement. Moreover, nothing in this note shall in any way entitle the Employee or the Employee’s eligible dependents to benefits not otherwise afforded to the Employee by way of the Collective Agreement, notwithstanding the following:

- I. The amendment of the applicable terms and conditions of the Collective Agreement between the undersigned and the Canadian Union of Public Employees and its local 2286.1;
- II. The merger or amalgamation of the WECAS with any other CAS (including but not limited to, the creation of a “regional/provincial CAS or similar”) that includes some or all of the undersigned;
- III. The dissolution or any other re-organization of the WECAS at it’s own doing or by any act of the provincial legislature;
- IV. The merger of Canadian Union of Public Employees and/or Local 2286.1 with any other Union and/or one or more Canadian Union of Public Employees locals.

DATED to take effect as and from the 10th day of April, 2019.

WINDSOR-ESSEX CHILDREN'S AID SOCIETY

Per: _____
Name: Derrick Drouillard
Its: Executive Director



Provincial Bargaining Table Agreement – Appendix “D”

Human Resource Adjustment Plans (HRAP)

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

PREAMBLE

The Ministry of Children and Youth Services has made application for a regulation under the *Public Sector Labour Relations Transition Act* (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PSLRTA. The parties herein agree to use their best efforts to effect a smooth transition in the best interests of 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 employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an Employee is working simultaneously at two employers who both integrate with the same

Successor Employer (and the Employee is employed in both of the transferred programs), the Employee shall receive the greater amount of seniority and service held at either Predecessor Employer.

- (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date)

ARTICLE 5 – ACCESS TO WORK

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

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

5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.

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

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

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

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

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

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

ARTICLE 8 – TERMS OF EMPLOYMENT

8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of Employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall

address transition issues related to disabled Employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.

- 8.02 The Local HRAP shall include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing Employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

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

- (a) An arbitrator will be selected by mutual agreement of the parties within 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.

Health Care Spending Account – Appendix “E”

CAS PDT

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

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

Health Spending Account list of eligible expenses

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

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

Acupuncturists	Naturopaths	Physiotherapists
Chiropodists	Nurses	Podiatrists
Chiropractors	Occupational Therapists	Psychoanalysts
Christian Science Practitioners	Optometrists	Psychologists
Dental hygienists	Osteopaths	Social Workers
Dentists	Pharmacists	Speech Therapists
Dieticians	Physicians	Theraputists

- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment

Artificial eyes	Ileostomy or colostomy pads	Incontinence supplies
Artificial limbs	Hospital bed	Walkers
Crutches	Breast prosthesis	Wheelchairs
Hearing Aid Devices	Laryngeal speaking aids	Limb braces
Wigs	Oxygen tent or equipment	
Orthopedic Shoes		



- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures for services
 - Cosmetic surgery if necessary for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of residence
 - Electrolysis or hair removal performed by a licensed technician
 - Hearing expenses including hearing aids and hearing ear dogs
 - Modifications to a home for person confined to a wheelchair
 - Preventive diagnostic, laboratory and radiological procedures
 - Surgical heart transplants performed by a physician
 - Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
 - Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
 - Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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



Gender-Neutral Joint Job Evaluation Maintenance Agreement

BETWEEN

The Windsor-Essex Children's Aid Society

(hereinafter referred to at the "Society")



AND



*The Canadian Union of Public Employees Local 2286(hereinafter referred to as the
"Union")*

Handwritten initials or a signature in the bottom right corner of the page, possibly 'P.H.' or similar.

TERMS OF REFERENCE

Table of Contents

Introductory Statement

Article 1	Mandate of the J.J.E.
Article 2	Maintaining the Job Evaluation Programme
Article 3	Settlement of Disagreements
Article 4	Bargaining Unit Job Evaluation Process
Article 5	Rules/Guidelines for the Joint Job Evaluation Committee
Appendix A	Re-Evaluation Form
Appendix B	Review Decision Form
Appendix C	Appeal Form

JOINT JOB EVALUATION MAINTENANCE PROCEDURES

Introductory Statement

Job Evaluation is an ongoing process. Jobs will change in duties and responsibilities during the course of time. In order to maintain current information the following maintenance procedure shall apply. This procedure allows the Union and the Society the opportunity to submit problems concerning job documents and/or the rating of jobs to the Joint Job Evaluation Committee (*J.J.E.C.*) for resolution.

The *J.J.E.C.* and the Union recognize that the Society has the right to write new job Descriptions or revise existing job descriptions further to its right to direct the work force and submit the applicable information to the *J.J.E.C.* following the procedures herein.

Article 1 – Joint Job Evaluation Committee and Mandate

- 1.1 The parties shall maintain a Joint Job Evaluation Committee consisting of four (4) members of the Society, below the rank of the Executive team and four (4) members of the Union, one (1) of which shall be a member of Local 2286.2. In order for the *J.J.E.C.* to make decisions a minimum of six (6) members must be present at the meeting. Such minimum must include three (3) members from the Society and three (3) members from the Union and include a minimum of one representative from each of the CUPE Local 2286.1 and CUPE Local 2286.2 bargaining units. The Co-Chair or designate from each group must be present. Alternates to serve as replacements may be appointed by the respective parties.
- 1.2 The Society shall release, without loss of pay or benefits or seniority, the representatives' named by the Union to attend sessions of the Joint Job Evaluation Committee and all other aspects of Joint Job Evaluation including training, appeals, arbitrations and maintenance procedures.
- 1.3 Routine business decisions of the *J.J.E.C.* will be by simple majority, whereas job rating decisions will be a consensus of the full committee.
- 1.4 The Society shall appoint a secretary to the *J.J.E.C.* who will provide minutes of the previous meeting, any relevant documents that may be relied on in the meeting, such as updated job descriptions and questionnaires, etc. and the agenda of the forthcoming meeting, which will be circulated to all JJE Committee members a minimum of 48 business hours prior to each meeting. The secretary would not be an active participant in the discussion and decision part of the *J.J.E.C.*
- 1.5 The mandate of the *J.J.E.C.* is to ensure that all jobs are rated in a fair and equitable manner according to the Gender Neutral Job Evaluation Plan as negotiated by the parties, consistent with the guidelines of the *Pay Equity Act*.

THE J.J.E.C. SHALL MAINTAIN THE JOINT GENDER NEUTRAL JOB EVALUATION PROGRAM BY:

- (a) Evaluating all jobs within 5 years, including new or changed jobs as requested, using the Evaluation Plan.
- (b) Maintaining the integrity of the program, by ensuring that the manual is applied to all jobs fairly and consistently.
- (c) Making recommendation to the parties regarding changes to the Job Evaluation Plan, its procedures or methods, as may be deemed necessary from time to time.
- (d) Ensuring that a record of all J.J.E.C. related documents are maintained and stored in a centralized location.


Article 2 – Maintaining the Job Evaluation Program

- 2.1 The J.J.E.C. shall maintain accurate job descriptions and job ratings on an ongoing basis. The J.J.E.C. shall review jobs upon request and conduct a comprehensive review of all positions within each five-year period. Jobs shall be rated in the order of their date of submission and/or review, beginning with the oldest to the newest date.
- 2.2 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 Re-Evaluation Form (see Appendix A), stating the changes or added duties of the job.
- 2.3 The J.J.E.C. shall consider the request and perform an evaluation and inform the Society of the results. Following the appeal process, the subsequent evaluation shall be considered final and binding upon the parties and all Employees affected. The J.J.E.C. shall inform the incumbent(s), the Supervisor and the Union President of its decision.
- 2.4 Whenever the Supervisor/Society changes the duties and responsibilities of a job or the incumbents(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/Society may request a job evaluation review by completing and submitting a Job Evaluation Re-Evaluation Form (Appendix A);

- (b) Upon receipt of a completed Job Evaluation Re-Evaluation Form, the *J.J.E.C.* shall within 30 days, 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 joint interviewing of incumbent(s) and/or Supervisor(s) and/or joint visits to the job site. The incumbent(s) and the Supervisor will have the opportunity to meet together to discuss the job in detail. Neither party shall be permitted to alter the others response, but their comments will be documented and included as part of the Job Analysis Questionnaire. Based on this information, the *J.J.E.C.* shall update the job description, as necessary.
- (c) Where the job description has been changed, the *J.J.E.C.* shall meet to rate each sub factor of the job, and to establish a rating for the job and advise the incumbent(s), and the Supervisor of its decision (Appendix B). The rating of the job shall determine the pay grade for the job.
- (d) The results of the Committee's ratings shall be communicated to the incumbent(s)' Supervisor and the Union President within 45 days of receipt of the initial completed re-Evaluation Form from the incumbent(s)/Supervisor. Such communication shall be by the Review Decision Form (Appendix B).
- (e) If the job is rated at a pay grade higher than the existing pay band, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Re-Evaluation Form was submitted. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated on the higher of the revised or previously existing job rate;
- (f) If the job is rated at a pay grade lower than the existing pay band the incumbent(s) rate of pay shall be maintained at the existing pay grade. The incumbent(s) shall continue to receive any increment adjustments and all economic adjustments negotiated from time to time shall be calculated upon their current rate.

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

- (a) The Society shall prepare a draft job description for the job;
- (b) The *J.J.E.C.* shall meet within 30 days and establish a temporary pay grade for the job, based on the draft job description;



- (c) The job shall be posted in accordance with the provisions set out in the Collective Agreement, 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 the job description to the J.J.E.C. The J.J.E.C. shall develop a job description and rate the job according to the job evaluation plan and **communicate** the results of such ratings according to procedures outlined in 2.4(d).
- (e) The pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of this six (6) months re-examination of the job, the incumbent shall be treated as in 2.4(f) for the duration of their tenure in the job.

2.6 Appeal Procedure

- (a) Following the receipt of the Joint Job Evaluation Committee Review Decision Form, an incumbent may elect to appeal by submitting to the J.J.E.C., a completed Job Evaluation Appeal Form within 30 days.
- (b) The Committee shall meet within 30 days of receipt of the completed Job Evaluation Appeal Form to review the additional information for the appeal.
- (c) The incumbent(s) shall be notified within five (5) working days of the J.J.E.C. decision.
- (d) The evaluation of the J.J.E.C. shall be final and binding.

Article 3 – Settlement of Disagreements

In the event the J.J.E.C. is unable to reach an agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-Chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall refer the matter to the Union and the Society for their resolution, which may include mediation and/or arbitration.

BARGAINING UNIT JOB EVALUATION PROCESS

1. Each person of the Joint Job Evaluation Committee should have an understanding of the job description in its entirety, including a consideration of the organizational structure and location in which the position fits. Before evaluating the job descriptions, the committee must have a good understanding of the job evaluation sub factors and the definitions of the levels within each sub factor.
2. It is essential that only the contents of the job descriptions are evaluated. The incumbent's qualifications, attributes, or their ability to perform certain functions should not be considered, nor should the Agency's hiring practices be taken into consideration. It will be job content, and not incumbent performance, that will be evaluated.
3. Each job description should be evaluated in its entirety before another job description is evaluated.
4. Following the first evaluation, all job descriptions will be re-evaluated factor by factor.
5. *J.J.E.C.* members will exempt themselves from the evaluation where the member could gain, or be perceived to gain, from the evaluation of a specific job. *J.J.E.C.* members will not evaluate their own job, the job of a direct subordinate or a Supervisor and shall refrain from evaluating any job that could place them in a conflict of interest. All *J.J.E.C.* members are entitled to appeal their evaluation results.
6. When assessing a job description for a given factor, work from the lowest level, and compare the job description with the sub factor level definitions until a match is identified and there is a consensus of committee members.
7. Review sub factor level definitions above and below the ones tentatively selected for each sub factor. It is not expected that a position will meet all the criteria of a level, but the selected level should represent the "best fit" as compared with both the preceding and following levels (where applicable).
8. If a discrepancy exists regarding the sub factor level a position should be assigned, the position should receive the benefit of the doubt and be assigned the higher level only if the higher level requirement is significant and critical to the functioning of the position. A requirement is considered to be of significance if it occupies at least 20% of the normal work week.
9. The scores will be determined following the evaluation of the position.


10. When all job descriptions have been evaluated, a summary page with all positions and level scores should be compiled and checked for consistent application of the evaluation procedures between positions.

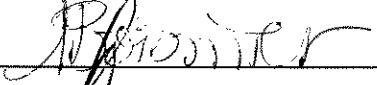
RULES/GUIDELINES FOR THE JOINT JOB EVALUATION COMMITTEE

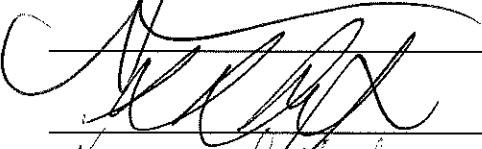
1. Rate the norm, not the exception.
2. When rating positions, the committee will be required to make relativity judgments.
3. The committee will agree to measuring compression learning time.
4. Regarding education, the minimum education required to satisfactorily perform the job function will be considered. Where a formal education program is available, that will be used as opposed to experience for measuring knowledge.
5. Experience will include on the job training and additional courses required/mandated for that position.
6. Jobs will be placed at an appropriate degree level in each factor by comparing the specific requirement of the job to the factor definition and the description of each degree level.
7. The integrity of the plan will be maintained.
8. All time lines referenced within this plan can be extended by consensus of the Committee at its sole discretion.


Dated at Windsor this 21 day of March, 2023.

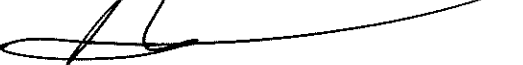
FOR THE SOCIETY:






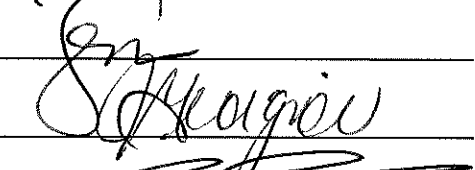


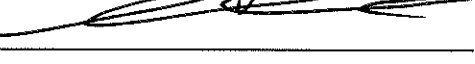




FOR THE UNION:











Appendix B Job Evaluation: Review Decision Form

Employee Name: _____

Job Title: _____

Supervisor: _____

This is to advise that a thorough review was conducted by the Job Evaluation Committee and the following ratings were reached.

Factor	Rating (Old)	Rating (New)	Points (Old)	Points (New)
Knowledge				
Experience				
Judgement				
Mental Effort				
Physical Activity				
Dexterity				
Consequence of Error				
Contacts				
Working Conditions				

Total _____

Rational:

As a result of this job evaluation the band level is:

Unchanged___ At Band_____ Step___

Changed_____ To Band_____ Step___

Date: _____

Employer Co-Chair: _____

Union Co-Chair: _____

Original to Incumbent(s),

Copies to: Supervisor(s), Director(s), JJEC, Union President, Union Recording Secretary and Payroll

