

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE PEEL CHILDREN'S AID SOCIETY  
(hereinafter called "the Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4914  
(hereinafter called "the Union")**

**April 1, 2023 – March 31, 2026**

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**ARTICLE 1 PURPOSE**

1.01 It is agreed that the purpose and intent of this Agreement is:

- (a) To promote co-operation and harmony between, the Employer, employees and the Union and to secure for the parties the full benefits of orderly collective bargaining and to provide an amicable method for the prompt and fair disposition of all grievances.
- (b) To give service to the public in accordance with The Child and Family Services Act, as amended from time to time.
- (c) To promote efficiency in the delivery of quality services.
- (d) To set forth the conditions of employment to be observed by the employees, the Union and Employer.
- (e) To recognize the mutual value of joint discussions and provide a channel through which information and problems may be communicated from one to the other.

1.02 This Agreement constitutes the entire Agreement between the Employer and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.

**ARTICLE 2 RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of The Peel Children's Aid Society in the Region of Peel, except supervisors, persons above the rank of supervisors, maintenance staff, communications specialists, executive assistants, financial analyst, youth success coordinator, those employed on contract of twelve (12) months or less, and students employed during the school vacation period or on a field placement as part of their curriculum requirements.

2.02 Full-time employee means an employee who is regularly scheduled twenty-eight (28) or more hours per week.

2.03 Part-time employee means an employee who is employed and is regularly scheduled to work less than twenty-eight (28) hours per week.

2.04 Contract Positions

- (a) Contract positions are those with an expected duration in excess of twelve (12) calendar months. Contract positions shall be posted internally in order to give bargaining unit employees a chance to apply. The Employer agrees to inform the Union in writing of its intent to create any contract positions.

- (b) Notwithstanding other provisions of the Collective Agreement, an employee hired to fill a contract position or positions for which the total employment for the contract(s) employee is in excess of 12 months the contract employee will be entitled to the Employer's Long-term Contract Employee Health Care Benefits Plan (semi private hospital and prescription drug coverage). Long-term Contract Employees will be entitled to Vacation, Paid Holidays and Leaves of Absence as per the Employment Standards Act, 2000; OMERS as per OMERS guidelines; and one half (1/2) day sick credit per month. Long term Contract Employees are not entitled to other health and dental benefits, Article 20 Sick Leave and Article 14 Leave of Absence. The provisions of Article 21.05 concerning wage grid progression apply to employees in contract positions, as do any negotiated wage increases, unless the terms or conditions of a grant or special funding require otherwise (per Article 2.04(c)) or otherwise stipulated in the collective agreement.
- (c) If the contract position is the result of a grant or special funding, the terms or conditions of the grant or special funding will prevail over any conflicting terms, conditions or provisions of the collective agreement should the collective agreement apply to the person filling the contract position.
- (d) The cessation or expiry of a contract position shall not be the subject of any grievance.
- (e) Bargaining unit employees who assume contract positions shall still be considered bargaining unit employees and shall have all the rights and privileges under the collective agreement that they held prior to assuming the contract position, subject to paragraphs (b) and (c) above.
- (f) If the contract position is filled by a member of the bargaining unit, once the contract position is completed, all bargaining unit employees who moved from their regular positions to fill other positions created as a result of a bargaining unit employee filling a contract position, shall return to their previous positions, if they exist. Should their position no longer exist the employee will be placed in a similar position within their original job classification.
- (g) An employee hired from outside the employ of the Employer to fill a contract position will be credited with seniority for the period of their contract should they be hired directly into a permanent bargaining unit position.
- 2.05 Emergency After Hours Workers shall be deemed to mean any employee who is hired for the purpose of handling emergency child protection situations outside the normal office hours.
- 2.07 The Employer agrees to provide each new member of the bargaining unit with a copy of the Collective Agreement. Further the Union will be provided up to a half hour to address new employees during staff orientations.

**ARTICLE 3 MANAGEMENT RIGHTS**

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, lay off and suspend employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and,
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees,

Provided these functions are not exercised in contravention of the provisions of this agreement.

**ARTICLE 4 NO DISCRIMINATION**

4.01 The parties agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of the protected provision of The Ontario Human Rights Code, as amended from time to time, or by reason of their membership or activity in the Union. For the purposes of information, the current protected provisions of The Ontario Human Rights Code are: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, gender expression, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or disability.

4.02 The Employer recognizes that no employee shall be subject to harassment. Reference to harassment is as set out in applicable legislation.

**ARTICLE 5 CHECK-OFF DUES**

5.01 The Employer agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.

5.02 The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution and the Financial Secretary of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

- 5.03 The Employer agrees that the total amount of any monthly Union dues deducted in the calendar year shall be identified on the T4 Slip provided by the Employer.
- 5.04 The Union shall indemnify and save harmless the Employer, including its agents, and employees, from any and all claims or actions, arising out of or in any way related to the deductions made in accordance with this Article.

## **ARTICLE 6 UNION REPRESENTATION**

- 6.01 The Employer agrees to recognize –
- (a) The President, Vice-President, Recording Secretary, Treasurer, Lead Steward and Member at Large.
  - (b) Both parties agree to recognize a Negotiating Committee consisting of three (3) bargaining unit members plus the President and National Representative from the Union as well as up to a maximum of five (5) representatives from the employer. Time spent by the Negotiating Committee during a regularly scheduled shift meeting with the Employer for the purpose of negotiating a renewal of this agreement up to conciliation shall be considered time worked and result in no loss of remuneration.
  - (c) Five (5) Stewards.
- 6.02 For the purpose of this Article, the name and position of each of the committee members, from time to time selected, shall be given to the Employer in writing, and the Employer shall not be required to recognize any such committee members until it has been notified.
- 6.03 The Executive Committee of the Union and stewards have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Each such Committee Member shall report back to their Supervisor when returning to their regular duties. Employees shall suffer no loss in regular pay for the time spent in performing such union business up to and including arbitration.
- 6.04 The Union Executive Committee may have the assistance of a CUPE National Representative when meeting with the Employer provided, that such representative has provided reasonable advance notice to the Employer.
- 6.05 From time to time the Union may request permission from the Employer for a meeting room on the Employer's premises.
- 6.06 The Employer shall provide a locked bulletin board at the main office, which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of interest to its members. Union notices must be approved in advance by the Employer.

**ARTICLE 7 NO STRIKES AND LOCKOUTS**

- 7.01 During the lifetime of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out. The definition of the words “strike” and “lock out” shall be as set forth in the Ontario Labour Relations Act, R.S.O. 1980, as amended from time to time.

**ARTICLE 8 GRIEVANCE PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of resolving their complaint. If an employee has a complaint, they shall advise the Supervisor that they wish to hold a complaint meeting and discuss it with their immediate Supervisor within seven (7) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The discussion shall be between the employee and their immediate Supervisor. The Employee may request a Union Representative be present.

**Step 1**

Should the employee's complaint or concern not be adequately addressed to their satisfaction within seven (7) working days of the meeting the employee may file a written grievance to the employee's Director or designate. The Director or designate shall investigate the grievance and may discuss it with the employee or employees involved with the Steward who has signed the grievance. The Director or designate shall give their decision in writing to such Steward within a further seven (7) working days following receipt of the grievance.

**Step 2**

Within seven (7) working days after the Step 1 decision is received or should have been received, the grievor and/or their steward may submit the grievance in writing to the Director or their designate. A meeting will then be held between the employee's Director or their designate, a representative of the People and Culture department and/or the Employee's Supervisor if the Employer so wishes, the grievor, one member of the Union Grievance Committee and, a national representative of the Canadian Union of Public Employees if the Union so wishes. Such a meeting shall be held within seven (7) working days of the submission of the grievance at Step 2, unless extended by written mutual agreement of all parties. The decision of the Director or they/them/their designate shall be delivered in writing within seven (7) working days following the date of such meeting.

### 8.03 Group Grievance

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving and such written grievance shall be originated under Stage 2.

### 8.04 Employer Grievance

It is understood that the Employer may submit to the Union's Executive Committee any complaint with respect to the conduct of Union officer(s), Committee Member(s), steward(s) or member(s) concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, and if such complaint by the Employer is not settled satisfactorily, it may be treated as a policy grievance and referred to Arbitration in the same manner as a policy grievance of the Union.

### 8.05 Policy Grievance

Similarly, the Union shall have the right to process a policy grievance which could not otherwise be processed by individual employees and which deals with any difference which arises between the Parties from the interpretation, application, administration or alleged violation of the provisions of this Agreement.

8.06 An Employer Policy grievance shall be filed within ten (10) working days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Employer. A Union Policy grievance shall be filed within ten (10) days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Union.

8.07 All policy grievances shall be initiated at the Step 2 level of the Grievance Procedure.

### 8.08 Discipline Grievances

A claim by an employee, who has completed their probationary period, that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director at Step 2 of the grievance procedure within seven (7) working days after the employee receives written notice of discharge or suspension. All discipline grievances concerning discharge or suspension or shall be initiated at the Step 2 of the Grievance Procedure.

8.09 For purposes of Articles 8, and 9, and all grievances processed thereunder, all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn and abandoned. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits as prescribed.

- 8.10 In determining the time within which any action is to be taken under the Grievance and Arbitration Procedure as set out in Articles 8 and 9, weekends, designated holidays and religious holidays shall be excluded. When grievances are submitted by mail, the date of presentation shall be the letter's postmark.
- 8.11 All time limits provided for in Articles 8 and 9 can be extended by mutual consent, in writing.

## **ARTICLE 9 ARBITRATION**

- 9.01 Failing settlement under the grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement including any question as to the whether the matter should be referred to arbitration as herein after provided, the grievance may be referred to arbitration. If no written request for arbitration is received within twenty (20) days after the decision under Step 2 is given the grievance shall be deemed to have been abandoned.
- 9.02 The Board of Arbitration shall be composed of one person appointed by the Employer, one person appointed by the Union, and the third to act as chairperson, chosen by the other two members of the Board of Arbitration. Within ten (10) working days of the request by either party for a Board of Arbitration each party shall notify the other of the name of its appointee. Should the person chosen by the Employer to act on the Board of Arbitration, and the person chosen by the Union, fail to agree upon a third person, within seven (7) working days, either party may request that the Minister of Labour of the Province of Ontario appoint a person to act as chairperson.
- 9.03 The parties, by mutual written consent, may agree to a single arbitrator in place of a Board of Arbitration. The single Arbitrator shall have the same powers as the Board of Arbitration.
- 9.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or single arbitrator shall be final, binding and enforceable on all parties and any employees affected by it. The Board of Arbitration shall not have the jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. However, the Board or single Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable. No monetary adjustments shall be made retroactive prior to date of the occurrence of the original complaint or event.
- 9.05 Each party shall pay the fees and expenses of the nominee it appoints, if appointed and one half of the fees and expenses of the Chairperson or single Arbitrator.
- 9.06 No person shall be appointed as an Arbitrator who has been involved with any attempt to negotiate or settle the grievance.

9.07 Time limits fixed in this article may be extended by mutual agreement in writing between the Union and the Employer.

#### **ARTICLE 10 DISCIPLINE, SUSPENSION AND DISCHARGE**

- 10.01 An employee who has completed their probationary period may be disciplined or discharged for just cause. Where possible and practicable, when an employee is disciplined, they shall be given the reason in the presence of a Steward or member of the Union Executive Committee. In the event of discharge the Employer will give the reason in the presence of a member of the Union Executive Committee or their designate. The Employer agrees to provide the Steward or member of the Union Executive Committee with a copy of any such notice of discipline or discharge.
- 10.02 An employee that has not completed their probationary period is not entitled to the “just cause” standard for termination of their employment. A probationary employee may be dismissed at the sole discretion of the Employer.
- 10.03 Whenever the Employer deems it necessary to discipline an employee in any manner (excepting a verbal warning), the Employer shall promptly thereafter give written reasons of such censure to the employee involved. The Employer agrees to provide the Steward or member of the Union Executive Committee with a copy of any such notice including a letter of termination or suspension.
- 10.04 An employee may request to be accompanied by a Union Steward or member of the Union Executive Committee during any meetings that the Employer has called to formally investigate the employee that may lead to discipline or to impose any discipline on the employee. This does not include supervisions meetings.
- 10.05 After twenty-four (24) months a disciplinary warning shall not be used against an employee and shall be removed from the employee’s personnel file provided no other disciplinary warning or other disciplinary action(s) have been issued against that employee in that twenty four (24) month period.

Non disciplinary letters, such as letters of counseling or expectations, not including employee performance appraisals, shall be removed after twenty-four (24) months provided there has been no further disciplinary or actions of a similar nature

- 10.06 With reasonable notice an employee shall be able during normal business hours to have access to review their personnel file. The employee is entitled to receive a copy of the file if requested. An employee may respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### **ARTICLE 11 SENIORITY**

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**11.01 Seniority Defined**

Seniority is defined as the length of continuous employment from the last date of hire. Seniority shall be used as a factor in determining preference or priority for promotion, transfer, demotion, lay-off and recall as set out in other provisions of the Agreement. Seniority shall operate on a bargaining unit wide basis.

If two (2) or more employees commence work on the same day, the employee, whose employment offer letter from the Employer is dated earliest, will be considered to be the senior employee. If offer letter dates are identical, the employee whose resume has the earliest receipt date will be considered the senior employee. If resume receipt dates are identical, the employee whose reference checks were completed first will be considered the senior employee.

11.02 Length of continuous service for part-time employees will be accumulated on a pro-rated basis as follows one (1) year's seniority for each one thousand eight hundred and twenty (1,820) hours worked in the bargaining unit as of the date of last hire.

11.03 (a) Full Time employees, apart from Unauthorized Child Protection Workers, shall be on probation for a period of six (6) consecutive calendar months of active employment. Part Time employees shall be on probation for a period of nine hundred and ten (910) paid hours of continuous employment.

(b) Full time Unauthorized Child Protection Workers shall be on probation for a period of six (6) consecutive calendar months of active employment from the date of notification that the Authorization Competency Exam (ACE) was successfully passed, to a maximum of twelve (12) months. Part time Unauthorized Child Protection Workers shall be on probation for a period of nine hundred and ten (910) paid hours of continuous employment from the date of notification that the Authorization Competency Exam (ACE) was successfully passed, to a maximum of one thousand eight-hundred and twenty (1,820) hours.

11.04 The probation period may be extended by agreement between the Employer and the employee for up to three (3) months for full time employees or four hundred and fifty-five (455) hours for part time employees. The Union will be notified when the probation period has been extended and the length of the extension.

11.05 Seniority lists for both full time and part time employees shall be revised every two months; a copy of each list will be posted on the bulletin boards and copies given to the Union. Part time seniority list will provide the total number of hours and accrued seniority. If an employee or the Union does not challenge the position of they/them/their name on the seniority list within the first thirty (30) working days from the date they/them/their name first appears on a seniority list, provided they/them/their is at work when the list is posted, then they/them/their shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted, they/them/their must object to they/them/their seniority standing within thirty (30) working days from the date they/them/their returns to work.

### 11.06 Service Defined

Service shall be defined for the purposes of this collective agreement as the employee's seniority reduced for the following reasons:

- (a) Absent from work due to sickness or accident beyond one hundred twenty (120) days except WSIB cases which will be protected for twenty-four (24) months.
- (b) Absent from work due to leave of absence beyond sixty (60) days of such leave except for pregnancy and/or parental leave, in which case the service will continue for the length of the pregnancy and/or parental leave.

### 11.07 Seniority shall terminate and an employee shall cease to be employed by the Employer when they/them/their:

- (a) submits a verbal or written resignation and does not withdraw it within twenty-four (24) hours;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of eighteen (18) months due to lay-off for employees with under three (3) years of service or a continuous period of twenty four (24) months for employees with three (3) or more years of service;
- (d) is absent from work due to illness or accident for a period which exceeds twenty four (24) months subject to the Human Rights Code.
- (e) fails to return to work upon termination of an authorized leave of absence within three (3) working days unless a reason acceptable to the Employer is given;
- (f) utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (g) has been absent from work for more than three (3) working days without notifying the Employer and providing a reasonable explanation for they/them/their absence;
- (h) subject to 12.05 fails to report for work within ten (10) working days after being notified in writing by registered mail by the Employer, following a layoff, or fails to inform the Employer within two (2) working days of recall that they will report for work. It is understood that the employee shall keep the Employer informed of their current address and phone number; and,
- (i) upon retirement.

### 11.08 An employee who transfers from part-time to full-time shall be credited with seniority on the basis of one thousand, eight hundred and twenty (1820) hours which equals one (1) year of

seniority for an employee who normally works seven (7) hour shifts. The seniority for an employee who does not have one thousand, eight hundred and twenty (1820) hours, or a multiple thereof, shall have they/them/their seniority pro-rated on an equivalency basis. An employee who transfers from full-time to part-time shall be given seniority credit by translating the length of service into hours where one (1) year of service is equivalent to one thousand, eight hundred and twenty (1820) hours from an employee who normally works seven (7) hour shifts. Part years shall be pro-rated.

- 11.09 An employee who is temporarily transferred to a position outside of the bargaining unit will not accrue seniority during the transfer but their accumulated seniority will be retained should they return to the bargaining unit within twenty four (24) months.

## **ARTICLE 12 LAY-OFF AND RECALL**

### **12.01 Definition of Layoff**

- (a) A layoff shall be defined as a reduction in the workforce.
- (b) Part-time layoff shall be separate and apart from full-time. Where feasible, part-time employees will be laid off before full-time employees.

### **12.02 Organizational Changes**

The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.

The Employer and the Union will continue to meet on an on-going regular basis to minimize impact on service.

- 12.03 In the event of a layoff, employees shall be laid off in reverse order of their bargaining unit wide seniority as defined in Article 11. An employee with notice of layoff may within five (5) working days of receipt of such notice, bump any employee with less seniority, in a similar or lesser classification, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.
- 12.04 If the Employer declares a vacancy, while there are employees on layoff who retain recall rights, the most senior laid off employee with recall rights qualified to perform the work will be recalled.
- 12.05 An employee on layoff may refuse a recall to a lower paid classification, a position with reduced hours or a temporary position of six (6) months or less without loss of recall rights.
- 12.06 No new employees will be hired until those laid off have been given an opportunity of re-

employment, subject to Article 12.04.

- 12.07 The Employer shall notify the Union and employees who are to be laid off twenty (20) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work twenty (20) full days after notice of lay-off, they/them/their shall be paid in lieu of work for that part of twenty (20) days during which work was not made available.
- 12.08 An employee who is subject to permanent layoff shall have the following entitlements;
- (a) Be placed on a recall list for a period consistent with Article 11.07 (c) from the date of the actual layoff begins; or
  - (b) To 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 lay off that may be available to that employee under this Collective Agreement.

- 12.09 The Employer agrees to pay its share of coverage for all employees' benefit plans for the three (3) months following the month of lay-off, provided that the employee pays they/them/their share of the said benefit plans and conditional that an employee who takes employment outside of the bargaining unit shall forfeit they/them/their rights under this article. Should an employee elect not to accept recall benefit coverage will be terminated. The laid off employee will pay they/them/their share of such premiums from final wages. In the event of a longer lay-off, and not exceeding six (6) months, employees so affected will be given the opportunity to continue the coverage through direct payment provided the benefit plans permits it.
- 12.10 It shall be the duty of each employee to notify the Employer, in writing, promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be held responsible for failure of a notice to reach such employee.
- 12.11 LTD coverage will cease at the end of the month in which the employee is laid off unless the employee arranges with the carrier to extend their coverage during the period of the lay off period. Employees extending LTD for all or part of the layoff will be responsible for paying one hundred percent (100%) of the premium directly to the carrier.
- 12.12 OMERS contributions will be suspended during the lay-off and under OMERS rules, layoff periods are considered to be non-purchasable broken service.
- 12.13 Upon lay off the Employer will provide employees who need support in seeking other employment with assistance with respect to drafting a resume, the conduct of an employment interview and how to conduct a job search.

- 12.14 Bargaining unit employees directly impacted by this article shall be provided with orientation in the event that they move into a new classification as a result of this article.

### **ARTICLE 13 JOB POSTING**

- 13.01 In the event a vacancy occurs which the Employer wishes to fill, the Employer will post a notice of the vacancy for a period of ten (10) working days on the intranet. Employees may set up the alert system for notification. The notice will contain the job title, duties and responsibilities, current salary range, location, hours of work, qualifications, required knowledge and education.
- 13.02 An employee that wishes to be considered for any posted position shall signify their desire by submitting an application in writing to the P&C Department within ten (10) working days of the posting of the notice.
- 13.03 The Employer agrees not to consider any outside applicant until all employees who have applied have been considered and the Employer has decided that none of the employees who so applied are suitable.
- 13.04 Employees who have been in their current position for less than twelve (12) months will be considered for another position at the sole discretion of the Employer.
- 13.05 Unless otherwise agreed to by the Employer, employees serving a probationary period may not apply to postings. Where the employer agrees to permit the probationary employee to apply for a posted position and the employee is the successful candidate for the position, the employee shall serve the full probationary period for the posted position.
- 13.06 Within fifteen (15) working days after the interview process is complete, successful and unsuccessful applicants shall be so advised. The name of the successful applicant will be posted.
- 13.07 There is no obligation for the Employer to post a position or declare a vacancy when the expected duration is six (6) months or less including absence due to sickness, accident, leave of absence or vacations.
- 13.08 All cases of vacancy, promotion and transfer shall be based on the following factors:
- (a) skill, ability and academic qualifications; and
  - (b) seniority.

Where the Employer considers the factors in (a) to be relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

- 13.09 Employees who are going to be absent, on leave or vacation, may file a notice with the Human Resources Department indicating a desire to be considered for vacancies that arise during their

absence.

### 13.10 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 they/them/their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

### 13.11 Duty to Accommodate

Should an employee require an accommodation under the Ontario Human Rights Code or other applicable legislation, the Employer shall review accommodation issues and options with the Union. The parties agree and acknowledge that notwithstanding the job posting provisions of this collective agreement the Employer may assign an employee to a position without posting the position or vacancy as part of the duty to accommodate.

### 13.12 Qualifications

- (a) Should job qualifications be changed by the Employer, employees will be deemed qualified for their current position, 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 Employer shall work with the Ministry of Child and Youth Services and the Union to develop a plan to mitigate any negative impact for staff.

### 13.14 College of Social Workers and Social Service Workers

There will be no requirement for any bargaining unit member to become a member of a College unless required by a government directive, regulation or legislation.

Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in hiring/firing or being a successful applicant for a position or promotion unless such membership is required by a government directive, regulation or legislation.

Where legislation requires employees to become members of the College, the Employer shall pay the full costs of all registration and membership fees. The membership fees will be paid on an annual basis thereafter.

Where employees are required to become members of a College, the Employer and the Union will meet to discuss strategies for achieving compliance and the Employer will explore the option of liability protection for employees who are the subject of client complaints to the College by virtue of having complied with the Employer's directions.

## **ARTICLE 14 LEAVE OF ABSENCE**

- 14.01 The Employer may grant a leave of absence without pay if an employee requests it, in writing.
- 14.02 Upon request in writing and submission of any required forms to the employee's direct supervisor and the People and Culture Department in accordance with the Employer's policy or direction, and giving as much advance notice as possible but in no case less than two (2) weeks to the Employer, an employee elected or appointed to represent the Union at conventions or seminars may be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for the amount of wages and benefits paid to the employee during the leave of absence upon request from the Employer within forty-five (45) days. No more than nine (9) employees will be granted leave at the same time and no more than one (1) employee from the same team. Should the duration of the absence be in excess of two (2) days no more than one (1) employee from Advice and Assessment will be granted leave at the same time. In the event that two (2) or more employees are elected from the same team, the Union and the Employer will work together to develop a mutually agreeable resolution. The total aggregate amount shall not exceed eighty-three (83) days per year. Such permission shall not be unreasonably withheld.
- 14.03 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, may be granted leave of absence without loss of seniority and without pay for a period of two (2) years and shall be extended upon request to a maximum of one (1) year. An employee on such leave shall have the right to return to their position upon thirty (30) days written notification to the Employer.

An employee on union leave shall retain and accrue her/his seniority rights and shall have the opportunity to remain on the Employer's benefit plan. In this case, the union shall pay the Employer's portion of the cost related to maintaining any benefit for the employee.

However, the continuation of LTD coverage is subject to the terms and conditions of the relevant plan.

#### 14.04 Bereavement Leave

In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay up to a maximum of five (5) working days for full time employees and two (2) scheduled shifts for part time employees, excluding Access Support and emergency after hours, to be taken within thirteen (13) months of the death for the purpose of attendance at a funeral, interment, memorial service or other such observance. The employee will advise the Employer of the dates on which they intend to take the bereavement leave as soon as possible after becoming aware of the date(s) on which their attendance is required.

The term "member of an employee's family" means a spouse (including common-law spouse), same sex spouse, children (natural, adoptive, step), parent (own, step, foster), siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild (own, step), grandparents (own, step, in-law).

In the event of the death of an employee's aunt, uncle, niece or nephew, the employee will be granted a leave of absence with pay up to a maximum of three (3) working days for full time employees and one (1) scheduled shift for part time employees, excluding Access Support and emergency after hours, to be taken within thirteen (13) months of the death for the purpose of attendance at a funeral, interment, memorial service or other such observance. The employee will advise the Employer of the dates on which they intend to take the bereavement leave as soon as possible after becoming aware of the date(s) on which their attendance is required.

#### 14.05 Family Leave

(a) Written Notice to the Employer

An employee wishing to take pregnancy and/or parental leave must advise the Employer in writing when they/them/their intends to begin the leave at least two (2) weeks and where possible four (4) weeks in advance and advise the Employer of the expected date of return to employment at the time the request is made.

(b) Length of Pregnancy and/or Parental Leave

An employee shall receive pregnancy and/or parental leave in accordance with *the Employment Standards Act*. An employee may extend the unpaid leave for up to twelve (12) additional months. While on pregnancy and/or parental leave an employee shall retain their full employment status and rights under this Collective Agreement, unless otherwise expressly excluded. Seniority and service shall accumulate only during that portion of the pregnancy and/or parental leave which is provided pursuant to the *Employment Standards Act*, but not for the purpose of probation.

(c) Employee Benefits During Pregnancy and/or Parental Leave

The Employer shall continue to pay its share of the premiums for full time employees for health care benefits for which the employee is enrolled for that portion of the pregnancy and/or parental leave which is provided pursuant to the *Employment Standards Act* (i.e. up to fifty-two (52) weeks for those that choose the standard ESA pregnancy/parental leave of 52 weeks; or seventy eight (78) weeks for those who choose the extended ESA pregnancy/parental leave of 78 weeks).

LTD coverage for full time employees will continue, provided 100% of the premium is paid by the employee prior to the commencement of the leave. These premiums may be paid by way of post-dated cheques or e-transfer.

The Employer will pay the Employer's share of OMERS contributions to match those of the employee during that portion of the pregnancy and/or parental leave which is provided pursuant to the *Employment Standards Act* (i.e. up to fifty-two (52) weeks for those that choose the standard ESA pregnancy/parental leave of 52 weeks; or 78 weeks for those who choose the extended ESA pregnancy/parental leave of 78 weeks), unless the employee gives one (1) month's notice to the contrary before the leave begins. Payment for OMERS contributions are as per the rules and regulations of the OMERS plan.

(d) Procedure Upon Return from Pregnancy and/or Parental leave:

If the employee wishes to amend the original return date, an employee must provide the Employer with at least four (4) weeks written notice. On return from pregnancy and/or parental leave, the employee will be placed in the position the employee most recently held with the Employer if it still exists. Unless the employee has been the successful candidate for a position in a higher or lower grid level the employee shall be returned to the salary grid level they held prior to commencing pregnancy and/or parental leave, and this level shall be adjusted for all increments for the period of the leave. In cases where the position no longer exist or there has been a lay off such that the employee no longer has sufficient seniority to hold the position, the employee shall be entitled to exercise they/them/their seniority rights pursuant to Article 11.

(e) If during this leave of absence, the employee decides to terminate employment, the employee must give the employer one (1) month's notice of the intent to terminate.

(f) Accrued vacation credits to a maximum of twenty (20) days must be taken consecutively with the pregnancy and/or parental leave. An employee may take more or less than twenty (20) days vacation credits with special permission of the Executive Director or they/them/their designate. Such permission will not be unreasonably denied.

(g) An employee will not be entitled to Sick Leave benefits during a pregnancy leave of absence.

(h) An employee completing their pregnancy/parental leave, upon a minimum of four (4) weeks written notice may have an additional unpaid leave of absence of up to twelve (12) months.

(i) Pregnancy and Parental Leave Top Up

Effective for any leave commencing after the date of ratification and approval of a Supplemental Unemployment Benefit (SUB) plan:

An employee with thirteen (13) weeks of service who is on either pregnancy or parental leave for biological or adoptive parents as provided under this Article, and who provides the Employer with proof that the employee has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*, will receive from the Employer as a SUB the difference between the Standard E.I. benefits which the employee is eligible to receive and seventy percent (70%) of the employee's normal salary for the number of weeks designated below provided that the employee continues to receive E.I. benefits during that period of time. "Standard E.I. benefits" is defined as fifty-five percent (55%) of the employee's average weekly insurable earnings up to the E.I. maximum amount.

For leaves commencing after ratification                      eighteen (18) weeks

For leaves commencing after April 1, 2024                      nineteen (19) weeks

For leaves commencing after April 1, 2025                      twenty (20) weeks

#### 14.06 Adoption Leave

Adoption leave without pay shall be granted for a period not exceeding sixty three (63) weeks to an employee who has been employed with the Employer for a period of at least thirteen (13) weeks prior to the expected date of placement of the child. Because the special nature of the adoption process sometimes provides for little or no notice of placement, it will be left to the employee and the Employer to determine the most appropriate notice through agreement. The employee at the time of the leave must inform the Employer in writing of the date of return to active employment. The same benefits arrangements and seniority provisions apply to adoption leave as are outlined in parental leave.

#### 14.07 Personal and Emergency Leave

A full time employee is entitled to up to five (5) days of paid Personal/Emergency Leave during each calendar year. Personal/Emergency leave may be used in the following circumstances:

(a) Personal illness, injury or medical emergency;

- (b) Illness, injury, medical emergency or urgent matter relating to the following family members: A spouse\*; A parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step- grandchild of the employee or the employee's spouse; The spouse of an employee's child; A brother or sister of the employee; A relative of the employee who is dependent on the employee for care or assistance;
- (c) Reasonable accommodation for religious holidays, which do not fall on a public holiday; and,
- (d) professional appointments.

\*Note: "spouse" includes both married and unmarried couples, of the same sex or the opposite sex.

Personal and emergency leave may only be taken during the calendar year for which they are granted. Unused personal and emergency leave days will not be paid out upon termination.

The parties agree that paid personal leave is not additional vacation and is only available to employees who are actively at work or on vacation.

#### 14.08 Jury and Crown Witness Leave

An employee required to serve on a legally constituted jury or subpoenaed as a Crown witness during a period when he would otherwise be scheduled to work for the Employer shall be paid the wages he would have received during this period computed on the basis of his regular number of straight time hours and the current rate of pay. Such employee will notify the Employer of the requirement to attend the Court and shall furnish adequate proof of the amount of pay received, excluding expenses, which shall be deducted from their next pay cheque or alternatively the employee shall remit directing such amount of pay received, excluding expenses, to the Employer. The Employer will not require the employee to work any other regularly scheduled hours on a day he or she is required to report for jury duty or Crown witness, but may require an employee excused from jury duty or Crown witness to complete the balance of they/them/their regular shift

### **ARTICLE 15 HOURS OF WORK**

15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per weeks.

15.02 The normal work week for full time employees shall consist of five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week. The Employer's normal office hours are from 9 am to 5 pm, Monday to Friday. Due to the nature of their work, the normal work week for Child & Youth Workers – Casual/Relief Family Support Services and Youth Success Trailblazers casual staff, and employees working in the Volunteer Department includes Saturdays, Sundays and holidays.

- 15.03 Employees are entitled to a one (1) hour non-paid meal break each day. An employee who works more than four (4) hours shall be entitled to two (2) fifteen (15) minute paid rest periods and an employee who works four (4) hours or less shall be entitled to one (1) fifteen minute rest period. Scheduled breaks will be taken around the needs of the work.
- 15.04 The normal hours of work of part-time employees shall be scheduled in accordance with the requirements of the position.

## **ARTICLE 16 COMPENSATORY/OVERTIME**

### **16.01 Compensatory Time**

- (a) Any time worked beyond thirty-five (35) hours per week require prior Supervisor approval and will be considered compensatory time on an hour for hour basis. Compensatory Time worked beyond forty-four (44) hours per week will be compensated for at one and one-half (1½) hour for each hour worked in excess of forty-four (44) hours. In the case of an emergency, where an employee is unable to obtain prior Supervisor approval, the employee will contact the Supervisor to advise of this emergency compensatory time as soon as possible.
  - (b) When a total of twenty-one (21) compensatory hours are reached the employee and Supervisor must develop a plan concerning when and how this time is going to be taken. In any event, the plan should attempt to limit the compensatory hours to no more than thirty-five (35) hours. In the event that the Supervisor and employee can not reach an agreed plan the Supervisor will schedule the required time off to be in compliance with the above.
  - (c) Lieu time in excess of thirty-five (35) hours shall be taken before the end of the calendar year in which the lieu time was accumulated. Lieu time in excess of thirty-five (35) hours not taken as outlined above may be paid out before the end of each calendar year at the discretion of the Chief Executive Officer. Total aggregate payment across the Agency will not exceed twenty thousand dollars (\$20,000) per year.
- 16.02 Approved compensatory time will be paid in cash only in the event of an employee's termination of employment.

## **ARTICLE 17 EMERGENCY AFTERHOURS**

- 17.01 Emergency Afterhours shall be hours which are not scheduled as normal working hours of the Employer.
- 17.02 The Employer shall hire individuals to work emergency after-hours and those individuals shall be restricted solely to working on such an emergency after-hours basis and shall be employed at the sole discretion of the Employer.
- 17.03 When employees work emergency after-hours hours, they shall be paid as follows:

The rate of pay will be:

Active Duty	Effective the date of ratification, \$26.00 per hour when the employee is actively involved in child protection services to clients, attending approved training, attending court, attending staff meetings and meeting with Supervisors.
	Effective April 1, 2024            \$27.00
	Effective April 1, 2025            \$28.00
On-Call Duty	\$15.00 per hour. Time when the employee is not performing active duties; but is scheduled to be available for active duty, as required. This time is not insurable hours.
Compensatory	One and a half times (1.5 x) the Active Duty Rate per hour Active Duty time worked in excess of forty-four hours (44) per week (the averaging hours agreement is in effect). Only Active Duty hours are considered for compensatory/overtime.

17.04 Scheduling of these shifts is at the discretion of the Employer.

17.05 Employees must work at least five (5) shifts per month, otherwise they will be considered to have resigned their employment, unless the employee has received approval in writing from their direct supervisor.

17.06 Article 24.07 applies to employees who work emergency after-hours.

17.07 When the Employer deems internet connection to be required for the employee's job, and as per the request of their direct supervisor, employees performing emergency after-hours work will be provided with an agency purchased cell phone for work-related purposes which will allow tethering to the internet. The device and a cell phone plan will be provided at the cost of the Employer. Staff who exceed the plan limit will have the additional cost deducted from their pay. The Employer will not monitor personal usage of the cell phone.

## **ARTICLE 18 PAID HOLIDAYS**

18.01 The Employer shall recognize the following Paid Holidays for its full-time employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation*	

\*In the event that that National Day for Truth and Reconciliation, or

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another holiday with substantially the same purpose, is made a public holiday in Ontario, that provincial holiday will replace National Day for Truth and Reconciliation in the list above.

- 18.02 To be eligible for holiday pay, an employee must work the full scheduled day immediately preceding and the full scheduled day immediately following such holiday, unless absent with permission of the Employer or the employee provides medical proof of illness if requested by the Employer.
- 18.03 An employee shall not be paid for the holiday if the employee is in receipt of, or eligible for, sick leave benefits for five (5) consecutive weekdays or more, long-term benefits, Workers' Compensation benefits, Employment Insurance benefits, is laid off, or is on a leave of absence.
- 18.04 When a Paid Holiday falls on a day in which an employee is on rotation duty, they shall be entitled to an alternative working day off at the mutual convenience of the employee and the Supervisor.
- 18.05 When any of the above-noted Holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, then the preceding Friday and/or following Monday and/or Tuesday shall be designated as the Holiday unless an alternate day is agreed to by both parties.
- 18.06 The Employer will provide the date of observance for each of the paid holidays listed in 18.01 by January 1 of each year.
- 18.07 In the event that one or more of the paid holidays occur during the employee's vacation, they/them/their will receive an extra day's vacation with pay for each paid holiday.
- 18.08 Floater Days

All permanent full time employees are entitled to two (2) floater days per year, to be taken any time during the year, with Supervisor approval. Entitlement is pro rated in the first year of employment, based on start date. Floater days must be used during the year they were earned.

## **ARTICLE 19 VACATION**

- 19.01 New full time employees shall commence to accumulate annual leave credits from the date of their appointment, whether on probation or not, at the rate of one and sixty-sixths one hundreds (1.66) days per month. During the first six (6) months of service, an employee may request vacation which may be granted, but which shall not exceed their total accumulation credits, e.g., three (3) months equals five (5) days.

Employees are eligible to take vacation in advance of accruing it during the same calendar year. Should the employee's employment terminate or should the employee initiate a leave of absence, any paid vacation taken in excess of vacation accrued will be deducted from the employee's final pay.

- 19.02 The vacation year shall be from January 1 to December 31.

Each full-time employee shall receive an annual vacation with pay according to the following schedule:

- (a) A full time employee who has completed less than one (1) year of service shall be entitled to one and sixty-sixths one hundreds (1.66) days of vacation with pay for each month worked in the calendar year the employee started.

- (b) During the calendar year in which a full time employee completes:

one (1) year of service or more but less than ten (10) years, shall be entitled to twenty (20) days of vacation with pay (the equivalent of four (4) weeks);

ten (10) years of service or more but less than twenty (20) years, the employee shall be entitled to 25 days of vacation with pay (the equivalent of five (5) weeks);

twenty (20) years of service or more but less than thirty (30) years, the employee shall be entitled to 30 days of vacation with pay (the equivalent of six (6) weeks); and,

thirty (30) years of service or more, the employee shall be entitled to 35 days of vacation with pay (the equivalent of (7) weeks).

During the calendar year in which the full time employee completes thirty-one (31) years of service, the employee shall be entitled to 36 days of vacation with pay.

The service date for purposes of vacation entitlement shall be the full-time employee's date of employment adjusted for the full period for absences in excess of ninety (90) working days excluding pregnancy leave or parental leave or WSIB Leave up to twenty-four (24) months, which shall be adjusted for pregnancy leave in excess of seventeen (17) weeks, and any parental leave in excess of thirty-five (35) weeks.

- 19.03 Employees whose employment is terminated before the end of a calendar year will have their vacation entitlement for that calendar year prorated. Any paid vacation taken in excess of the

employee's prorated entitlement will be deducted from the employee's final pay. Likewise, any part of the employee's prorated entitlement which has not been taken by the employee will be paid out with their final pay.

#### 19.04 Vacation Scheduling

- (a) By January 15 of each year, the Employer shall post a vacation schedule, acknowledging the days on which paid holidays will be recognized by the Employer for the period April 1 to March 31 based on the requirements of the operation.
- (b) All full time and part time employees shall indicate by March 1 their vacation preference. Vacation requests for the following fiscal year shall not be made from March 2 through March 31.
- (c) The Manager shall then set the vacation schedule by April 1. Where a conflict in vacation exists between Team members, the more senior employee's preference shall take priority. No employee shall take more than twenty (20) days vacation at one time except by special permission of the Director or designate.
- (d) After April 1, the employee who first requests a vacation shall have preference over other requests.
- (e) After April 1, the Manager or the employees shall not alter the vacation schedule unless by mutual consent. Such requests shall not be unreasonably denied provided that availability exists within the vacation schedule.
- (f) Should an employee change positions/Teams after they/them/their vacation time has been approved, there will be no change to their vacation approval as long as it was submitted prior to March 1, unless a conflict arises due to the change of position/Teams. Should a conflict arise on the new position/Team, the more senior employee's preference shall be respected, as long as it was submitted prior to March 1.

19.05 Where an employee qualifies for sick leave (certified by a doctor's certificate) or bereavement during they/them/their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

Should an employee be required to return to work during their vacation due to a subpoena or serious matter pertaining to they/them/their cases, the employee will be compensated by having the equal amount of vacation returned to him/her. Prior to calling an employee back from vacation, the Supervisor will endeavour to remedy the situation without involvement of the vacationing employee.

19.06 Employees shall be entitled to carry over ten (10) days of vacation entitlement to the following vacation year, provided that no employee shall take less than two (2) weeks' vacation in any one (1) vacation year as a result of the foregoing carryover.

#### 19.07 Service Recognition Days

All permanent full time employees earn up to three (3) service recognition days by accumulating years of service as outlined below:

- (a) 5 years of service, but less than 15 years - 1 day
- (b) 15 years of service, but less than 25 years - 2 days
- (c) 25 years of service or more – 3 days

19.08 Service Recognition Days will be taken at a mutually convenient time and must be taken in the year they are earned.

## **ARTICLE 20 SICK LEAVE**

20.01 Payment for absence due to sick leave shall be in accordance with the following:

Length of Service	Sick Leave Benefit
Less than 3 months	100% of income for five (5) days
3 mo. but less than 1 yr.	100% of income for two (2) weeks 66 2/3% of income for thirteen (13) weeks
1 yr. but less than 3 yrs.	100% of income for four (4) weeks 66 2/3% of income for eleven (11) weeks
3 yrs. but less than 5 yrs.	100% of income for six (6) weeks 66 2/3% of income for nine (9) weeks
5 yrs. but less than 7 yrs.	100% of income for eight (8) weeks 66 2/3% of income for seven (7) weeks
7 yrs. but less than 9 yrs.	100% of income for ten (10) weeks 66 2/3% of income for five (5) weeks
9 yrs. but less than 10 yrs.	100% of income for twelve (12) weeks 66 2/3% of income for three (3) weeks
10 yrs. and over	100% of income for fifteen (15) weeks

Sick Leave Plan payments at one hundred percent (100%) are based on a calendar year, not on a per incident of absence.

As part of the Employer's absence management effort the Employer may require an employee to submit a doctor's certificate for a period of absence of less than five (5) consecutive working days. Should the Employer require an employee to obtain a medical certificate for sickness of less than five (5) consecutive working days, the Employer shall reimburse the employee for the cost of the medical certificate.

- 20.02 If an employee is absent due to sickness for five (5) consecutive working days or more they will provide a certificate from a duly qualified medical practitioner to the Employer. It's the employee's responsibility to obtain and complete all necessary documentation and/or testing, in order for their claim to be adjudicated. Any cost associated with the completion of the adjudication form by the employee's doctor is the responsibility of the employee.
- 20.03 During the adjudication process, the employer will advance sick benefits based on schedule outlined above for up to three (3) weeks, In the event the claim is denied in whole or in part, the employee will be responsible for reimbursing the employer any unapproved sick leave benefits advanced. Such reimbursement will be made by payroll deduction to the extent possible. If the employee does not return to work and pay owing to him/her is insufficient to cover this debt, the employee will reimburse the employer for any amounts owing within four (4) months of the claim being denied. If the employee returns to work, reimbursement will be completed within four (4) months. If an employee who returns to work identifies an inability to reimburse the Employer within the four (4) month period, the Employer agrees to discuss an alternate reimbursement plan with the employee.
- 20.04 When an employee is returning to work, the employee may be required to provide a functional ability form if the employee cannot return to full duties/responsibilities.
- 20.05 The Employer shall reimburse an employee the cost of any independent medical examination that is required beyond the initial adjudication forms. Where possible, the employee may choose from a list of independent medical practitioners provided by the Employer.
- 20.06 (a) **Sick Leave Benefits Exhausted**

If an employee has exhausted their full fifteen (15) weeks of sick leave benefits, they will be entitled to a further fifteen (15) weeks of sick benefits after thirty (30) calendar days of continuous active employment for a new disability or illness or ninety (90) calendar days of continuous active employment for a recurrence of the disability. "Continuous active employment" may involve the performance of full or modified duties.

If, having complied with the above requirement of continuous active employment, the employee commences another sick leave in the same calendar year in which the prior leave commenced, all of the employee's sick leave benefits will be paid at 66 2/3% of income.

If, having complied with the above requirement of continuous active employment, the employee commences their subsequent sick leave in the next calendar year, the employee's sick leave benefits will be entirely reinstated and paid in accordance with Article 20.01.

(b) **Sick Leave Benefits Not Exhausted**

If an employee returns to work having not exhausted their full fifteen (15) weeks of sick

leave benefits, and commences another sick leave in the same calendar year in which the prior leave commenced, they will be entitled to the remainder of their entitlement under Article 20.01 during that subsequent sick leave.

If the employee commences their subsequent sick leave in the next calendar year, the employee's sick leave benefits will be entirely reinstated and paid in accordance with Article 20.01.

Notwithstanding the above provision, for administrative and support staff, should sick leave continue through the next calendar year, the next year's 100% sick leave entitlement days can be applied to the remainder of their fifteen (15) week entitlement.

## **ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

- 21.01 The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplemental pay and deductions.
- 21.02 (a) If a new occupational classification is established by the employer, the employer shall meet with the union to determine a mutually satisfactory rate. If the parties are unable to agree to the rate of pay for the new occupational classification, the union may file a grievance with respect to the dispute. The retroactive application of any award shall be limited to the date on which the grievance was filed.
- (b) If the duties and responsibilities of an employee's job are changed in a substantial manner, the Employer shall meet with the union to discuss the change. The Employer shall then determine the rate of pay and promptly notify the Union of the results, which may be subject to a grievance in the event of a disagreement. The retroactive application of any award shall be limited to the date on which the grievance was filed.
- 21.03 An employee that is promoted, reclassified or temporarily transferred to a higher position for a period of at least one (1) month they/them/their salary shall be placed in the step in the salary grid for the new or reclassified position where the salary rate is both closest to and at least one thousand dollars (\$ 1,000) higher than their current rate. The employee shall qualify for any pay increments in they/them/their regular position while temporarily placed.
- 21.04 When an employee is temporarily or permanently assigned to a position paying a lower rate, they/them/their rate will move to the salary rate on the lower salary band which is closest to but not lower than their current salary.
- 21.05 Progression from one step on the pay grid to the next higher step shall occur after twelve (12) months of continuous service (inclusive of pregnancy and/or parental leave, WSIB Leave up to twenty-four (24) months, sick leave up to ninety (90) days and leaves of absence of thirty (30) days or less). A break in service shall extend the progression period to the next step by the length

of the break. Annual increments are shown in Schedule "A" of the Collective Agreement. Each part-time employee shall move on the grid when they have worked the equivalent number of full-time hours in their current position as set out in Article 11.02.

- 21.06 The anniversary date for the purpose of step progression for Unauthorized Child Protection Workers who become authorized shall remain the employee's last date of hire.
- 21.07 Notwithstanding anything to the contrary in this collective agreement the Employer may, at the Employer's complete discretion, hire a new employee at a starting rate above the starting rate in Schedule "A" based on the new employee's qualifications, experience and any other factor that the Employer feels it is important to consider.
- 21.08 Part time and Emergency Afterhours employees will be paid twelve point five per cent (12.5 %) of salary premium in Lieu of Group Benefits, Vacation and Statutory Holidays.

Effective the date of ratification, mileage will be reimbursed to employees using their own cars for employer business based on fifty-nine cents/kilometre (\$0.59); sixty cents/kilometre (\$0.60) effective April 1, 2024; and sixty-one cents/kilometre (\$0.61) effective April 1, 2025.

All mileage and expenses must be submitted for reimbursement within ninety (90) days of being incurred. Claims submitted after April 10<sup>th</sup> for the previous fiscal year are not eligible for reimbursement. Employees who are on a medical leave of absence must submit their mileage and expenses within forty-five (45) days after their return to work.

All mileage reimbursement is subject to the approval of the Employer.

- 21.09 Additional insurance premium costs required by an employee's automobile insurer as a result of the employee being required to transport agency clients in the course of the employee's duties will be reimbursed by the Employer up to a maximum total of \$300.00 per fiscal year, subject to the employee providing proof of payment to the Employer and in accordance with the Employer's policy or direction.

## **ARTICLE 22 BENEFITS**

- 22.01 All benefits are subject to the terms and limitations of the master contract with the carrier or carriers. The Employer agrees to provide the Union with a copy of each said contract upon request.
- 22.02 The Employer agrees to make available to permanent full time employees, who have completed three (3) months of employment, the following benefits:
- (a) Vision Care - Employer pays one hundred percent (100%) (includes eyeglass coverage or laser surgery in the amount of five hundred dollars [\$500.00] maximum over a two (2) year period).
  - (b) Paramedical – 80% coverage. Maximum \$750 per practitioner (chiropractor, physiotherapist, podiatrist, naturopath, osteopath, psychologist/social worker, speech

- therapist, massage therapist) per annum.
- (c) L.T.D. – 60% of monthly earnings to a maximum benefits of \$6000 or 85% of your pre disability take home pay, whichever is less. Employees pay 100% of the premium.
  - (d) Group Life Insurance - two times (2X) annual salary for employees with less than 10 years of service; three times (3x) annual salary for employees with 10 years or more of service (maximum of \$500,000) - Employer pays one hundred percent (100%) of the premium.
  - (e) Dental Plan – Annual combined coverage maximum of \$2,300 for basic and major dental, paid at 80% of the current ODA Fee Schedule for basic and 60% of the current ODA Fee Schedule for major.
  - (f) Prescription Drugs – 80% coverage, \$7 dispensing fee cap.
  - (g) Hospital Coverage – 100% coverage, semi private hospital room.
  - (h) HCSA – Single \$260; Family \$600.
  - (i) Health Spending Account

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe ea. and the Children’s Aid Societies of Ontario Employers Group, signed on June 4, 2011 a Health Spending Account will be established for all active full time and part time employees:

The parties are committed to creating a workplace 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 services to children, youth and families.

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

April 1, 2023 \$1,000  
 April 1, 2024 \$1,000  
 April 1, 2025 \$1,000 (and each year thereafter)

This plan will be administer on the same terms and conditions as the current HCSA.

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 one year roll over consistent with CRA rules may be accumulated in a health spending account
- ii. Facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules.

- iii. Be administered by the respective Employers benefits providers in accordance with the terms and conditions of their plans
  - iv. Be subject to CRA rules and requirements including its definitions regarding eligible expenses, attached hereto as Appendix A
- 22.03 Coverage for O.M.E.R.S., C.P.P., and E.I. shall be paid for in accordance with the appropriate laws.
- 22.04 The Employer may substitute another carrier for any of the benefits provided that the level of benefits conferred thereby is substantially the same.
- 22.05 An employee on any unpaid Leave of Absence may continue their Dental and Extended Health Benefits provided they pay the full cost of such benefits and meet the requirements of the Benefits provider.

### **ARTICLE 23 PENSION AND RETIREMENT**

- 23.01 The Employer agrees to continue in effect during the existence of this Collective Agreement the Ontario Municipal Employee Retirement System (OMERS) under the terms and conditions of OMERS provided the Employer remains eligible to provide this plan.

All eligible employees are required to participate from the time of employment in OMERS.

- 23.02 Retirement Age and Benefits

Retirement age and benefits are governed under the Ontario Municipal Employees Retirement System. Specific information is available to each employee through the Employer.

### **ARTICLE 24 GENERAL**

- 24.01 When an employee is required or authorized to attend a convention, conference or meeting at the expense of the Employer, the Employer reserves the right to specify the means and route of travel. Employees are expected to carpool when practical. The Employer agrees to reimburse the employee for any pre-approved expenses incurred as a direct result thereof provided that the Employer reserves the right to limit the amount of such reimbursement. The Employer will reimburse up to eight dollars (\$8.00) for a breakfast, up to twelve dollars (\$12.00) for a lunch and up to twenty-five dollars (\$25.00) for a dinner provided receipts are presented. Employees will not be reimbursed for any alcohol or related expenses. Accounts of such expenditures shall be submitted within one (1) month of occurrence. Where an employee accompanies a child in care and has no option but to eat with the child or is requested to work in the evening due to an unplanned emergency in excess of two (2) hours or when required to facilitate the repatriation of a child/children they will be entitled to the appropriate meal allowance.
- 24.02 When employment is terminated by the employee, they shall give at least one (1) month's notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, then they shall give notice as soon as is possible to the Employer and the ordinary time limits for notice of termination may be waived.
- 24.03 The Employer shall provide protection to employees for all reasonable costs and expenses incurred directly in the defence of an employee in relation to:
- (a) The employee being investigated for an alleged criminal offense
  - (b) The employee being prosecuted for an alleged criminal offense
  - (c) A civil action being taken against an employee for compensation in connection with a failure or alleged failure to comply with requirement under protection of privacy legislation and
  - (d) Participation in a coroner's inquest

\*\* the above excludes employees charged under the Highway Traffic Act.

The above protection is provided in situations where:

- (a) The employee is acquitted of the charges;
- (b) The incident leading to charges occurred during the course of the employee's job duties;
- (c) The limit of the legal expense liability is one hundred thousand dollars (\$100,000) per person;
- (d) The employee has carried out the Employer's mandate to provide child welfare and/or service in good faith and in a professional manner; and following relevant statutes, standards and/or the direction of the Employer; and
- (e) The employee has not committed a serious breach or dereliction of said duties and/or responsibilities.

24.04 Damage incurred to an employee's automobile by a client during the course of the employee's work will be reimbursed for the employee's insurance deductible or out of pocket expense with proof of receipt up to a maximum amount of five hundred dollars (\$500).

24.05 Malpractice Insurance

The Employer will provide Malpractice Insurance for claims arising directly out of or during the performance of authorized Employer duties. It is hereby understood and agreed that coverage is subject to the terms and conditions of the Master Insurance contract a copy of which will be provided to the Union upon request.

24.06 It is agreed the Employer will prepare the Collective Agreement for signing within sixty (60) days of ratification and the Union shall arrange to print sufficient copies within thirty (30) calendar days from the date the Collective Agreement is signed by both parties. The Union and the employer shall share the cost of printing equally.

24.07 When the Employer deems a cell phone to be required for an employee's job, and as per the request of their direct supervisor, the Employer will provide the employee with an agency purchased phone to be used for work-related purposes. The device and a cell phone plan will be provided at the cost of the Employer. Staff who exceed the plan limit will have the additional cost deducted from their pay. The Employer will not monitor personal usage of the cell phone.

24.08 CYW Support Program On-Call (Voluntary Assignment)

- (a) Two hundred dollar (\$200) flat rate per on-call shift
- (b) Reimbursement for related expenses (i.e. mileage, meals, parking)

24.09 If the Employer is considering the introduction of significant technological change which will have an impact on the job security of bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its introduction of such change.

24.10 In the case of any planned leave of absence, or three (3) months after the commencement of any unplanned leave (which includes sick leave), the employee will return to the Employer all equipment of the agency in the employee's possession including any agency purchased phone.

**ARTICLE 25 LABOUR-MANAGEMENT COMMITTEE**

25.01 The Union and the Employer agree that the consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations. Therefore, the parties agree that a Labour-Management Committee composed of up to five (5) representatives from the Union and up to five (5) representatives from the Employer shall be established as a Labour-Management Committee. The Committee shall meet once every six (6) weeks at a mutually agreed time, or more or less frequently, with the consent of both parties. The Labour-Management Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relations between the Employer and its employees. It is understood that this Committee shall not have the power to alter, amend, add or modify the terms of the Collective Agreement. Employees shall suffer no loss of wages when meeting with the Employer during normal working hours.

## **ARTICLE 26 HEALTH AND SAFETY COMMITTEE**

- 26.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health consistent with the Occupational Safety and Health Act in the Peel CAS in order to prevent accidents, injury and illness of the employees.
- 26.02 The Employer and the Union agrees to establish a Joint Health and Safety Committee composed of six (6) bargaining unit employees appointed by the Union and an equal number of Employer representatives.
- 26.03 The Committee shall identify potential dangers and hazards and recommend means of improving health and safety programs where feasible to the Chief Executive Officer or their designate, including actions to be taken to improve conditions related to safety and health.

As part of its mandate the Committee will also:

- (a) Monitor incidents of violence directed against employees, develop policies and procedures and training programs to deal with both the prevention and management of violence in the workplace including the ongoing review and maintenance of the employee safety manual;
  - (b) Ensure the employees have work areas that are set up in an ergonomically correct manner, develop policies and procedures and training related to ergonomics and make recommendations regarding the purchase of equipment; and,
  - (c) Identify training requirements for the committee, which will enhance the committee's expertise.
- 26.04 The Employer agrees to provide necessary information as required under the Occupational Health and Safety Act.
- 26.05 Time off for such representatives to attend meetings of the Health and Safety Committee and inspections that the Health and Safety Committee determine are necessary in accordance with the foregoing shall be granted. Representatives attending meetings during the regularly

scheduled hours of work shall not lose regular earnings as a result of such attendance and shall be granted one (1) hour preparation time or such longer period of time as the committee determines is necessary to prepare for the committee meeting in advance of regular Health and Safety Meetings.

26.06 The Union agrees to co-operate to obtain the full cooperation of its membership in the operation of all safety and health rules and practices.

26.07 The Committee will meet every two (2) months or as deemed necessary by the Committee at a time and date to be mutually agreed upon.

The Employer agrees to provide such training to the Health and Safety Committee members as is required under the Occupational Health and Safety Act, as soon as is reasonable.

26.08 An inspection of each work site shall occur as required by the Occupational Health and Safety Act, or as deemed necessary by the Committee.

26.09 The Health and Safety Committee will review its terms of reference on an annual basis.

26.10 The Union has the right to bring in a CUPE National Representative to attend joint Health and Safety Committee meetings as a guest, provided reasonable advance notice is provided to the Employer.

26.11 The Employer recognizes its obligation to:

- Provide and maintain a safe and healthy workplace
- Support and promote an environment that is free from disruptive workplace conflict and disrespectful behavior
- Comply with the *Occupational Health and Safety Act*, as may be amended from time to time.

26.12 Recognizing the inherent dignity and worth of each individual, the Employer and the Union agree to support initiatives that promote an environment free from threats or acts of harm, and to support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior. The parties will not knowingly condone any inappropriate conduct or behavior.

The Employer and its employees together with the Joint Health and Safety Committee shall work cooperatively to:

- a. Initiate approved measures designed to reduce or eliminate aggression and/or violence in the workplace;
- b. Ensure staff are knowledgeable and comply with mandatory training, such as staff safety training;
- c. Ensure staff adhere to mandatory safety protocols, procedures, and reporting requirements as outlined in the staff safety manual.

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

- a. Causes of violence
- b. Factors that precipitate violence
- c. Recognizing warning signs of violence
- d. Prevention of the escalation of violence
- e. Controlling and diffusing aggressive situations
- f. Racism, including Anti-Black Racism, homophobia, transphobia and other types of discrimination
- g. Staff safety awareness and safety risk assessment tools, procedures etc.

26.13 A minimum of one (1) Director will take Joint Health and Safety certification training, Parts 1 and 2.

## **ARTICLE 27 WORKPLACE SAFETY AND INSURANCE BOARD**

27.01 The Employer agrees to arrange for coverage of all employees under the Workplace Safety and Insurance Act (WSIA). All injuries or accidents must be reported to the Employer according to Workplace Safety and Insurance Board Regulations.

27.02 An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreement, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on they/them/their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

27.03 If an employee receives benefits from an insurer other than the WSIB for a work-related injury, the Employer shall place the employee on an unpaid leave of absence subject to receipt of satisfactory medical documentation substantiating the need for the absence.

27.04 If, under the terms of the applicable LTD plan, an employee is eligible for LTD benefits for a work-related injury, receipt of those benefits will be subject to the terms and conditions of the LTD plan and the employee's continued payment of their portion of the LTD premium. Approval of the employee's leave shall be subject to receipt of satisfactory medical documentation substantiating the need for the absence.

27.05 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under WSIB shall accumulate seniority.

While an employee is receiving WSIB payments the Employer shall continue to pay its share of all premiums for a maximum of twenty-four (24) months for Dental, Extended Health Care, LTD and Group Life benefits, providing the employee pays they/them/their share of the premium contribution if any,. The employee must continue to pay their portion of the LTD premium during their absence.

An employee who has filed a WSIB claim will be paid the approximate equivalent of the WSIB payment through payroll, pending the approval of the claim by WSIB. These payments and any necessary adjustments will continue for the duration of the claim.

Should an employee in receipt of this payment from the Employer subsequently be denied coverage from WSIB the employee shall be entitled to make any claim under the sick leave plan she would have otherwise been able to make , from the date of illness/injury.

#### 27.06 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in they/them/their former or equivalent position with the Employer, providing they/them/their is capable of performing the essential duties of they/them/their former or equivalent position and no senior employee is displaced and the former or equivalent position still exists. Should the position not exist the employee shall be laid off in accordance with Article 12.

27.07 Subject to Article 27.03 the Employer shall return employees compensated for under the Workplace Safety and Insurance Act, in accordance with the Act and the Workplace Safety and Insurance Board's Policies.

27.08 An employee may request to be accompanied by a union steward or member of the executive committee during any meetings regarding modified work duties and accommodation.

### **ARTICLE 28 TERM OF AGREEMENT**

28.01 This Agreement shall remain in full force and effect from April 1, 2023 to March 31, 2026 and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date of termination either party furnishes the other with notice of termination or amendment of this Agreement.

28.02 Any changes deemed necessary in this Agreement may be made by written mutual agreement of the Parties at any time during the existence of this Agreement.

28.03 All terms of this Collective Agreement become effective on April 1, 2023 unless specifically indicated otherwise. Increases to the salary schedule will be retroactive to April 1, 2023 for employees on the payroll or on approved leave on the date of ratification.

28.04 The Employer will endeavour to provide all retroactivity within thirty (30) days of ratification. All retroactivity will be paid to employees on a separate cheque.

## **SCHEDULE "A" WAGES**

### **WAGES**

April 1, 2023 – 3.5%

April 1, 2024 – 3%

April 1, 2025 – 2.5%

### **One Time Lump Sum Payment**

The employer will pay a one-time lump sum payment of two-hundred and fifty dollars (\$250.00), less applicable deductions, to each employee employed on the date of ratification.

**April 1, 2023**

<b>Positions</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Immigration Specialist Quality Improvement Consultant	7	76,827	81,406	85,984	90,563	95,139	99,717
Programmer Analyst Training and Event Coordinator Specialist, Client Service and Support Specialist, Business Information and Support	8	73,138	77,385	81,634	85,906	90,131	94,406
Child Protection Worker Family Placement Worker (Adoption) Community Engagement Worker Child & Youth Support Worker – OPR-flex Independence Worker Permanency Worker Kinship Worker Infant Care Consultant O.P.R. Resource Worker Youth Court Worker Performance Analyst Analyst, Data Intelligence Procurement and Purchasing Specialist Program Management Coordinator Systems Administrator Disclosure Coordinator	9	71,343	75,437	79,559	83,682	87,803	91,900
Access Facilitator Family Activities Facilitator Child and Youth Worker - Flex Child and Youth Worker- Youth Success Child & Youth Support Worker, DEI Youth Success Program Coordinator Emergency Receiving Worker Family Placement Support Worker Financial Accountant System Support and Security Analyst Part X Coordinator Unauthorized Child Protection Worker	10	65,777	69,317	72,835	76,349	79,864	83,403
Information Management Coordinator Volunteer Coordinator Volunteer Drive Coordinator Payroll Analyst DEI Project Coordinator Communications Coordinator	11	60,718	63,552	66,359	69,192	72,000	74,831
CIC Data Foster Pay Coordinator Data Technician	12	55,713	58,343	60,999	63,627.00	66,258	68,915

System Support Technician Legal Administrative Assistant Legal & Disclosure Admin Assistant Legal and Information Management Admin Assistant — Flex Privacy & Disclosure Associate Communications & Service Relations Assistant Access Support Facilitator Case Aid Worker							
CYW Residential School Program	12S						
CPIN Administrator Information Management Technician Service Administrator - Flex Accounts Payable Clerk Youth Success Champion Procurement Associate	13	51,488	53,967	56,472	58,949	61,452	63,958
Volunteer Drive Dispatcher	14	47,215	49,187	51,211	53,234	55,257	57,280
Receptionist	15	43,674	45,444	47,215	48,984	50,757	52,502

**April 1, 2024**

<b>Positions</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Immigration Specialist Quality Improvement Consultant	7	79,132	83,848	88,564	93,280	97,993	102,709
Programmer Analyst Training and Event Coordinator Specialist, Client Service and Support Specialist, Business Information and Support	8	75,332	79,707	84,083	88,483	92,835	97,238
Child Protection Worker Family Placement Worker (Adoption) Community Engagement Worker Child & Youth Support Worker – OPR-flex Independence Worker Permanency Worker Kinship Worker Infant Care Consultant O.P.R. Resource Worker Youth Court Worker Performance Analyst Analyst, Data Intelligence Procurement and Purchasing Specialist Program Management Coordinator Systems Administrator Disclosure Coordinator	9	73,483	77,700	81,946	86,192	90,437	94,657
Access Facilitator Family Activities Facilitator Child and Youth Worker - Flex Child and Youth Worker- Youth Success Child & Youth Support Worker, DEI Youth Success Program Coordinator Emergency Receiving Worker Family Placement Support Worker Financial Accountant System Support and Security Analyst Part X Coordinator Unauthorized Child Protection Worker	10	67,750	71,397	75,020	78,639	82,260	85,905
Information Management Coordinator Volunteer Coordinator Volunteer Drive Coordinator Payroll Analyst DEI Project Coordinator Communications Coordinator	11	62,540	65,459	68,350	71,268	74,160	77,076

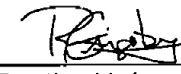
CIC Data Foster Pay Coordinator Data Technician System Support Technician Legal Administrative Assistant Legal & Disclosure Admin Assistant Legal and Information Management Admin Assistant — Flex Privacy & Disclosure Associate Communications & Service Relations Assistant Access Support Facilitator Case Aid Worker	12	57,384	60,093	62,829	65,536	68,246	70,982
CYW Residential School Program	12S						
CPIN Administrator Information Management Technician Service Administrator - Flex Accounts Payable Clerk Youth Success Champion Procurement Associate	13	53,033	55,586	58,166	60,717	63,296	65,877
Volunteer Drive Dispatcher	14	48,631	50,663	52,747	54,831	56,915	58,998
Receptionist	15	44,984	46,807	48,631	50,454	52,280	54,077


**April 1, 2025**

<b>Positions</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Immigration Specialist Quality Improvement Consultant	7	81,110	85,944	90,778	95,612	100,443	105,277
Programmer Analyst Training and Event Coordinator Specialist, Client Service and Support Specialist, Business Information and Support	8	77,215	81,700	86,185	90,695	95,156	99,669
Child Protection Worker Family Placement Worker (Adoption) Community Engagement Worker Child & Youth Support Worker – OPR-flex Independence Worker Permanency Worker Kinship Worker Infant Care Consultant O.P.R. Resource Worker Youth Court Worker Performance Analyst Analyst, Data Intelligence Procurement and Purchasing Specialist Program Management Coordinator Systems Administrator Disclosure Coordinator	9	75,320	79,643	83,995	88,347	92,698	97,023
Access Facilitator Family Activities Facilitator Child and Youth Worker - Flex Child and Youth Worker- Youth Success Child & Youth Support Worker, DEI Youth Success Program Coordinator Emergency Receiving Worker Family Placement Support Worker Financial Accountant System Support and Security Analyst Part X Coordinator Unauthorized Child Protection Worker	10	69,444	73,182	76,896	80,605	84,317	88,053
Information Management Coordinator Volunteer Coordinator Volunteer Drive Coordinator Payroll Analyst DEI Project Coordinator Communications Coordinator	11	64,104	67,095	70,059	73,050	76,014	79,003

CIC Data Foster Pay Coordinator Data Technician System Support Technician Legal Administrative Assistant Legal & Disclosure Admin Assistant Legal and Information Management Admin Assistant — Flex Privacy & Disclosure Associate Communications & Service Relations Assistant Access Support Facilitator Case Aid Worker	12	58,819	61,595	64,400	67,174	69,952	72,757
CYW Residential School Program	12S						
CPIN Administrator Information Management Technician Service Administrator - Flex Accounts Payable Clerk Youth Success Champion Procurement Associate	13	54,359	56,976	59,620	62,235	64,878	67,524
Volunteer Drive Dispatcher	14	49,847	51,930	54,066	56,202	58,338	60,473
Receptionist	15	46,109	47,977	49,847	51,715	53,587	55,429

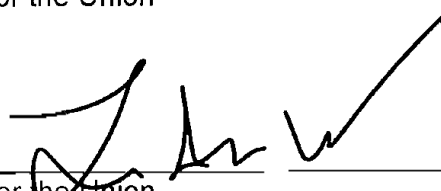
  
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For the Union

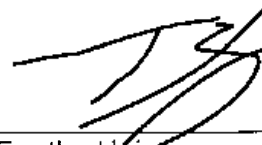
  
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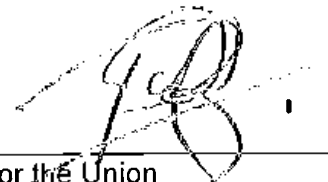
  
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For the Union

DATED at Mississauga, Ontario, this 13<sup>th</sup> day of October, 2023

**Letter of Understanding #1****Between****Peel Children Aid Society****And****Canadian Union of Public Employees Local 4914****Letter #1****Re: APPLICATION BUMPING RIGHTS- ARTICLE 12.03**

The parties agree that due to the nature and importance of the work performed within PCAS that for the purposes of bumping as set out in Article 12.03, employees wishing to bump must meet the educational and experience criteria as set out by the Employer. Qualifications include related degree or diploma from a recognized post-secondary educational institution and related experience within the specific job classification. At the discretion of the Employer, employees without a related degree or diploma from a recognized post-secondary institution with previous related experience will be given consideration.

The Parties also agree that due to the nature of their employment relationship with the Employer, Emergency After Hours Workers will not be permitted to bump employees in non-Emergency After Hours positions.

**Letter of Understanding # 2**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local 4914**  
**Letter #2**                      **Re: WORKLOAD**

**PART I - Responsibilities**

1. The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth of every employee within the fiscal realities faced by the Employer. The Employer recognizes that the issue of workload is of concern to their employees. As well, both parties recognize the Employer's responsibility to provide services in accordance with the Child and Family Services Act and Ministry Standards. It is also the responsibility of the Employer to manage the resources allocated to it by the Ministry of Children of Youth Services and to establish and maintain an effective infrastructure to facilitate the employee's achievement of said standards.
2. The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable distribution of workload. The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. The methods may include, but are not limited to the following:
  - a. Conduct Employer-wide reviews on a periodic basis, sharing the results with the Union and staff;
  - b. Ensure regular ongoing supervision;
  - c. Endeavour to afford employees, leaving the Employer or transferring positions, reasonable opportunity to complete documentation requirements prior to their last day of work;
  - d. Prior to retirement and/or planned leave, the Supervisor shall meet with the employee to establish a plan for the employee to complete and/or transfer files;
  - e. Assigning cases based on equitable distribution of the workload, the needs of the Employer, individual skill level and experience, current workload and anticipated workload fluctuations. This may involve any or all of the following factors:
    - i. Number of cases before the court
    - ii. Number of designated high risk cases
    - iii. Number of supervised access visits
    - iv. Leaves of absence, vacation and illness
    - v. Department/Team Coverage
    - vi. The needs and resources of the Employer
    - vii. Committee work expectations including work pursuant to the Collective Agreement

- viii. Number of high profile/complex files
  - ix. Training
3. The Employer will make reasonable efforts to keep the case loads within the target ranges listed below taking into consideration the above criteria.

Advise & Assessment	8-13 new investigations per month; with no more than 14 new cases assigned per month. No more than 4 new cases assigned per week.
Parent & Child Capacity Building Team	16-19 cases per month
Infant Care Consultant	17-20 cases
Kinship Service	17-20 provider files; 17-28 children files
Permanency Family and Child In Care Worker	16-19 cases
Child In Care Placement Worker	24-31 cases
CYW Support Worker	12-14 cases
Kin Care Worker	24-31 cases
Independence Worker in Youth Success – 16+ Team Worker	16-19 cases

For Flex Team Workers, those covering a specific department or service team will have the same caseload target range as the department or team they are covering.

Workload will be a standing agenda item in supervision, initiated and documented by the Supervisor.

The Employer and the Union recognize that from time to time bargaining unit employees will be requested and expected to provide coverage for the work of other bargaining unit employees. In circumstances, where temporary coverage of work is required up to six (6) weeks it will not be designated as a permanent case/work assignment and will not be included in the ranges specified above. Coverage of work, along with the other considerations listed in section 2 (e) will be considered as a factor in the assignment of additional cases / work assignments.

The number does not include cases slated for closure or transfer beyond 30 days after having been identified as such by the Supervisor.

It is further understood and agreed that employees cannot refuse to accept a case or assignment based on workload unless it is a refusal under the Health and Safety Act.

## **PART II – Assessment of Employee Workload**

In the event an employee's case load exceeds the upper limit of the case load range (as specified above), or where an employee identifies that his or her workload is becoming unmanageable and requests a workload assessment, a workload assessment will be initiated by the Supervisor within seven (7) calendar days. The parties will document that a workload assessment has occurred. The

fact that an employee has requested a workload assessment will not be considered a negative reflection on their performance.

A Work Load Assessment will include:

1. Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's caseload numbers will exceed the caseload ranges specified above.
2. Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's workload will become unreasonable.
3. Identify a step-by-step plan to complete the assessment process and the outcome to resolve the workload issue which may include, but is not limited to:
  - a. Redirecting cases
  - b. Protecting recording time
  - c. Additional training to support skill development
  - d. Development of a workload management plan
  - e. Addressing factors found in Part 1 (2e)
  - f. Other remedies, as appropriate

If during the workload assessment, issues with respect to the management of the employee's caseload are raised and can not be resolved to the employee's and/or Supervisor's satisfaction, the Supervisor will involve the applicable Senior Service Manager to explore alternatives toward the resolution of the identified issues, The Senior Service Manager will provide a written response to the employee within ten (10) working days of the meeting.

Failing resolution of the issues identified under Part I, the Union shall have the right to refer the matter to the Labour Management Committee.

New case-carrying supervisors will be provided with training on the contents of Workload LOU #3 and any Joint Workload Best Practices Guidelines.

**Note:**

The contents of this letter shall not be a difference between the parties and shall not be the subject of a grievance or arbitration except where specific undertakings are provided to an individual employee and the Employer fails to implement the specific terms of that undertaking the employee may grieve the non-compliance.

**Letter of Understanding # 3**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local 4914**  
**Letter # 3            Re: DIVERSITY COUNCIL**

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within Peel Region.

The Employer agrees to include two (2) representatives designated by the Union on the current Diversity Council.

**Letter of Understanding #4  
Between**

**Peel Children's Aid Society**

**And**

**Canadian Union of Public Employees Local 4914**

**Letter #4 RE: Child & Youth Worker – Casual/Relief Family Support Services**

1. Since April 1, 2019, Child & Youth Workers – Casual/Relief Family Support Services (formerly Access Support Program Casual Workers) have been included in the bargaining unit. Child & Youth Workers – Casual/Relief Family Support Services will not be entitled to make any claim or bring any grievance with respect to events occurring or matters arising prior to April 1, 2019.
2. Effective April 1, 2019, Child & Youth Workers – Casual/Relief Family Support Services' rate of pay is deemed to be \$18.65 per hour, less required deductions. The negotiated wage adjustments applied to Schedule "A" will be applied to the Child & Youth Workers – Casual/Relief Family Support Services' pay rate as well.
3. The following provisions of the Collective Agreement will not apply to Child & Youth Workers – Casual/Relief Family Support Services: Seniority, Lay-Off and Recall, Job Posting, Leave of Absence, Hours of Work, Compensatory/Overtime, Paid Holidays, Vacations, Sick Leave, Payment of Wages and Allowances and Benefits.
4. The following Letters of Understanding will not apply to Child & Youth Workers – Casual/Relief Family Support Services:
  - Letter of Understanding #1 - Application of Bumping Rights – Article 12.03
  - Letter of Understanding #3 – Workload
  - Letter of Understanding #6 – Volunteer Dispatcher On Call Pay
  - Letter of Understanding #12 – Information Technology Staff On-Call PayLetter of Intent #1 (Policies) also will not apply to Child & Youth Workers – Casual/Relief Family Support Services.
5. The Employer will begin deducting Union dues from the pay of Child & Youth Workers – Casual/Relief Family Support Services and remitting those dues to the Union commencing the first pay period after April 1, 2019.

6. Child & Youth Workers – Casual/Relief Family Support Services will provide the Employer with their availability for work and will be responsible for updating their availability should it change.
7. A Child & Youth Worker – Casual/Relief Family Support Services has the right to accept or decline an offer of work each time they/them/their is called except that refusal to accept three (3) consecutive offers of work within they/them/their stated availability shall result in such employee's name being removed from the Casual list for the department and the employee will be deemed to have resigned.
8. Child & Youth Workers – Casual/Relief Family Support Services shall receive pay for public holidays in accordance with the *Employment Standards Act*.
9. The Employer will comply with the Three Hour Rule in the *Employment Standards Act*, if applicable.
10. Child & Youth Workers – Casual/Relief Family Support Services shall receive vacation pay in accordance with the *Employment Standards Act*.
11. Child & Youth Workers – Casual/Relief Family Support Services shall be on probation for the first three hundred and sixty-four (364) hours of their active work.
12. Where a Child & Youth Worker – Casual/Relief Family Support Services receives an appointment to a regular full-time or part-time position the employee will be on probation in the new position for a period of six (6) months of active work for full-time employees or nine hundred ten (910) hours of active work for part-time employees from the effective date of appointment.

**Letter of Understanding # 5**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local 4914**  
**LETTER #5 VOLUNTEER DISPATCHER ON CALL PAY**

The parties agree that the volunteer dispatcher will provide weekend support on a rotating basis and the following terms and conditions will apply:

1. The volunteer drive dispatcher is required to be on call on a rotating basis.
2. The on call services require that the agency provided mobile phone be turned on and answered during the following hours:
  - Friday – 5:00 p.m. – 9:00 p.m.
  - Saturday – 9:00 a.m. – 8:00 p.m.
  - Sunday – 9:00 a.m. – 8:00 p.m.
  - Statutory Holidays – 9:00 a.m. – 8:00 p.m.
3. The volunteer dispatcher will be paid an on call pay of \$250.00 for on call services provided according to the hours above for Friday, Saturday and Sunday, inclusive.
4. The volunteer dispatcher will be paid an on call pay of \$100.00 for on call services provided according to the hours above for statutory holidays.
5. To ensure service continuity and avoid additional incurred costs, the volunteer dispatcher is required to remain within 50 km of Peel Region during the hours above, while on call.

**Letter of Understanding # 6**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**  
**Letter # 6**                    **Re: PROVINCIAL DISCUSSION TABLE & SUB**  
**COMMITTEES**

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSUE, CEP, Simcoe 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 – Workers 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 of the parties.

**Letter of Understanding # 7**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**  
**LETTER # 7      Re: BENEFITS SAVINGS**

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe 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 saving 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.

**Letter of Understanding # 8****Between****Peel Children Aid Society****And****Canadian Union of Public Employees Local****LETTER #8 Re: SUPERIOR BENEFITS re: PROVINCIAL DISCUSSION  
TABLE (PDT) PROCESS**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4<sup>th</sup>, 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 April 1, 2012 – March 31, 2016 collective agreement.

This letter of understanding does not form part of the collective agreement and shall not be the subject matter of a local collective agreement grievance or arbitration. This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew at the expiry of the April 1, 2016 – March 31, 2019 collective agreement except by express agreement of the parties.

**Letter of Understanding # 9****Between****Peel Children Aid Society****And****Canadian Union of Public Employees Local****LETTER #9 Re: PROCESS OF PDT REFERRAL TO LOCAL TABLES  
AND DISPUTE**

- a) The Employers Group shall forward a copy of this agreement to the Executive Directors 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 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 the Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- 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 dispute.
- 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 a dispute does not arise under the 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 reach 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 40 of the Ontario Labour Relations Act. The arbitrator will not have the authority to, modify or delete any part of this Consensus Agreement.
- f) 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.

**Letter of Understanding # 10**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**

**LETTER #10 INFORMATION TECHNOLOGY STAFF ON-CALL PAY**

The parties agree that the information technology staff will provide weekend support on a rotating basis to Emergency Afterhours Staff.

1. The Information Technology staff, as identified by the IT Manager, is required to be on call on a rotating basis.
2. Staff will be approached on an annual basis regarding whether they would like to participate in the on call program.
3. Should there be a shortage of staff wanting to participate in the on-call program, participation will be on a rotational basis in reverse order of seniority.
4. The on call services require that the agency provided this support during the following hours:
  - Saturday – 10 a.m. -1 p.m.
  - Sunday – 4 p.m. -7 p.m.
  - Statutory Holidays – 4 p.m. -7 p.m.
5. The IT technology staff will be paid an on call pay of \$133.32 for on call services provided according to the hours above for Saturday and Sunday, inclusive.
6. The IT technology staff will be paid an on call pay of \$81.81 for on call services provided according to the hours above for statutory holidays.
7. When the Employer deems internet connection to be required for the employee's job, and as per the request of their direct supervisor, IT Technology staff will be provided with an agency purchased cell phone for work-related purposes which will allow tethering to the internet. The device and a cell phone plan will be provided at the cost of the Employer. Staff who exceed the plan limit will have the additional cost deducted from their pay. The Employer will not monitor personal usage of the cell phone.

**Letter of Understanding # 11**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**

**LETTER #11 WORKER SAFETY**

The parties accept that the findings of the 2014 report on worker safety in Ontario CASs are a reflection of the safety concerns of CAS workers in Ontario. When the OACAS releases their recommendations, the agency's joint and health safety committee will discuss the feasibility of implementing those recommendations and then make recommendations to senior management.

**Letter of Understanding # 12**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**

**LETTER #12 WORKLOAD COMMITTEE**

The Employer and the Union agree that, following the ratification of the renewal Collective Agreement with term commencing on April 1, 2023, the committee will meet to:

1. discuss and consider ways to ensure that the workload of all bargaining unit positions is considered;
2. discuss and consider next steps for the continued creation of Joint Workload Best Practice Guidelines for bargaining unit positions; and
3. discuss, consider and recommend to Senior Management a tool for use in performing workload assessments.

**Letter of Understanding # 13**  
**Between**  
**Peel Children Aid Society**  
**And**  
**Canadian Union of Public Employees Local**

**LETTER #13      PERSONAL WELLNESS SPENDING ACCOUNT**  
**(PWSA)**

1. The Employer and Union recognize that the current Workplace Wellness Strategy incorporates a more holistic approach to Wellness to meet with diverse needs of our staff. A Personal Wellness Savings Account (PWSA) is a spending account funded by Peel CAS that employees can use to pay for a range of items not covered by a group benefit plan, provincial health plan or health care spending account. The PWSA is being implemented by the Employer to expand the type and number of Wellness services/options available to staff to meet their diverse needs.
2. The Employer and Union agree that effective April 1, 2020 full time and part time permanent Union staff will have the option of allocating 30% of their HCSA to a PWSA. If staff choose not to allocate any funds to the PWSA it will remain in their HCSA.
3. The PWSA is a taxable benefit therefore the employee pays taxes on the benefits they receive. This will be included on their annual T4 statement.
4. There is no two-year rollover as there is for the HCSA, so the employee will lose any unused amounts of the PWSA within one year.
5. The employee will have the option annually by March 1<sup>st</sup> to either enroll or de-enroll in the program. Employees cannot make any changes or alter their decision at any time during the fiscal year once the election has been made.
6. The Employer and Union agree to encourage employees to contact GreenShield prior to incurring any expenditures if they are uncertain as to whether the claim will be approved.
7. This Letter of Understanding does not form part of the collective agreement and therefore differences in relation to it or the administration of the PWSA are not grievances and the grievance and arbitration provisions of the collective agreement do not apply to those disputes. The Employer and Union agree to work together to resolve any issues that arise out of the administration of the PWSA.

**Letter of Understanding #14  
Between**

**Peel Children's Aid Society**

**And**

**Canadian Union of Public Employees Local 4914**

**Letter #14 RE: TRAILBLAZERS CASUAL WORKERS**

1. The Employer and the Union agreed that, effective April 1, 2023 of the renewal Collective Agreement, Trailblazer Casual Workers will be included in the bargaining unit. Trailblazer Casual Workers will not be entitled to make any claim or bring any grievance with respect to events occurring or matters arising prior to April 1, 2023.
2. Effective April 1, 2023, Trailblazer Casual Workers' rate of pay is deemed to be \$18.65 per hour, less required deductions. The negotiated wage adjustments applied to Schedule "A" will be applied to the Trailblazer Casual Workers' pay rate as well.
3. The following provisions of the Collective Agreement will not apply to Trailblazer Casual Workers: Seniority, Lay-Off and Recall, Job Posting, Leave of Absence, Hours of Work, Compensatory/Overtime, Paid Holidays, Vacations, Sick Leave, Payment of Wages and Allowances and Benefits.
4. The following Letters of Understanding will not apply to Child & Youth Workers – Casual/Relief Family Support Services:
  - Letter of Understanding #1 - Application of Bumping Rights – Article 12.03
  - Letter of Understanding #3 – Workload
  - Letter of Understanding #6 – Volunteer Dispatcher On Call Pay
  - Letter of Understanding #12 – Information Technology Staff On-Call PayLetter of Intent #1 (Policies) also will not apply to Trailblazer Casual Workers.
5. The Employer will begin deducting Union dues from the pay of Trailblazer Casual Workers and remitting those dues to the Union commencing the first pay period after April 1, 2023.
6. Trailblazer Casual Workers will provide the Employer with their availability for work and will be responsible for updating their availability should it change.
7. A Trailblazer Casual Worker has the right to accept or decline an offer of work each time they/them/their is called except that refusal to accept three (3) consecutive offers of work within they/them/their stated availability shall result in such employee's name being

removed from the Casual list for the department and the employee will be deemed to have resigned.

8. Trailblazer Casual Workers shall receive pay for public holidays in accordance with the *Employment Standards Act*.
9. The Employer will comply with the Three Hour Rule in the *Employment Standards Act*, if applicable.
10. Trailblazer Casual Workers shall receive vacation pay in accordance with the *Employment Standards Act*.
11. Trailblazer Casual Workers shall be on probation for the first three hundred and sixty-four (364) hours of their active work.
12. Where a Trailblazer Casual Worker receives an appointment to a regular full-time or part-time position the employee will be on probation in the new position for a period of six (6) months of active work for full-time employees or nine hundred ten (910) hours of active work for part-time employees from the effective date of appointment.

**Letter of Understanding #15**  
**Between**  
**Peel Children's Aid Society**  
**And**  
**Canadian Union of Public Employees Local 4914**  
**Letter #15 RE: FLEXIBLE WORK POLICY**

The parties agree that flexible work arrangements can be beneficial for both staff and the Employer. The Employer intends to maintain a Flexible Work Policy for the duration of the term of the April 1, 2023 – March 31, 2026 Collective Agreement which includes (but is not limited to) the following features:

No flexible plan will be cancelled or substantially altered by the Employer with less than four (4) weeks' notice, except when the Employer determines that client service; agency structure, operations, or culture; or changes to any of the foregoing require a shorter notice period. During any such notice period the employee and the Union will have the opportunity to present the Employer with their views and recommendations with respect to the cancellation or alteration of the plan. Whether to continue to offer flexible work to staff, the eligibility of particular positions for flexible work arrangements, and the approval of an employee for new, continued or altered flexible work arrangements will continue to be determined by the Employer, and is subject to change, in the Employer's sole discretion. In no case will flexible work be permitted or maintained if it would have an adverse effect on client service, agency operations or culture, or if it is inconsistent with the Employer's preferred structure or arrangements for the performance of work (including but not limited to the use of office space and the location(s) from which work is to be performed). All flexible work arrangements and the Employer's policy governing them are subject to applicable legal obligations and government directions or guidelines.

**Letter of Intent # 1**

**Between**

**Peel Children Aid Society**

**And**

**Canadian Union of Public Employees Local**

**LOI # 1**

**Re: POLICIES**

1. During the term of the Collective Agreement employees may request a Leave of Absence for the purpose of upgrading their education. The terms of the Tuition Assistance Policy in effect at the time of the request will apply.
2. During the term of the Collective Agreement employees may request a Self Funded Leave under the terms of the Self Funded Leave Policy in effect at the time of the request.
3. The application of these policies shall not be the subject of a grievance.

**APPENDIX “A” HUMAN RESOURCE ADJUSTMENT PLAN (HRAP)**

The framework Human Resources Adjustment Plan (HRAP) Appendix “A”, and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.

HRAPs are intended to minimize adverse impacts during those integrations.

**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 affect 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-two (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

#### **ARTICLE 8 – TERMS OF EMPLOYMENT**

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

issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on 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.