

COLLECTIVE AGREEMENT

between



DURHAM
Children's Aid Society

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES,
& its LOCAL 3223**



April 1, 2022 – March 31, 2026

2022

NEGOTIATING COMMITTEES

LOCAL 3223

Kim Jefferson
Maureen Kavanagh
Tabitha Mercer
Todd Rimmington
Tyler Corvers
Joanne Smithers (CUPE National Rep)

DURHAM C.A.S.

Andy Ip
Kevin Anderson
Odelia Francis
Pamela Williams
Terri Hedley

Executive Director: Steve Woodman

Local 3223 President: Michelle English

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

- (a) To promote co-operation and harmony between, the Employer, the 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 recognize the mutual value of joint discussions and provide a channel through which information and problems may be communicated from one to the other.
- (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 the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Society and the direction of the working force 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, provided that they are consistent with the provisions of this Collective Agreement to:

- (a) maintain order and efficiency; to create new positions, declare positions redundant as well as to keep a position vacant as per Article 15.03. The Employer shall meet with the Union as applicable to discuss the effect of such reduction on the level of service and staffing.
- (b) select and direct all employees, including the right to hire, suspend, transfer, classify, promote, demote, lay off, recall, scheduling and assignment of work, and to discipline or discharge non-probationary employees for just cause.
- (c) make, enforce and alter from time to time reasonable rules and practices to be observed by the employees, provided that when new rules are enacted, they are not inconsistent with the express provisions of this Collective Agreement and the Child, Youth & Family Services Act.
- (d) Determine the nature and kind of services provided by the Employer, the kinds and locations of the Society, equipment and materials to be used, the methods and techniques of work, the contents of jobs, the assignment of caseloads, and other work, working hours, the number of classification of employees to be employed, and training programs.

2.02 The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, the employer therefore retaining all rights not otherwise specifically and expressly covered in this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3223 as the sole and exclusive collective bargaining agent for all of its employees in the Region of Durham save and except Supervisors, persons above the rank of Supervisor, Secretaries/Assistants to the Department/Branch Manager, Lawyers/Legal Counsel, Payroll Officers, Executive Assistants, Accountants, Assistants to the Director, students on placement, and students employed during the school vacation period.

3.02 Work of the Bargaining Unit

The Society agrees that work done by employees excluded from the bargaining unit, students, volunteers or workfare participants shall not result in the layoff of bargaining unit positions.

3.03 Right of Fair Representation

The Union shall have the right after obtaining authorization from the Employer, which authorization shall not be unreasonably withheld, at any time to have the assistance of representatives of the Canadian Union of Public Employees, otherwise known as CUPE, or any other advisors when meeting with the Employer.

3.04 Union Officers and Committee Members

The Union acknowledges that members of the Union Committees have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first receiving permission from their immediate supervisor, which shall not be unreasonably withheld. The privilege of all such members of the Union Committees to leave their work without loss of regularly schedule straight time pay for the purpose of meeting with the Employer shall be granted on the following conditions:

- (i) Time shall be devoted to the prompt handling of business between the employees and the Union and Employer.
- (ii) Time away from work shall be reported in accordance with the time-keeping methods of the Employer.
- (iii) The Employer reserves the right to limit such time and such time shall not be unreasonably limited.

3.05 The Union and its members will not engage in Union activities during working hours or hold meetings on Society premises except when meeting with and/or as authorized by the Employer. The Employer and the Local recognize that any bargaining unit employee is able to utilize their paid breaks to make contact with a union representative as needed in order to address items in a timely manner and promote the mutual working relationship between the parties.

3.06 For the purposes of the Collective Agreement, a "day" shall be defined as a working day and shall exclude Saturdays, Sundays, paid holidays, statutory days and regularly scheduled days off unless otherwise specified in a specific article of the Collective Agreement.

3.07 No Strikes or Lockouts:

The Union agrees that there shall be no strikes so long as this Agreement continues to operate, and the Society agrees that there shall be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the Labour Relations Act.

ARTICLE 4 - DEFINITION OF EMPLOYEE

4.01 Employee

Where used in this agreement, the term "employee" shall mean a person employed in a regular full-time or regular part-time position. The terms "employee" and "regular employee" shall have the same meaning. The Employer agrees that the Union represents probationary employees as their bargaining agent pursuant to this Collective Agreement.

4.02 (a) Regular Full-Time Employees

A regular full-time employee is an employee who regularly works twenty-four (24) hours or more per week.

(b) Regular Part-Time Employees

A regular part-time employee is an employee who regularly works less than twenty-four (24) hours per week.

4.03 For the purposes of this Collective Agreement "active work" means being at work and performing the duties and responsibilities of the position held, which shall include any Employer approved training. Any absence less than thirty (30) consecutive working days, whether paid or unpaid, shall not be considered an interruption in active work.

4.04 Temporary Employees

(a) A temporary employee is a person who is hired either:

(i) to replace an employee who is absent from work and such employment shall be terminated upon conclusion of the situation which created the need for the replacement; or

(ii) for specific tasks which existing employees are unable or unavailable to perform with a definite start date and an estimated date of completion. Such dates shall be conveyed to the employee and the Union upon the hiring of the temporary employee.

(b) A full-time temporary employee, other than when filling a vacancy created through a pregnancy and/or parental leave, shall not work in excess of twelve (12) continuous months without the express written consent of the Union unless this is a result of applying for a different job posting. Such request will not be unreasonably denied.

(c) Except when filling a vacancy created through a pregnancy and/or parental leave, a part-time temporary employee shall not work in excess of 1761 continuous hours without the express written consent of the Union. Such request will not be unreasonably denied.

- (d) Once a temporary employee has worked twelve (12) consecutive months or longer for full-time (and 1761 hours or longer for part-time) without a break in service of greater than thirty (30) days, they shall be granted seniority. Seniority shall commence from the date of hire of the continuous employment. For the purpose of this Article, a break in employment of thirty (30) days or less will not constitute a break in continuous service.
- (e) Where a full or part time temporary employee is filling a vacancy created through a pregnancy and/or parental leave, or a vacancy created by a medical leave, the temporary employee may work up to the conclusion of the individual's leave he or she is replacing, but not longer than twenty-four (24) consecutive months without the written consent of the Union. Such request will not be unreasonably denied.
- (f) Temporary employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles: Seniority, Promotion and Staff Changes, Layoff and Recall, Paid Holidays, Vacation, Medical Leave, Leave of Absence, Benefit Plan, Pension and Retirement, for positions of six (6) months or less, Article 25.
- (g) Temporary employees are entitled to receive pay for the holidays listed in Article 19 providing they are eligible or qualified for such pay as set out in the Employment Standards Act. Temporary employees are entitled to float days after three (3) months of service and on a prorated basis.
- (h) Temporary employees shall receive vacation pay in accordance with the *Employment Standards Act*. Temporary employees shall receive an extra week of vacation at the beginning of year five (5) of service.
- (i) All full-time temporary employees shall be on probation for the first six (6) months of their active work.
- (j) All part-time temporary employees shall be on probation for the first 880 hours of their active work. The probationary period shall at no time exceed twelve (12) months in duration.
- (k) Notwithstanding (i) and (j), where a new temporary employee is hired on a full or part-time basis, into a position that is designated as a child protection worker under the Child and Family Services Act and is required to, and participates in the Ontario Child Protection Training Program training to become authorized as a child protection worker, their probationary period shall be:
 - (i) For full-time employees for a period of nine (9) months of active work from the date the employee has been authorized as a child protection worker by the Society. At no time shall the total probation period be greater than twelve (12) months of active work from the date of hire, unless extended by mutual agreement, by the Society and the Union.

- (ii) For part-time employees for a period of 1215 hours of active work from the date the employee has been authorized as a child protection worker by the Society. At no time shall the total probation period be greater than 1620 hours of active work from the date of hire unless extended by mutual agreement, by the Society and the Union. The total probationary time shall at no time exceed eighteen (18) months.
- (l) During the probationary period the employee shall be entitled to all rights and benefits of this Collective Agreement except as set out in Article 4.04 (f). The Employer has the right to release any employee at any time during such probationary period at its sole discretion.
- (m) Where a temporary employee receives an appointment to a regular full or part-time position, which is the same as the position of the temporary employment, and there is no break in continuity of service and the full probationary period as set out in this article has not been completed, the employee will be on probation in the new position for a period of 3 months of active work for full-time employees or 440 hours of active work for part-time employees, or the remainder of the probationary period, whichever is greater. The total probationary time in the new position shall at no time exceed twelve (12) months.
- (n) Where a temporary employee receives an appointment to a regular full-time or part-time position, at any time, and the appointment is to a position which is not the same as the position to which the employee is incumbent, 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 880 hours of active work for part-time employees from the effective date of appointment. The total probationary time in the new position shall at no time exceed twelve (12) months.
- (o) Temporary employees, who have achieved seniority as outlined in (d) above may apply for job postings as set out in Article 15 as internal applicants. For those temporary employees who have not achieved seniority as outlined in (d) above may apply for job postings and, if no regular employees are successful, temporary employees who have applied will be processed as outlined in Article 15.
- (p) Regular part-time and temporary employees shall receive the sum of eight (8%) percent in lieu of benefits (Dental Plan, Extended Health Care, L.T.D. and Group Life) after three (3) months of employment (on all hours worked up to a maximum of 33.75 hours per week.) This amount will be applied no later than the first pay period in August, 2008.
- (q) All temporary employees are entitled to one and one-half (1-1/2 days of pro-rated sick leave for each month worked accumulated up to a maximum of twelve (12) days annually. Should the employee continue in a temporary capacity beyond one (1) year they would continue to accumulate one and one-half (1 ½) days per month. Should a temporary employee be rehired by the Society in a temporary capacity within a one-month period their accumulated sick days shall be reinstated. No recognition will be given for any unused sick leave credits at the end of the temporary service.

- (r) Where a temporary employee who has seniority as identified in (d) above and receives an appointment to a regular full or part-time position, they shall be entitled to bring their seniority with them to the new position.
- (s) Where a temporary employee who does not have seniority as identified in (d) above and receives an appointment to a regular full or part-time position, and there is no break in continuous service, then upon successful completion of probation seniority shall be credited with one (1) month's seniority for each three (3) month period they worked as a temporary employee.

4.05 After Hours Workers

After Hours Workers are persons employed to remain on call and make themselves available on an "as needed" basis to handle situations outside of normal business hours. An After Hours Worker cannot be a person currently employed in a full-time capacity with the Society, with exceptions as outlined in Schedule B. After Hours Workers are entitled only to those benefits and subject to those regulations and wages, as in accordance with Schedule "B".

ARTICLE 5 - NO DISCRIMINATION UNDER HUMAN RIGHTS CODE OR IN UNION ACTIVITY

- 5.01** The Employer and the Union are committed to provide a harassment free workplace in accordance with the *Human Rights Code* and the prohibited grounds identified in the Code, including sexual harassment. The workplace harassment policy will be posted in the workplace.
- 5.02** The Employer agrees that it will not discriminate against an employee for their activity or non-activity in the Union.
- 5.03** Any step of the grievance procedure filed under this article may be omitted if the person the employee is reporting to is the person identified as the harasser.
- 5.04** The Society and the Union recognize that the most satisfactory and enduring personnel relations can be obtained through consultation and co-operation emphasizing and committing to respect for the individuality, dignity, worth and rights of each individual.
- 5.05** The Society and the Union jointly agree that every employee is entitled to a respectful workplace and an environment free from any harassment as defined by the Human Rights Code. The Society and the Union will take every reasonable action to eliminate such behavior.

Bullying/Personal Harassment is any unwelcome, inappropriate act, remark, behaviour and/or sanction that garners a negative atmosphere for all individuals against whom it is perpetrated in the workplace. Bullying/Personal Harassment includes, but is not limited to, any act, remark, behaviour and/or sanction that is demeaning, offensive, intimidating, humiliating, embarrassing and/or hurtful to any individual or group. Bullying/Personal Harassment includes-however- is not limited to a pattern of insulting remarks, sanctions, behaviours and/or actions regarding intelligence, competence, physical appearance or other characteristics of a person or group. These behaviours, actions, remarks or

sanctions create a negative, poisoned environment in the workplace and will not be tolerated and/or condoned by the Society, the Union and/or its bargaining unit members. Therefore, the Society and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that, through actions or words, serves to isolate, alienate or demean any other employee.

The Society and Union will take every reasonable action to eliminate such behaviour.

The appropriate exercise of management functions and rights shall not give rise to a complaint under this article. Nor does this article guarantee a work environment free of disagreements or disputes or prohibit discussion of concerns with work-related issues.

Should an employee believe that they are a victim of bullying or personal harassment they should seek to resolve the issue in the following manner:

- Step 1:** If possible, identify to the person who is bullying or harassing and ask for the behaviour to stop.
- Step 2:** Report the bullying/personal harassment incidents(s) to Union and/or Supervisor with a request to have it stopped.
- Step 3:** Follow the procedures outlined in the Society's Harassment policy.
- Step 4:** If still unresolved, proceed to the grievance procedure as outlined in Article # 11, 12 of the Collective Agreement.

All incidents of bullying/personal harassment shall be reported to the JHSC with the omission of identifying information.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF DUES

6.01 Union Security

All employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership in the Union for the duration of this agreement.

6.02 As a condition of employment, new employees that comply with Article 3.01 shall join the Union.

6.03 Check-Off

Effective from the start of the first pay period in the month following the date of signature of this agreement, the Employer agrees to deduct, each month from each employee covered by this agreement, an amount equivalent to the regular monthly dues of the Union and to remit the amount so deducted to the National Secretary-Treasurer of the Union not later than the fifteenth day of the month following accompanied by a list of the names, classification and hours of work of all employees from whose wages the deductions have been made. Deductions will be made from the pay of probationary employees. The classification need not be repeated each month.

6.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union member in the previous year.

- 6.05** In consideration of the deducting and forwarding of union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability arising out or resulting from the operation of this Article.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to inform potential employees with the fact that a union agreement is in effect, and, provide access to the current Collective Agreement.

- 7.02** (a) The Society shall provide the President and Secretary of the Local with a list of each bargaining unit member's complete address, telephone number and date of hire every three (3) months.
- (b) The Employer shall also provide new employees with a copy of the current Collective Agreement. The cost of supplying copies of the Collective Agreement to new employees will be shared between the Employer and the Union as per Article 34.01
- (c) A meeting shall be offered to any new bargaining unit employee of the Employer to meet with a Union representative regarding the Collective Agreement. Such time will be paid by the Employer to a maximum of thirty (30) minutes.

ARTICLE 8 - INFORMATION SYSTEMS

8.01 Correspondence

All correspondence between the parties shall pass to and from the Executive Director and their designate and the President of the Local Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Local Union.

- 8.02** The Union shall be permitted to use the Society's inter-office communications systems: including voicemail and electronic mail for the purposes of transmitting correspondence relating to Local business between all bargaining unit members. The Executive Director or their designate must authorize the transmission of such communications and will be given one (1) working day of advance notice including the content of such communication prior to authorizing the use of the systems. Permission for such use will be given within one (1) working day and will not be unreasonably withheld.

- 8.03** The Society agrees to engage in a consultative process with the Union prior to installation of any audio and/or visual monitoring systems and the locations of such within the workplace.

- 8.04** The primary purpose of the Society's key/swipe card audio and/or visual monitoring systems is to protect the safety and well-being of the Society staff, visitors and the premises. The systems are not intended as a mechanism through which to initiate discipline, however, in response to a complaint or a concern may be used as an explorative tool.

- 8.05** There will be one Union Bulletin Board, on each floor, at each Society office location where bargaining unit members are based.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Labour Management Committee

The Employer and the Union shall each name up to four (4) representatives to the Labour/Management Committee which shall meet at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss and problem solve matters of mutual interest and concern to the parties. There will be a minimum of six (6) meetings to a maximum of eight (8) meetings per calendar year unless otherwise mutually agreed to by the parties.

- 9.02** In all meetings between the parties, the Union shall have the right to be assisted by a representative of C.U.P.E. and the Employer shall have the right to be assisted by a consultant or by legal counsel.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

The employer shall not bargain with or enter into any agreement with any employee or group of employees which conflicts with the terms of this Agreement. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee, or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than seven (7) members of the Union. The Union will advise the Employer of the Union members of the Committee; and in return the Employer shall also provide the names of its negotiating committee to the Union. The Union agrees that there shall be no more than one (1) member from any one team on the committee. The parties agree any restructuring will not affect the make-up of the current bargaining committee once official notice of the Union Committee has been given to the Employer, and will remain in effect for the duration of the current round of negotiations. Such notice shall not be given prior to six (6) months before the expiry of the Collective Agreement.

- 10.03** All members of the negotiating committee shall be entitled to the full day off with pay, including benefits and seniority when negotiating with the Employer. Booking union time off for negotiations shall not be unreasonably denied and the employee and their supervisor will be responsible for developing a plan for coverage of the employee's workload when booked off.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for settling of grievances, the Employer recognizes the Grievance Committee and its Union Stewards. The Union President, the Vice President, the grievance chairperson and eight (8) designated employees shall be recognized as Union Stewards. The Steward and Grievance Committee shall assist any employee which the Union represents, in preparing and presenting their written grievance in accordance with the grievance procedure at regularly schedule straight time pay. The grievor(s) and two (2) Union delegates or designates shall be entitled to attend mediation and arbitrations, as outlined in article 12, at regular straight time pay.

11.02 Names of Stewards

The Union will inform the Employer in writing of the names of the stewards and the members of the Grievance Committee and of any subsequent changes in the names of any member of the Grievance Committee. The Employer shall not be asked to recognize any steward or member of the Grievance Committee until such notification from the Union has been received.

11.03 Definition

A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

For the purposes of this article, reference to "days" relating to the grievance or arbitration procedure shall exclude Saturdays, Sundays, paid holidays, statutory days and regularly scheduled days off.

11.04 It is mutually desired by the Employer and the Union that complaints of employees shall be acknowledged and adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate Supervisor an opportunity of acknowledging and resolving their complaint.

Should an employee have a complaint the following process will be followed:

Complaint Stage:

If an employee has a complaint, they may request a meeting with their immediate Supervisor, and advise Supervisor that the meeting is under the grievance procedure, within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The employee may request the assistance of a Union rep. The complaint may be in writing and the supervisor shall give their response, in writing, to a complaint within ten (10) days and failing resolution of the complaint, it may be then taken up as a grievance, at Step 1, within ten (10) days following the immediate supervisor's response.

Grievance Step 1:

The employee, and/or their union rep, may submit the grievance in writing including the remedy sought, and the section of the Collective Agreement allegedly violated to

their Supervisor's manager or designate, who shall meet and deliver their decision in writing within ten (10) days following presentation of the grievance to them. Failing settlement:

Grievance Step 2 Within ten (10) days after the decision in Step 1, the grievor and/or their union rep may submit the grievance in writing to the Executive Director or their designate. A meeting will then be held between the Executive Director or their designate, up to two (2) management representatives, the grievor and two (2) representatives from the Union Grievance Committee. Such a meeting shall be held within ten (10) days of the submission of the grievance at Step 2, unless extended by written agreement of all parties. The decision of the Executive Director or their designate shall be delivered in writing within ten (10) days following the date of such a meeting.

If in the opinion of the Grievance Committee and the employee, the results of Step 2 are not satisfactory, the Grievance Committee may refer the grievance to arbitration within twenty (20) days. In all of the above steps where the grievance relates to a job posting "supervisor" shall mean the supervisor or manager where the vacancy exists.

11.05 (a) Employer Grievances

The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provisions of this Agreement. The grievance shall be filed in writing with the Union by Senior Management within ten (10) days after the circumstances giving rise to the grievance occurred or originated, or ought to have reasonably come to the attention of the employer. A meeting shall be held between representatives of the Employer and the Union within ten (10) days after the filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) days of such meeting. If the grievance, by the Employer, is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set forth in Article 12 within twenty (20) days.

(b) Union Policy Grievance

It is agreed that a policy grievance by the Union relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any questions as to whether a matter should be referred to arbitration, shall be originated under Step 2 within ten (10) days after circumstances giving rise to such grievance occurred or originated, or ought to have reasonably come to the attention of the Union.

(c) Health and Safety Grievance

It is agreed that a health and safety grievance shall be originated under Step 2 within ten (10) days after circumstances giving rise to such grievance occurred or originated, or ought to have reasonably come to the attention of the Union.

(d) The grievance may be referred to mediation at the request of either party and with the consent of both parties. No person acting as a mediator shall be appointed as the Arbitrator for the grievance without the consent of both parties. Costs of the mediator shall be shared by the Union and the Society.

11.06 Group Grievance

Where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance identifying each

employee who is grieving and such written grievance shall be originated under Step 2.

- 11.07** Where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving and such written grievance shall be originated under Step 2. Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether the matter should be referred to arbitration as herein after provided, if no written request for arbitration is received within 20 days after the decision under Step 2 is given the grievance shall be deemed to have been abandoned.
- 11.08** Where no written answer has been given within the time specified unless extended by written agreement of all parties the grievance may be submitted to the next step of the foregoing procedure including arbitration.
- 11.09** Grievance Committee
The Employer will recognize a grievance committee consisting of up to three (3) employees including one chairperson, as representatives. The members of the grievance committee shall be employees who have completed their probationary period with the Employer.
- 11.10** Extensions to the steps of the grievance process will be allowed if agreed upon by the parties.
- 11.11** Any step of the grievance procedure may be waived by mutual agreement, in writing, between the Employer and the Union.
- 11.12** Correspondence to the Union regarding grievances shall be forwarded to the filing union rep and the Grievance Chairperson instead of the Union's Recording Secretary.
- 11.13** Failing settlement under the foregoing procedure of any grievance between the parties may by mutual agreement be referred to mediation within ten (10) days of response at the final step of the grievance procedure (currently step 2). The parties shall equally share the cost of the mediator.

Mediation does not delay a referral to arbitration as outlined in 11.07.

ARTICLE 12 - ARBITRATION

- 12.01** (a) 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 it's 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.
- (b) 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.

12.02 The Decision of the Board or Single Arbitrator

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 term 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 the date of the occurrence of the original complaint or event.

12.03 Expenses of the Board or Single Arbitrator

Each party shall pay:

- (i) The fees and expenses of the nominee it appoints, if appointed.
- (ii) One half of the fees and expenses of the Chairperson or single Arbitrator.

12.04 No person may be appointed as an Arbitrator who has been involved with any attempt to negotiate or settle the grievance.

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

ARTICLE 13 - DISCHARGE, SUSPENSION & DISCIPLINE

13.01 Discharge and Discipline Procedure

An employee who has completed their probationary period may be dismissed or disciplined, but only for just cause. A meeting shall take place between the Employer and the employee. The employee shall be given the grounds for the disciplinary action including dismissal or discharge. The employee shall be notified of their right to have a union representative present at any such meeting. Such employee and the union shall be notified promptly in writing by the Employer of the reason for such discipline or discharge.

13.02 Suspension or Discharge Grievances

An employee, other than a probationary employee, considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. The process under Article 11.04 1. shall be omitted in such cases and any grievance may be filed at Step 1.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

13.04 Unjust Suspension or Discharge

Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee in their former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the Board of Arbitration, as the case may be.

13.05 Right to Have a Union Rep Present

Where a supervisor intends to hold a fact-finding meeting or a disciplinary meeting, the supervisor shall so notify the employee, in advance, of the purpose of this meeting in order that the employee may contact their Union Rep to be present at the meeting. Should there be no Union representative available for the scheduled time of such meeting, the meeting will be rescheduled to the first mutually acceptable time.

13.06 Personnel Records

An employee shall have the right with reasonable notice to have access to review their personnel record in the presence of the Human Resources staff and within the Human Resources Department. Henceforth, no adverse reports, letters or reprimands will be placed on the personnel record of an employee without their knowledge. No evidence from the employee's personnel record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to request copies of any material contained in their personnel record, which copies will be provided within a reasonable period of time by the Employer. An employee shall have the right to include with any record their comments related to that record.

13.07 Any disciplinary action taken against an employee shall not be relied upon by the Employer and shall be removed from the employee's file after eighteen (18) months of active work not including leaves, following such disciplinary action, unless further disciplinary action has been imposed in the eighteen (18) month period. Should an employee be discipline free for fifteen (15) months of active work, they may apply in writing to the Director of Human Resources requesting, with reasons, early removal of the discipline from the file. Such request will not be unreasonably denied. When the letter of discipline is removed, the Employer shall notify the affected employee.

13.08 Where the Employer implements disciplinary action against an employee, such action shall occur within seven (7) working days following the completion of any investigation of the incident. Investigations conducted by the Society shall be completed in a timely manner but no later than ten (10) working days after the date the Employer is made aware or ought to reasonably have become aware of the incident. These timelines may be extended by mutual consent of the parties. Such consent shall not be unreasonably withheld. Where investigations are conducted on behalf of the Society by individuals not employed by the Society, the timelines for the completion of the investigation will not apply, however, the Society shall make all reasonable efforts to have the investigation completed in a timely and efficient manner. The Society will ensure that the worker and the Union are kept apprised of the status of the investigation, including the start date and the projected completion date of the investigation.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of continuous service from the last date of hire in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union except as adjusted by the terms of this Agreement. Seniority shall be used as a factor in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Seniority for temporary employees is outlined in Article 4.

14.02 Seniority List

The Employer shall maintain a seniority list showing the employee's name and seniority date. The list shall be revised quarterly and posted on the intranet, with an electronic copy sent to the Local President and Local Recording Secretary.

14.03 Probation for Newly Hired Employees

- a) A newly hired employee shall be on probation as follows:
 - (i) For full-time employees for only the first six (6) months of their active work.
 - (ii) For part-time employees for only the first 880 hours of their active work. At no time shall the probationary period exceed twelve (12) months.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the Employer has the right to release any employee at any time during such probationary period and such termination shall not be subject to the grievance procedure.

- b) Notwithstanding the foregoing, for newly hired employees for positions which are designated as child protection positions under the Child and Family Services Act, the probation period shall be as follows:
 - (i) For full-time employees for a period of nine (9) months of active work from the date of hire, unless extended by mutual agreement of the Society and the Union.
 - (ii) For part-time employees for a period of 1215 hours of active work from the date the employee has been authorized as a child protection worker by the Society. At no time shall the total probation period be greater than 1620 hours of active work from the date of hire, unless extended by mutual agreement of both parties. At no time shall the total probationary period exceed eighteen (18) months.

During the pre-authorization period (for designated child protection positions) and the probationary period the employee shall be entitled to all rights and benefits of this Agreement as a probationary employee and the Employer has the right to release any employee at any time during such period. Such termination shall not be subject to the grievance procedure.

14.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated if:

- (a) an employee submits a written resignation and does not withdraw it within twenty-four (24) hours.
- (b) an employee is discharged and not reinstated.
- (c) has been absent due to layoff which exceeds twenty-four (24) months.
- (d) has been absent due to illness or accident for a time which exceeds twenty-four (24) months subject to the *Human Rights Code*.
- (e) fails to report to work within ten (10) working days after being notified in writing 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 or is recognizing their right to refuse the recall under Article 17.04 (e) . It is understood that the employee shall keep the Employer informed of their current address and phone number.
- (f) fails to return to work upon termination of an authorized leave of absence, except for reasonable reasons beyond the control of the employee, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (g) has been absent from work for more than three (3) working days without notifying the Employer and providing a reasonable explanation for their absence.
- (h) on retirement.

14.05 Transfer and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is temporarily transferred to a position outside of the bargaining unit, they shall accumulate seniority up to twelve (12) months and then be retained thereafter. Upon the agreement of the Employer and such employee, the employee shall return to a position in the bargaining unit. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their previous position. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- (b) If an employee returns to the bargaining unit the anniversary date will remain the same, for the purpose of application on the salary progression, as if they had not left the bargaining unit.
- (c) An employee temporarily transferred outside the bargaining unit has a right to return to their previous position in the bargaining unit. An employee on a temporary transfer will only be covered by Articles 6, 11 & 12 (only for applicable articles), 14, 15 (employees who accept a temporary transfer outside the bargaining unit may not re-apply for another position for at least six months), 17, 21.01, 21.06, 21.07, 26, 27, 28, 29, 30 of the Collective Agreement. Article 13 will only apply where discipline is the result of performing bargaining unit work or where the status of the employee within the bargaining unit is affected, i.e. termination or discharge. All other provisions will be suspended until such time as the employee returns to the bargaining unit.

ARTICLE 15 - PROMOTION AND STAFF CHANGES

15.01 Job Postings

- (a) In the event a vacancy occurs which the Employer wishes to fill, the Employer will post a notice on the intranet for a period of five (5) working days so all employees may apply. The notice will contain the job title, current salary range, location, hours of work, qualifications required, and the team supervisor's name, if available. Where the supervisor's name becomes known before a successful applicant is offered the vacancy, the employer shall communicate that information to the applicants for the vacancy.
- (b) The Employer agrees to process internal applicants for job postings in accordance with the Recruitment Process Guidelines. The Recruitment Process Guidelines will be reviewed by the parties on an annual basis and any changes will be by mutual agreement. The Recruitment Process Guidelines do not form part of the Collective Agreement.

15.02 An employee who wishes to be considered for any posted position, shall signify their desire by submitting an application in writing to the HR department within five (5) working days of the posting of the notice.

15.03 The Employer will inform and discuss with the Union any vacancy it does not wish to fill. If the employer wishes to fill the vacancy, the vacancy must be posted in accordance with this Article.

15.04 Applicants Outside the Bargaining Unit

No applicant from outside the bargaining unit shall be interviewed for a given job posting until applicants from within the bargaining unit have been completely processed for that posting, and it has been determined that there are no suitable internal applicants and the internal applicants have been notified.

15.05 Role of Seniority in Promotions, Transfers and Staff Changes

Staff changes, transfers or promotions shall be based on skill and ability and qualifications for the job posting, and where these factors are relatively equal, seniority shall govern.

15.06 Notification to Employee

Within seven (7) calendar days of notification to all applicants of a competition for vacant position, the name of the successful applicant shall be announced to all employees via the intranet after the candidate has verbally accepted the position. The Employer shall provide an explanation of the reasons for the appointment where any senior applicant has been denied the promotion if so requested by the senior applicant.

15.07 Notification to Union

The Union shall be notified in writing of all promotions, demotions, hiring, disciplinary action (including a copy of all disciplinary letters) dismissals, lay-offs, transfers, notice of recalls, resignations, retirements or death of an employee in the bargaining unit as soon as possible, however, in no case shall the notification be longer than two (2) working days after the incident has occurred.

15.08 Any position which is expected to be vacant because of illness, accident, vacation or

leave of absence for three (3) months or less and fifteen (15) weeks for illness shall not be deemed to be vacant for the purpose of this article.

15.09 Only the original vacancy and two resulting vacancies shall be posted. All other vacancies which occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.

15.10 Unless otherwise agreed to by the Employer, employees may not apply to postings within the same pay grade or classification where:

1. They have been the successful candidate to a permanent position and have occupied the position for a period of six (6) months or less.
2. They have returned to or were recalled into a permanent position and have occupied the position for a period of six (6) months or less.
3. They are a temporary employee or are a permanent employee on recall in a temporary position and the posted position is temporary but the termination date of such posted position does not extend beyond that of the employee's current termination date.

Notwithstanding the foregoing, an employee may apply to postings in the same pay grade or classification where:

1. The employee is employed part-time or on a temporary contract and the posted position is a regular full-time position.
2. The employee is employed on a temporary contract and the posted position is temporary, but the termination date of the posted position extends beyond the employee's current contract termination date.

15.11 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.

15.12 If an employee on leave or layoff wishes to be advised of job postings which arise during their leave or layoff, they may submit a request, in writing, to the Human Resources Department. Such request should be completed prior to the commencement of the leave, if possible. The Human Resources Department in turn shall notify the employee of all job postings.

15.13 Changes to Qualifications

- i) Should job qualifications be changed by the employers, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.
- (ii) Should job qualifications be changed as a result of legislation or government directives, MCYS shall work with the employers and the unions to develop a plan to mitigate any negative impact for staff.

15.14 Office Locations/New Teams

When the employer establishes new teams or a new office location it shall utilize the following process for the creation of service teams and filling of positions on those teams. In any situation where the overall staffing complement is being increased the positions shall be posted as per the Collective Agreement.

(a) New Office Locations/Staff Relocation:

When the Employer establishes a new office location and existing complement of staff are required to relocate to the new office location, the following process will be undertaken:

1. The employer has the right to establish the positions and complement of employees needed. The employer shall announce the intention of the proposed change and the creation/location of a new office and the positions that shall be available. All staff shall be notified of the process to apply for such change.
2. The employer shall canvass to ascertain whether any employee wishes to relocate to the new office location;
3. Qualified employees wishing to relocate to the new office location shall indicate such wishes in writing to the HR department.
4. The employer will review such employees giving preference to qualified employees serving the geographic area.
5. The employer shall make every reasonable effort to recognize seniority in basing the decisions, in a non-arbitrary, non-discriminatory manner.
6. Where positions and teams cannot be filled, through this process the employer reserves the right to transfer qualified employees to the new office location based on reverse seniority starting at one year of service as a minimum.
7. Any subsequent vacancies resulting from the creation of the new location, such vacancies shall be posted in accordance with Article 15.
8. The parties agree that should there be a consolidation of office locations, all staff will be required to relocate.

In the event a satellite office remains, those employees currently situated at that office will remain situated at the office to the extent required by the Society for positions and complement.

(b) New Teams:

1. The employer has the right to establish the positions and the complement of employees needed.
2. The employer shall canvass those qualified employees with the required experience level to ascertain whether any of the employees wish to join the new team.
3. The employer will recognize seniority in choosing amongst employees

expressing a desire to join the new team.

4. Where the teams cannot be filled through this process the employer reserves the right to transfer employees to the new team making every reasonable effort to recognize reverse seniority, basing the decision in a non-arbitrary, non-discriminatory manner.
5. Where the employer wishes to fill any subsequent vacancies resulting from the creation of the new teams such vacancies shall be posted in accordance with Article 15.

ARTICLE 16 - STAFF TRAINING AND DEVELOPMENT

16.01 It is the intent of the Employer to provide opportunities for employees to upgrade their skills and knowledge. Where these training opportunities are made available to employees, in accordance with training calendars issued by the Employer, time spent by employees in attendance will be paid for at the employee's normal rate of pay on a straight time basis. Meals are compensable when an employee is required to be in attendance at meetings or training out of the Region, or with supervisory approval, meetings regarding Society business over the lunch period the employee will be paid an allowance of \$12.00.

Where an overnight stay is required, employees may be paid an allowance, for breakfast up to \$9.00 and up to \$15.00 for dinner.

16.02 Where an employee and/or supervisor identify additional training or developmental needs which may be met by attendance at a conference, workshop or seminar or job related educational course outside of the Employer's own training program and the necessary funds are available, the Director or their designate may authorize attendance by the employee.

In such cases the Employer may pay full or part registration and/or conference fees, and when the conference, workshop or seminar is held in another city, including Toronto, will also pay reasonable transportation and lodging where required as well as necessary out of pocket expenses to reflect normal practice.

Additionally, the employee shall be paid the appropriate rate of pay for all hours spent while attending the course including transportation time, which is deemed to be reasonable by the parties.

16.03 The Society shall reimburse each nurse the cost of their RNAO (Registered Nurses Association of Ontario) regular membership fee. The deadline for submission for reimbursement of RNAO membership fee is no later than 60 calendar days from receipt by employee from the RNAO.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Definition of Layoff

- (a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular full-time hours of work as defined in this Agreement or any position declared to be redundant which at the time of redundancy is occupied by a bargaining unit employee.
- (b) A layoff for a regular part-time, excluding casual employees referenced in the Letter of Understanding re: Casual Employees, shall be defined as:
 - (i) A regular part-time position being declared redundant while occupied by a bargaining unit employee; or
 - (ii) Where the regular hours of work of a regular part-time employee is less than an average of ten (10) hours per week in any two (2) consecutive pay periods, provided the employee was available for such work.
- (c) Part-time layoff shall be separate and apart from full-time. Where feasible, part-time employees will be laid off before a full-time employee.

17.02 Role of Seniority in Layoffs

In the event of a lay-off employees shall be laid off in the reverse order of their bargaining-unit-wide seniority as defined in Article 17.01. An employee with notice of lay off may within two (2) days after the day of receipt of such notice, bump any employee with less seniority, in the same or lesser wage grade classification (see Schedule A), providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Providing the employee exercising the right is qualified to perform the work and has more seniority, full-time employees are eligible to bump into another full-time or part- time position. Part-time employees can only bump into part-time or casual positions.

A part-time employee who is qualified may bump the last hired casual employee in either client reception or access facilitator position without loss of recall rights. Such part-time employees' seniority shall be frozen and will not accumulate but may be used for job postings. Should the employee return to part-time or full- time employment their frozen seniority shall be restored.

17.03 (a) Alternatives to Layoff

Prior to issuing notice of layoff, the parties agree that a joint committee will be established. The Committee will meet as expeditiously as possible to make recommendations to the Employer for alternatives to layoff with an emphasis on, but not limited to, cost efficiencies, redeployment, transfers and reassignment in accordance with the Collective Agreement. All relevant information will be made available to the Committee. Also, the Committee shall discuss the effects of such reduction and the impact on existing service and remaining staff. The committee will be comprised of three (3) members of the Union Executive and three (3) members of the Society's Leadership team.

(b) Written Notice

Written notice of layoff shall be given:

- (i) first to the Union, if at all possible, at least four (4) weeks prior to any notice of layoff. If four (4) weeks is not possible, the Union will be given notice no later than the affected employees as (ii) below;

- (ii) to the affected full-time or part-time employee(s) no less than twelve (12) weeks prior to the layoff or provide salary in lieu thereof.
- (c) An employee in receipt of notice of permanent layoff shall be allowed up to five (5) working days off with pay to attend to related personal matters. The Employer must be provided with the reasons for the request. Such days off are to be taken at a time agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.

17.04 Recall

(i) Recall Rights

In accordance with the Collective Agreement, any employee that received a layoff notice and/or bumped into another position will have exhausted their recall rights once the earliest of the following has occurred:

- ❖ a period of 24 months from the date of lay off OR
- ❖ They are returned to their former permanent position OR
- ❖ decline a temporary position for a period of more than six (6) months OR
- ❖ they post into another permanent position OR
- ❖ they submit their resignation, waive their recall rights OR
- ❖ is otherwise terminated from employment.

ii) Recall process

Employees shall be recalled in accordance with the following procedure:

- (a) No recall will be to a higher paying wage grade classification or position. Part-time employees can only be recalled to part-time positions.
- (b) In the event that a new position or vacancy is anticipated to be six (6) months or longer in duration, and there is no employee with recall rights who occupied the position at the time of layoff, the position/vacancy shall be posted in accordance with Article 15.01 to ensure that all employees may have the opportunity to apply for the new position/vacancy. If the Society needs to immediately fill the position/vacancy, the Society may do so on a temporary basis only up until the position is filled, utilizing the senior person on recall who is qualified to fill the position/vacancy.
- (c) In the event any vacancy is expected to be less than six (6) months, then the position does not have to be posted and the most senior employee with recall rights who is qualified shall be recalled directly into the position. Any extensions shall be treated as a new recall.
- (d) In the event the vacant position was held by an employee with recall rights, whether the position is temporary or permanent, no posting will be required, and the employee will be recalled directly into that position in order of seniority regardless of any other recall. This will include a change to the previous job title with the same core duties.

- (e) An employee with recall rights may refuse a recall to a *lower* or same *wage* grade classification (see Schedule A), a position with reduced hours or a temporary position of six (6) months or less without loss of recall rights.
- (f) An employee recalled to a temporary or regular position may not apply for another position for six (6) months from the date of the return to work from layoff unless otherwise permitted under Article 15.10.

17.05 No New Employees

New employees shall not be hired until those with recall rights have been given an opportunity of recall in accordance with Article 17.03.

17.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Clarity note:

Where this Article makes reference to the word "position" it shall mean the individual job titles within a job grade classification and a "wage grade classification" shall mean all the jobs in the classification with the same pay rate (see Schedule A).

- 17.07** For a period of twelve (12) months following the date of layoff, a laid off employee who has retained recall rights shall, if they were a participant in the benefit plan prior to the layoff commencing, have the right to continue to purchase dental benefits and extended health benefits that are available to them while on active service provided they pay the full cost of such benefits and meet the requirements of the benefit provider. The Society shall not be responsible for failure of payment of premiums by the employee.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

- 18.01** The following sections and paragraphs are intended to define the normal hours of work per day or per week, or of days of work per week.

- 18.02** The regular work week for full-time employees shall consist of thirty-three and three-quarters (33.75) hours exclusive of lunch breaks. The Society's office hours are from 8:30 a.m. to 4:30 p.m. Monday to Friday.

18.03 Paid Rest Periods

- (a) An employee who works more than four (4) hours shall be entitled to two (2) fifteen (15) minute paid rest periods, one (1) in each half of their shift.
- (b) An employee who works four (4) hours or less shall be entitled to one (1) fifteen (15) minute paid rest period.

18.04 Split Shifts

There shall be no split shifts unless mutually agreed between the Employer and the employee and such agreement shall be reviewed quarterly.

18.05 Overtime

Where an employee is required to work in excess of thirty-three and three-quarters (33.75) hours per week, such employees shall receive compensation by either lieu time or pay calculated at the following rate:

- (a) Time worked in excess of thirty-three and three-quarters (33.75) hours per week but less than or equal to forty (40) hours per week, compensation or lieu time shall be at straight time rate.
- (b) Time worked in excess of forty (40) hours per week, compensation or lieu time shall be at the rate of one and one-half (1.5) the regular rate.

18.06 An employee may elect either lieu time or payment of overtime in accordance with the following procedure:

- (a) When an employee is required to work overtime, they must first obtain permission from their supervisor. In the event that overtime is necessary, and a supervisor is unavailable, the employee will notify their supervisor at the earliest opportunity.
- (b) Upon completion of the overtime worked by an employee and no later than the timesheet period following the overtime worked, such employee shall indicate to their Supervisor whether the employee elects to be paid for such overtime or to take time off in lieu thereof. This overtime is to be reflected in the Employee's applicable timesheet submitted to the Supervisor for approval.
- (c) Periods of overtime for which an employee elects to be paid shall be accumulated for one (1) four (4) week period and the total so accumulated shall be paid for during the next following four (4) week period.
- (d) Lieu time in excess of thirteen and one-half (13.5) hours shall be taken before the end of the month following the month in which the lieu time was accumulated. Lieu time in excess of thirteen and one-half (13.5) hours not taken as outlined above shall be paid out before the end of the following month. Lieu time to the credit of any employee which exceeds thirteen and one-half (13.5) hours on the last pay of December each year, shall be paid before the end of the following month.
- (e) All time shall be recorded in the employee's lieu time register.
- (f) Upon termination of employment, all approved lieu time shall be paid to the employee.
- (g) Where an employee is required to work on an emergency basis, a minimum of three (3) hours overtime after 4.30 p.m. and the total time worked for the day will exceed 9.75 hours, the Employer will provide the Employee with a meal allowance of \$15.00 upon request and approval by the Supervisor, such approval shall not be unreasonably denied. Such allowance shall be paid monthly.

18.07 Call Back

Where an employee, other than an After Hours Worker, is called back to work and must return to work, the employee shall be entitled to a minimum of three (3) hours pay at regular straight time rate, except where such call back is within three (3) hours of the start of the employee's normally scheduled shift. Where the call back is within three (3) hours of their normally scheduled shift the employee will be paid for the balance of time between the call back and the start of the shift at regular straight time rate.

18.08 In no event shall overtime be duplicated, compounded or pyramided with any other compensation, premium or benefits provided by the Employer.

ARTICLE 19 - PAID HOLIDAYS

19.01 Paid Holidays

The following holidays shall be observed as paid holidays:

Family Day (3 rd Monday in February)	
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Last scheduled day before Christmas
Boxing Day	Christmas Day
New Year's Day	2 Floating Holidays

Floating Holidays will be taken upon mutual agreement between the Employer and the employee. Floating Holidays must be taken in the year that they are earned with no carry over possible. Floating days are pro-rated over the twelve (12) month period. Full-time employees who were scheduled to have worked but did not do so due to the observance of one of the above-named holidays, will receive six and three-quarter (6.75) hours' pay for such holiday not worked, part-time employees receive holiday pay in accordance with the Employment Standards Act.

- (a) 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 on Employer-paid medical leave as per Article 21.01.
- (b) There shall be no pyramiding of benefits for employees on short term sick leave.
- (c) An employee on Long Term Disability shall not be eligible for the above named paid holiday.
- (d) An employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any of the said paid holidays shall be entitled to the following:
 - (i) double time (2.0) for Christmas, New Year's Day, and Good Friday in addition to their holiday pay;
 - (ii) one and one-half (1.5) times their regular rate for all other holidays in addition to their holiday pay.

- (e) In the event one or more of the paid holidays occur during the employee's vacation, they will receive an extra day's vacation with pay for each paid holiday.

19.02 Compensation for Holidays on Saturday or Sunday

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 following Monday and/or Tuesday shall be the holiday unless otherwise agreed to alternate days by both parties.

ARTICLE 20 - VACATIONS

20.01 Unless otherwise agreed, vacation with payment shall be vacation with benefits.

20.02 In a twelve (12) month period all employees shall be entitled to a minimum twenty (20) days earned vacation. With less than twelve (12) months employment the annual vacation period shall be pro-rated.

20.03 Employees shall receive:

Anniversary Year	Additional Days	Total Days
6th anniversary commencing January 1	1 additional vacation day	21 vacation days
7th anniversary commencing January 1	1 additional vacation day	22 vacation days
8th anniversary commencing January 1	1 additional vacation day	23 vacation days
9th anniversary commencing January 1	1 additional vacation day	24 vacation days
10th anniversary commencing January 1	1 additional vacation day	25 vacation days
15th anniversary commencing January 1	1 additional vacation day	26 vacation days
20th anniversary commencing January 1	2 additional vacation day	28 vacation days
25th anniversary commencing January 1	2 additional vacation day	30 vacation days

The accumulated total of vacation days cannot exceed thirty (30) days except as impacted in the year of long service bonus vacation days as outlined in Article 23.08.

20.04 Regular part-time employees are entitled to the same vacation leave as full-time employees. Vacation pay for part-time employees with variable hours is as outlined in a letter of Understanding appended to the Collective Agreement.

20.05 No employee shall take more than twenty (20) days vacation at one time except by special permission of the Service Director/Department Manager.

20.06 Employees are entitled to carry over up to five (5) days of vacation credits from one year to the next. Carry over vacation must be taken before March 31st of the next year. Any amount of credit exceeding five (5) days must be requested in writing by November 1st of each year and be approved by the Executive Director in writing, by November 15th of each year to be carried over. The above-mentioned deadlines may be extended, by the Executive Director but only where unforeseen circumstances warrant such extensions. Such extension shall not be unreasonably denied. Where unforeseen circumstances have occurred and an extension cannot be given the accrued vacation credits will be paid out. In all other cases where an extension cannot be given the **Executive Director** will schedule the outstanding vacation credits after consultation with the employee.

20.07 For the purposes of this section, the annual vacation year shall be January 1st to December 31st of the same year.

20.08 Vacations will be scheduled by the Employer after consultation with employees. Providing the employee's preference of vacation time for the period from April 1st of that year to the end of March the following year is made known prior to March 31, where a conflict in vacation preference exists between team members, or in the case of support staff in the support group, the more senior employee's preference shall take priority. After March 31, requests for vacation shall be on a first come first served basis. The vacation schedule shall be posted no later than April 15th.

Should an employee change positions/teams within the Society after their vacation time has been approved there will be no change to their vacation approval as long as it was submitted prior to March 31st. The Employer reserves the right to temporarily reassign work to meet any operational needs that might arise from the taking of vacation time in this Article.

20.09 In the event that an employee's employment is terminated with the Society before they have completed the necessary work time for vacation taken, they must repay the value of the outstanding amount.

20.10 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a pro-rated payment of salary or wages in lieu of such vacation.

20.11 Should an employee be called back from vacation due to a subpoena or a serious matter pertaining to 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 the involvement of the vacationing employee.

ARTICLE 21 – SHORT TERM MEDICAL LEAVE

21.01 Sick Pay

Pay for sick leave is granted for the sole and exclusive purpose of protecting employees against loss of income during periods of legitimate non-occupational illness or injury and shall be granted on the following basis:

Length of Service	Sick Leave Credits
Less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 9 weeks
5 years but less than 7 years	100% of income for 8 weeks 66 2/3% of income for 7 weeks
7 years but less than 9 years	100% of income for 10 weeks 66 2/3% of income for 5 weeks
9 years but less than 10 years	100% of income for 12 weeks 66 2/3% of income for 3 weeks
10 years and over	100% of income for 15 weeks

Full medical leave benefits shall be restored after an employee has returned to active work for no less than sixty (60) calendar days.

21.02 After five (5) continuous days absence caused by illness, no leave with pay shall be allowed unless a certificate of a duly qualified medical practitioner is forwarded to Human Resources, or the employee's supervisor, certifying the inability of the employee to attend their official duties. The Employer may require an employee to submit a doctor's certificate for a period of absence of less than five (5) working days and the employee will be informed of this as soon as is practical. The Employer shall have a justifiable reason to request medical notes for absences of less than five (5) days.

- (a) An employee will not be paid nor will they receive sick leave benefits for any time absent from work following the fifth day of absence, until the employee provides such certificate or unless a satisfactory reason is provided.
- (b) Faxed or scanned legible medical notes shall be deemed acceptable until the employee is able to send in the original doctor's note.

21.03 It is the responsibility of the employee to ensure that the Employer receives the certificate as soon as possible.

- 21.04** Should an employee be on medical leave prior to a scheduled vacation period, then the vacation period may be re-scheduled. The period of illness will be considered medical leave and medical certification is required.
- 21.05** Should an employee become ill during their vacation period it is their responsibility to notify the Employer immediately and this vacation will be re-scheduled. The period of illness will be considered medical leave and medical certification is required.
- 21.06** An employee will not be entitled to sick leave benefits, during a pregnancy leave of absence without pay.
- 21.07** An employee will not be entitled to sick leave benefits, during a lay off or leave of absence without pay.
- 21.08** L.T.D. as per Schedule "D" attached hereto and forming part of the Collective Agreement. The Employer shall provide the Union with a copy of the L.T.D. Policy whenever the Policy or provider is changed. It is understood that the Employer is responsible to ensure the L.T.D. insurance policy(s) held by the Society provides for at least the minimum coverage as has been agreed to by the parties.
- 21.09** Medical leave with pay shall include personal dental, medical including chiropractic, physiotherapy and massage appointments as well as absence caused by illness. Employees will endeavour to schedule personal appointments on their own time where possible. The Employer is not required to pay for any such appointment time, which is over and above the normal 6.75 hours of work per day.
- 21.10** The Employer shall reimburse an employee for the cost of a medical note required by the Employer within 30 days of proof of payment. The employee shall provide proof of payment for the medical note within 30 days of the date of the note, for such reimbursement.
- 21.11** Emergency Family Leave
Regular full-time and regular part-time employees who have completed probation, may be granted leave for up to a total of five (5) days with pay per calendar year for matters associated with family members, that is, child, parent, spouse, siblings, grandparent; grandchild, common-law partner, same sex spouse or fiancé.

The leave is limited to the following circumstances:

- (i) unpredictable family health emergencies where alternative arrangements cannot reasonably be made
- (ii) unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.
- (iii) scheduled appointments for family health matters where the appointment could not be reasonably made outside of normal hours of work.
- (iv) Unpredictable educational appointments/meetings (not available for school P.A. days; scheduled school activities/events).
- (v) Emergency legal matters where a family member is required to be in attendance.

Prior to or following the request for leave, the Employer reserves the right to request documentation or information in support of the need for the leave. Where the leave is not approved, vacation time, lieu time or floater time must be taken. Such approval shall not be unreasonably denied.

Family leave days are non-accumulative from year to year and there is no cash pay-out in lieu thereof. Family leave days expire upon termination of employment.

21.12 Duty to Accommodate

The parties agree that the Employer, a representative of the Union, and the employee will review accommodation issues as the need arises.

1. The purpose of this process is to accommodate modified working conditions for the above stated employee(s).
2. At the request by an employee for accommodation the Employer shall inform the employee of their right to have Union representation throughout this process. If the employee chooses not to exercise this right they must be informed in writing that the Union will become involved at such time that the accommodation has any impact on the Collective Agreement. If not already involved the Union shall participate in the process from this point on. The Local Union President or designate shall be notified of any medically supported accommodations that require a modification to job duties, hours of work or both regardless of attendance at any meetings with the Employer and Employee.
3. Where an employee seeks accommodation, modified work or modified return, they shall provide the parties with a medical report detailing restrictions/limitations upon request.
4. Decisions regarding accommodation of individuals of job modification shall be based upon mutual agreement of the parties including job modification, hours of work and schedule.
5. During the temporary accommodation process all appropriate accommodation options will be examined in accordance with the medical information provided and applicable legislation.
6. Disputes regarding this article shall be resolved by the grievance and Arbitration procedure of this Collective Agreement.
7. No Employee shall suffer layoff, reduction of hours, or reduction in rate of pay as a consequence of modified or accommodating work being made available to another employee.
8. An employee who is being accommodated temporarily under this article in order to return the employee to their pre-injury or illness job shall be paid the same hourly rate of pay as the pre-injury or illness job for up to six (6) months immediately following the date of return to work.

21.12 **Duty to Accommodate**

The Parties shall comply with the terms of the Collective Agreement, *Human Rights Code*, and/or the *Workplace Safety and Insurance Act*.

It is the responsibility of persons, who require an accommodation, to:

- Advise the Employer as to whether they wish to have the Union as an active participant in the assessment and/or accommodation process.
- Cooperate in and provide the necessary medical and other information to assess their need for accommodation, if any, and the appropriate accommodation.
- Participate in discussions about solutions.
- Work with the Employer and, where applicable, the Union, disability benefits provider or WSIB, on an ongoing basis to manage the accommodation process, and

The Union is required to:

- Where the employee provides consent, take an active role as a partner in the accommodation process
- Share joint responsibility with the Employer to promote accommodation, and
- Support accommodation measures regardless of the Collective Agreement
- Maintain the confidentiality of person who requires an accommodation, with respect to medical information, to the extent that is reasonable and practical in the circumstances

The Employer is required to:

- Consider accommodation requests, in good faith
- Request necessary medical and other information to assess the employee's need for accommodation, if any, and the appropriate accommodation.
- Obtain expert advice or opinion where it deems necessary
- Where an accommodation is necessary, take an active role in reviewing and considering appropriate accommodation options.
- Maintain the confidentiality of person who requires the accommodation, with respect to medical information, to the extent that is reasonable and practical in the circumstances
- Deal with accommodation requests in a timely way, in the circumstances, and
- Bear the cost of any required medical information or documentation

ARTICLE 22 - LEAVE OF ABSENCE

22.01 (a) Convention, Seminar, Training Pay Provisions

Upon request in writing and giving as much advance notice as possible but not less than two (2) weeks to the Employer, an employee elected or appointed to represent the Union at conventions, seminars or Union functions 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 seven (7) employees will be granted leave at the same time and no more than one (1) from a team within the same classification. The total aggregate amount shall not exceed sixty (60) days this will increase to 75 days in years that the parties are in bargaining. Such permission shall not be unreasonably withheld.

(b) Union Leave

Upon application in writing and giving three (3) weeks' notice, or such longer period as is possible, an employee elected or appointed to a position within the union movement may request an unpaid leave of absence without benefits for a period of up to two (2) years. Where the request for leave is for a period of six (6) months or greater, the leave shall be granted. Where the request for leave is for a period of less than six (6) months the leave may be granted, and such leave will not be unreasonably denied.

Seniority shall accumulate for twelve (12) months and then be retained thereafter.

This leave may be extended on a year by year basis. Such leave shall not be unreasonable denied. No more than two (2) employees from the same department shall be entitled to use this union leave at any one time. No more than four (4) employees shall be entitled to use this union leave at any one time.

Upon return to work the employee will be unable to apply for another Union Leave under this Article for a period of three (3) months of active work. These three (3) months shall be exclusive of any other leaves of absence.

Upon return to work the employee shall be placed into a position of comparable classification and pay for which the employee is qualified. Such return shall not result in the layoff or bumping of an employee holding greater seniority. In the event of a request for union leave the employer has a right to fill the vacancy according to the regular posting procedures on a temporary basis for the full length of the leave.

(c) Half Time/Full-Time Union President Leave

The parties mutually agree to grant a leave of absence to the President of CUPE Local 3223 as follows:

1. Upon application by the Union, in writing, the Society shall grant up to a half (1/2) time - i.e. maximum average of seventeen (17) hours per week and up to full-time for the employee elected or appointed as President of CUPE Local 3223. In the case of a half time leave the incumbents workload shall be adjusted to facilitate this leave.

2. The Local President will not conduct Union business at the Durham Children's Aid Society (DCAS) workplace while on leave unless they are attending a meeting with the Employer or as per Article 3.05 and which meeting has been arranged in advance between an Employer Representative and the Union President.
3. When the DCAS designated management staff request the Local's President to attend meetings while the President is on union leave, payment for such time will be the responsibility of the Union. In the case of a half time leave, where the Union requests meetings and/or business be conducted during regular work hours of the Union President and not during the hours of the leave the privilege to leave their work without loss of regularly scheduled straight time pay shall be subject to Article 3.04.
4. The Society shall make permanent office space available for the Local. The Employer shall provide a desk and phone and the Union shall be responsible for the cost of long distance charges and maintenance of equipment and office supplies used in this office. It is understood and agreed that the half-time Union President will not occupy office space within the DCAS while on union leave except when meeting with the Employer, preparing for meetings with the Employer, or Employees under Article 11 or waiting between meetings. Further and in accordance with Article 3.04, the half-time Union President shall make every effort to advise their supervisory manager, as far in advance as possible, when leaving from or returning to work, while conducting union business.
5. Based upon the request of the Union and not currently contained within the provisions of the Collective Agreement, the Society will pay the Local President's wages based upon the highest paid unionized classification plus one (\$1.00) dollar per annum. The Local shall reimburse the Society each month for the cost of such wages and benefits, including the Health Care Spending Account, as invoiced by the Society.
6. The leave shall be with service and seniority, and seniority will continue to accrue. Hours of work, payments of overtime, lieu time, vacation, medical leave, etc., shall also continue to be in effect as per the Collective Agreement. In this regard, the Union agrees to advise the Society in writing as soon as possible and no later than monthly, whenever any additional payments for overtime or lieu time worked, as a result of the union leave of absence portion of the President's work day/week, in order that the Society can be reimbursed for such hours in a timely manner.
7. The President shall continue to complete a timesheet (as is the current practice of all Employees of DCAS) with copies going to the Society and the Local's Treasurer. The President shall clearly identify time spent in conducting business between DCAS and the Local. The normal authorization of timesheets by the Society's Supervisor/Manager shall continue for the half-time President position only.

8. The parties acknowledge that the Society will be advised at least sixty (60) calendar days but no less than thirty (30) calendar days in advance, when the President will be assuming such duties in order that the Society may, if it chooses, be in a position to schedule relief staff during the hours/shifts the President is on union leave of absence.
9. In the event the time off for the President needs to be amended, the Union will provide at least forty-five (45) days' days' notice to the Society. The Union agrees that if the leave is extended the Employer has the option of extending any backfill in the position without further posting requirement for a period of time equivalent to the extension.
10. The leave does not preclude the use of unpaid Union leave as stated in "A" above. This leave shall not be unreasonably denied.
11. The parties mutually agree to discuss and resolve any issues that may result in complying with the provisions outlined in this Article.

22.02 Bereavement Leave

An employee is entitled to leave without loss of pay or benefits as follows:

- (a) In the case of the death of a spouse, child or stepchild, foster child, adoptive child, sibling, parent, grandparent, step-parent, legal guardian, foster parent, or parent-in-law, and grandchild five (5) working days leave to be taken within thirty (30) days following date of bereavement. Time off to be scheduled with immediate Supervisor.
- (b) In the case of the death of a brother or sister-in-law, son or daughter-in-law, three (3) regularly scheduled consecutive work days leave.

It is understood that "spouse" as defined in this article shall include an employee's common-law partner, same-sex partner or fiancé(e).

- (c) In the case of the death of an aunt, uncle, niece, or nephew one (1) working day, to attend the funeral shall be granted with pay. Time off to be scheduled with immediate supervisor.
- (d) In the case of death of a service recipient, subject to the approval of the Service Director, the case manager may receive up to two (2) working days with pay.

Where the burial occurs over 500 km away, leave without pay of up to two (2) days shall be granted if requested. Proof of death may be requested by the Employer.

Where an employee utilizes bereavement leave while on vacation, the length of the bereavement leave shall be credited back to the employee's vacation credit balance. In such circumstances where the bereavement leave may need to be delayed, this will be in consultation with the immediate supervisor and will not be unreasonably denied.

An employee may elect to defer any day of their bereavement leave for the attendance at the actual internment provided they advise their supervisor in advance of the completion of their bereavement leave.

22.03 Pregnancy and Parental Leave

(a) Protection During Pregnancy and/or Parental leave

The Employer shall not intimidate, discipline, suspend, layoff, dismiss or impose a penalty on an employee because the employee is eligible to take, or intends to take, or takes pregnancy and/or parental leave.

(b) Written Notice to the Employer

An employee wishing to take pregnancy and/or parental leave must advise the Employer in writing when they intend 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.

(c) 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 to eighteen (18) 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 shall accumulate for up to a maximum of eighteen (18) months during pregnancy and/or parental leave. This leave may be extended up to an accumulated maximum of 24 months.

(d) Employee Benefits During Pregnancy and/or Parental leave

During the period of pregnancy and/or parental leave, the Employer shall continue to pay its share of the premiums for a maximum period of seventy-eight (78) weeks for the following benefits in accordance with Article 26.

1. Group Life
2. Extended health care (including vision care, prescription drugs, and semi-private coverage)
3. Dental Plan
4. OMERS contributions
5. L.T.D.
6. E.A.P.
7. Any other benefit that may come into force.

The employee shall make arrangements, as approved by the Employer, for the amount of the employee's benefits costs for the period of the leave, prior to the commencement of the leave.

The Employer will pay the Employer's share of OMERS contributions to match those of the employee during the leave, up to a maximum of seventy-eight (78) weeks unless the employee gives one (1) months' notice to the contrary before the leave begins. Payment for OMERS contributions are as per the rules and regulations of the OMERS plan.

(e) 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 accordance with Article 23.07.

Where the employee is returned to a position in a lower grid than the position held prior to the pregnancy and/or parental leave the employee will be placed in the same step in the new classification range as their placement in the previous range. This step level will be adjusted for all increments for the period of the leave in accordance with Article 23.07.

Where the employee is returned to a position in a higher grid Article 23.02 shall apply and the resulting level shall be adjusted for all increments for the period of the leave in accordance with Article 23.07.

In all cases where the position no longer exists or there has been a layoff such that the employee no longer has sufficient seniority to hold the position, the employee shall be entitled to exercise their seniority rights pursuant to Article 17.

- (f) If during this leave of absence, the employee decides to terminate employment, the employee must give the employer one (1) months' notice of the intent to terminate.
- g) 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 their designate. Such permission shall not be unreasonably denied.
- (h) An employee will not be entitled to Sick Leave Benefits during a pregnancy leave of absence.
- (i) Pregnancy/Parental Leave Top Up

Effective for any leave commencing after date of ratification – payment commencing upon approval of SUB plan

If an employee who is on either pregnancy or parental leave for biological or adoptive parents, as provided under this Article and said employee provides the Society with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act and the amount of E.I. benefits received is less than the employee's normal salary, the Society agrees to pay a Supplemental Unemployment Benefit (SUB) the difference between the amount of E.I. benefits received and 70% of the employee's normal salary for the duration that the employee continues to receive E.I. benefits for a total of twenty-three (23) weeks. Notwithstanding the employee's choice to take either a twelve (12) month or an eighteen (18) month leave the amount of the SUB payment will be based on the twelve (12) month entitlement, to a total of twenty-three (23) weeks.

22.04

On request in writing, a five day leave of absence with pay shall be granted to an

employee at the time of birth of the employee's child, in lieu of provision 22.03.

22.05 Adoption Leave

Adoption leave without pay shall be granted for a period not exceeding sixty-one (61) weeks to an employee who has been employed with the Society 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 Society 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 maternity leave. The parties acknowledge that adoption leave is parental leave, for the purposes of this Collective Agreement and the Employment Standards Act.

22.06 (a) Special Leave

Special leave without pay or benefits (except as amended by Article 26.05) may be granted by the Employer for a specific period of time with specific conditions as agreed between the employee and Employer. It is the responsibility of the employee to request the Special Leave with as much notice as possible. The employee will provide the Employer with all information concerning the reasons for the leave and relevant details regarding the time frame. Seniority will accrue and be retained thereafter for leaves of twelve (12) months in duration or less but will not accrue during leaves greater than twelve (12) months in duration. Such a request for Special Leave shall not be unreasonably denied, and once requested, the employee shall be given the Employer's response within ten (10) working days of receipt of all information as per above

(b) Personal Leave

Personal leave without pay or benefits (except as amended by Article 26.05) may be granted by the Employer for a period of up to two (2) years to employees who need to take time off to provide nurturing care to a family member and requests for up to twelve (12) months to enable the employee to provide an extended period of continuous parental care in the case of birth or adoption following pregnancy/parental leave as outlined in Article 22. Seniority will accrue and be retained thereafter for leaves of one twelve (12) months in duration or less but will not accrue during leaves greater than twelve (12) months in duration. Such a request for Personal Leave shall not be unreasonably denied, and once requested, the employee shall be given the Employer's response within ten (10) working days of receipt of all information as per above.

(c) Education Leave

Education leave without pay or benefits (except as amended by Article 26.05) for job-related educational purposes may be granted by the Employer for a specific period of time with specific conditions as agreed between the employee and Employer. It is the responsibility of the employee to request the Education leave with as much notice as possible. The employee will provide the Employer with all information concerning the reasons for the leave and relevant details regarding the time frame. Seniority will accrue and be retained thereafter for leaves of up to twelve (12) months in duration. Such a request for Education leave shall not be unreasonably denied, and once requested, the employee shall be given the Employer's response within ten (10) working days of receipt of all information as per above.

22.07 Jury Duty 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 then 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 expense, which shall be deducted from their next pay cheque or alternatively the employee shall remit directly such amount of pay received, excluding expenses, to the Employer. The Employer will not require the employee to work any other regularly scheduled hours while on jury duty, or Crown witness, but may require an employee excused from jury duty or Crown witness to complete the balance of his regular shift.

22.08 An employee will not be entitled to Sick Leave Benefits during a layoff or leave of absence without pay.

22.09 Compassionate Care Leave

The Society shall grant a leave of absence without pay to an employee who has to be absent from work to provide care or support to a gravely ill family member in accordance with the Employment Standards Act.

Compassionate Care Top-Up

If an employee who is on Compassionate Care Leave as provided under this Article and said employee provides the Society with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act and the amount of E.I. benefits received is less than the employee's normal salary, the Society agrees to pay the difference between the amount of E.I. benefits received and seventy (70%) percent of the employee's normal salary, during the prescribed waiting period and for the duration that the employee continues to receive E.I. benefits to a maximum of eight (8) weeks.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

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 supplementary pay and deductions. The union and the Society agree that it is in the best interest of all employees to claim all hours worked.

23.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified to a higher graded position, on a regular basis, shall be placed in a step in the new graded position which is the next higher than previous rate except that: where such a change results in an increase of less than three percent (3%), the employee shall receive the next higher salary rate again.

23.03 When an employee is temporarily transferred to a higher graded position for which a salary range has been established, they shall receive the rate which is next higher than the previous rate except that: where such a change results in an increase of less than three percent (3%), the employee shall receive the next higher salary rate again. Time

spent in a higher graded position shall be credited towards the employee's next wage progression, for the purposes of Article 23.06, in their regular position.

The salary change will take effect on the commencement into the higher graded position and the step progress will be maintained regardless of job classification change.

23.04 Pay on Transfer, Lower Rated Job

- (a) When an employee voluntarily transfers to a position on a lower paying grid, on a regular basis, they shall be placed on the same step on the new grid as they held on their previous pay grid.
- (b) When an employee voluntarily transfers to a position on a lower paying grid on a temporary basis, they shall be placed on the same step on the new grid as they held on their previous pay grid. If they return to their previous grid after the temporary transfer is complete, they would return to the grid step they held prior to the temporary transfer provided it does not result in a decrease in their wage in Schedule A at the time the temporary transfer being completed, in which case, the employee shall receive the next higher salary rate when a return to the same grid step results in less wage.
- (c) When an employee is temporarily transferred at the request of the Employer to a position paying a lower rate, their rate shall not be reduced.

23.05 Where a regular part-time employee is temporarily transferred to a position requiring full-time hours and the transfer is for a period of less than three (3) months the employee will be given the option of receiving applicable benefits or eight (8%) percent in lieu of benefits. Where the transfer is for three (3) months or more the employee will no longer be entitled to the eight (8%) percent in lieu of benefits but will be eligible for applicable benefits under the Society's benefit plan.

23.06 Progression from one step on the pay grid to the next higher step, regardless of job changes, shall occur after twelve (12) months of continuous service (inclusive of pregnancy and/or parental leave up to seventy-eight (78) weeks, paid sick leave up to fifteen (15) weeks and leaves of absence of thirty (30) days or less). A break in continuous service shall extend the progression to the next step by the length of the break.

23.07 (a) 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 Society to another, the following measures are to be enacted:

- i) 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.
- ii) Employees hired from one Society into another will be required to complete a full probation period as per the Collective Agreement of the hiring Employer.

- iii) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

b) New Employee Wage Placement

New temporary or regular employees will be paid the appropriate level and grade on the salary grid for the position they are performing according to their qualifications and Experience.

23.08 Long Service Recognition

In recognition for long service, employees shall receive, as a one-time bonus, only in the year in which they reach the stipulated anniversary dates, the following:

15th year	\$200	plus 1 additional day of vacation
20th year	\$300	plus 2 additional days of vacation
25th year	\$600	plus 3 additional days of vacation
30th year	\$1000	plus 4 additional days of vacation
35th year	\$1,500	plus 5 additional days of vacation

- 23.09** Where an employee has received an overpayment of funds from the Society, the employee shall be notified regarding repayment. If requested by the employee, a meeting shall be scheduled to discuss a repayment schedule. Should the employee request, a union representative may be present at such meeting. A reasonable and mutually agreeable repayment schedule shall be put in place. Employees shall be informed of the advantages of making the repayment within the taxation year in which the overpayment occurred.

ARTICLE 24 - TRANSPORTATION

- 24.01** (a) Where an employee is required to use their own car on approved Employer business including driving to assigned duties away from their accustomed work location they shall be paid a mileage allowance in the amount of amount of **\$0.57** per kilometre. It is understood and agreed that employees using their personal cars on the Employer's business shall maintain third party insurance in an amount not less than two million dollars (\$ 2,000,000.00). The automobile used by the employee must be maintained in safe mechanical condition by the employee. Automobiles referred to herein shall not include motorcycles. It is agreed and understood that employees using their personal cars on Society business, as a condition of employment, shall maintain liability insurance of a minimum of \$2,000,000.00. Front line service employees will also maintain business usage insurance or provide the Society with proof of the comparable coverage for the mileage driven. The Society will reimburse front-line service employees for the cost of business usage insurance up to three hundred and fifty dollars (\$350.00) per annum provided proof of payment is received. For employees who leave the employment during the year, such amount shall be pro-rated. Requests for reimbursement for business use insurance must be submitted within 60 calendar days of notification from the Society for submission for that fiscal year.

- (b) When the distance to be travelled will exceed 400 kms, the employee will use the Society vehicle, if available. If the Society vehicle is not available, the Employee is expected to utilize a rental car arranged through the Society. Should a special circumstance exist, which necessitates the use of the employee's own vehicle, prior approval from the Supervisor is required, and such approval shall not be unreasonably denied.

24.02 Should an employee's car be damaged or soiled by a client in the normal course of an employee's duties, the Employer will:

- (a) Where an employee's car is damaged, reimburse the employee the reasonable cost of any repairs - provided:
- the employee advised their supervisor of the details of the incident and resulting damage within two (2) working days of the incident;
 - the employee supplies the Employer with proof of their claim for the reasonable cost of repairs;
 - the employee supplies the Employer with details of compensation from any other source.

The Employer may require estimates for the costs of repair of the damage. It is understood that the Employer shall reimburse an employee's deductible on their policy of insurance for business usage to a maximum of \$500.00.

- b) Where an employee's car is soiled by a client, reimburse the employee the reasonable cost of any cleaning providing the employee has advised their immediate supervisor within one (1) working day of the incident and has received prior approval from their immediate supervisor. The supervisor may require estimates prior to approving any cleaning.

This acknowledges that with other soiling that may involve communicable diseases (i.e. scabies) and/or infestation(s) of any parasitic nature that one (1) days' notice may not be possible. The employee will notify the Employer/supervisor as soon as it becomes known.

24.03 Where new office locations are opened, the Society shall make all reasonable efforts to secure adequate parking at no cost to employees.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

The Employer agrees to draw up job descriptions for all new or revised positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

Unless the Union presents written objections within twenty-five (25) working days concerning the accuracy of the job description; that is the job description accurately reflects the essential duties being performed, if such an objection cannot be resolved the issue may be the subject of a grievance.

25.02 Job Evaluation and /or Review

- (i) The parties will form a Joint Job Evaluation Committee which will oversee the

implementation and maintenance of the job evaluation program in accordance with the Terms of Reference re: Joint Job Evaluation.

- (ii) All jobs will be reviewed in accordance with the Terms of Reference re: Joint Job Evaluation. The Terms of Reference re: Joint Job Evaluation will be reviewed by the parties every twelve (12) calendar months and any changes will be by mutual agreement.
- (iii) Union and/or employee-initiated requests shall occur within three (3) months of the request.

25.03 JJE Education/qualifications

Where the JJE committee requests a change to education and/or qualifications such request will be forwarded to the Executive Director for approval as per section 6 (a) of the terms of reference re: Joint Job Evaluation.

When educational and/or qualifications are changed by the Executive Director, the JJE committee shall re-evaluate the job as per the Terms of Reference re: Joint Job Evaluation. The Society will develop a new job description.

ARTICLE 26 - BENEFIT PLAN

26.01 The Employer shall pay the premium costs for benefits as described in Schedule D, attached hereto and forming part of the Collective Agreement, for all regular full-time employees with three (3) months of continuous service. Any employee who opts out of Extended Health or Dental Benefits will be provided with a copy of the signed form which explains their requirement to re-enrolment into said benefits.

26.02 The Employer will contract for benefits with insurance carriers under this article through insurance providers who recognize the definition of spouse to include common-law or same sex partners.

26.03 It is understood that the employer is responsible to ensure the insurance policy(s) held by the Society provides for equivalent or better coverage as agreed to by the parties as provided in the existing plan. It is understood that in regard to claims made by an employee, the Union and the Society will jointly support the member in the claims procedures up to and including any appeal processes.

26.04 Should the Society not participate in a larger group plan arrangement, the Society agrees to engage in a consultative process with the Local Union prior to making a decision regarding any new benefit carrier.

26.05 An employee on unpaid leave of absence of up to twelve (12) months shall, if they were a participant in the benefit plan prior to commencing the leave, have the right to continue to *purchase* dental benefits and/or extended health benefits that are

available to them while on active service provided they pay the full cost of such benefits and meet the requirements of the benefit provider.

26.06 Wellness Strategy

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

Therefore, a \$500 Health Spending Account will be provided subject to the following conditions.

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

- i) have a one-year 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". Appendix A to be appended to the Collective Agreement.
- v) New full and part-time active employees hired throughout any year shall have the Health Spending Account prorated by dividing the applicable yearly amount by 12 and multiplying by the number of months worked in that fiscal year (April 1 to March 31). Part months shall be counted as a whole month.
- vi) The amount in the account may be accessed by the employee or their eligible dependents however the total family maximum is limited to the allotted yearly amount and any roll-over allowed in i) above.
- vii) The above HSA shall apply to all active employees except for casuals. It is understood that some employees are not covered under the Society's current benefit plan but shall be entitled to access the HSA.

An active employee for the purpose of HSA is any employee who has received any pay for any portion of the fiscal year or is on a leave of absence that would give the employee access to cost shared benefits whether they participate in the benefits or who otherwise qualifies for the benefits. Employees who are on LTD or WSIB leaves are entitled to the Health Care Spending Account for up to two (2) years of this leave.

26.07 An employee who qualifies for major medical benefits shall receive a benefit enhancement amount of \$500 to be added to their Health Spending account (HSA).

ARTICLE 27 - PENSION AND RETIREMENT

27.01 The Employer agrees to continue in effect during the existence of this Collective Agreement policy the present Ontario Municipal Employee Retirement System (OMERS).

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

27.02 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.

27.03 (a) Effective upon ratification of this Collective Agreement, where an employee takes early retirement and wishes to continue benefit coverage for the period up to they reaches age sixty-five (65) for Extended Health Care and Dental Care, the employee must be approved for such coverage by the benefit provider and, where approved pay 100% of the premium cost. The Society shall process the employee's payment for such benefits, once approved by the benefit carrier.

(b) Should an employee reach sixty-five (65) years of age or older and choose to continue working, such employee shall be entitled to all rights and privileges except as amended below or by law.

- i. The Employer will continue to pay its portion of the premium costs for the extended health care and dental benefits described in Schedule "D" of the Collective Agreement for all regular full-time employees with three (3) months of continuous service who have met the eligibility requirements of the various plans, and in accordance with the rules and regulations of the plans, to age seventy (70), at which time benefits coverage will cease.
- ii. Long term disability coverage will cease at age sixty-five (65).
- iii. Life insurance coverage and levels of benefits will be reduced at age sixty-five (65) to one (1) times annual salary to age seventy (70).
- iv. Eligible employees may elect to continue participating in the OMERS pension plan subject to the terms, conditions and limitations of such plan.

ARTICLE 28 - PROFESSIONAL LIABILITY INSURANCE

28.01 It is understood that the Employer is responsible to ensure the insurance policy(s) held by the Society provides for at least the minimum coverage as agreed to by the parties.

ARTICLE 29 - LEGAL COSTS

29.01 1. This article shall only apply to situations where an employee or former employee is either named in a civil suit or charged with a criminal offence or a quasi-criminal offence (with the exception of the Highway Traffic Act) arising out of the authorized discharge of their duties as a Society employee, where they acted in good faith and in a professional manner and following relevant statutes, standards and/or the directions of the Society.

2. With respect to the civil litigation and criminal offence coverage:

- (a) The Society agrees to pay the premium costs of an insurance policy that provides both civil liability and criminal offence coverage.
- (b) The Society will not require the payment of any insurance deductible by the employee.
- (c) Notwithstanding #1, such coverage will not be unreasonably denied.

3. With respect to civil litigation coverage:

- (a) The employee and the Society will be entitled to review and jointly agree on the appointment of a solicitor from the list of the legal firms who provide civil litigation for the Insurance company.
- (b) The chosen solicitor will then jointly represent the interests of the employee and the Society.
- (c) The employee will be involved with the Society and the solicitor in determining the manner in which the matter is defended.
- (d) The employee will be kept informed re: the defence of the matter and will receive information at the same time as the Society.

4. With respect to insurance coverage of criminal offences:

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

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

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

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

6. In situations that joint legal representation is not in the best interest of the employee, the employee shall maintain their right to retain a solicitor who shall represent the employee from the list of the legal firms who provide defence for the Insurance company, subject to the approval of the Insurance Company. Where the employee wishes to retain their own solicitor not on the list provided by the Insurance Company, it shall be at the cost and expense of the employee.
7. In a situation where an employee is assaulted in the course of their duties, if they exercise their right to lay charges, then after consultation with the employer, they shall be granted a leave of absence without loss of regular pay for any necessary related meetings with professionals/collaterals and/or court procedures.
8. The employee shall have the right of Union representation at all times. Such representation shall be carried out in accordance with Article 3.

The Society shall supply CUPE LOCAL 3223 with a current copy of the Society's insurance coverage for civil liability and criminal offence

ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE BOARD

30.01 The Employer shall pay Workplace Safety and Insurance Board coverage for all employees in the Society. All injuries or accidents must be reported to the Employer according to Workplace Safety and Insurance Board Regulations.

30.02 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under Workplace Safety and Insurance Board shall accumulate seniority.

While on Workplace Safety and Insurance Board the Employer shall continue to pay their share of all premiums for a maximum of twenty-four (24) months for O.H.I.P., Dental, Extended Health Care, L.T.D. and Group Life benefits, providing the employee pays their share of premium contributions if any.

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 Society subsequently be denied coverage from WSIB the employee shall be entitled to make any claim under the sick leave plan s/he would have otherwise been able to make, from date of injury/illness.

30.03 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer, providing they are capable of performing the essential duty of 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 17.

30.04 Subject to Article 30.03 the Employer shall return employees suffering from an injury which has been compensated for under the *Workplace Safety and Insurance Act*, in accordance with that *Act* and the Workplace Safety and Insurance Board's Policies.

ARTICLE 31 - HEALTH AND SAFETY COMMITTEE

31.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Society in order to prevent accidents, injury and illness of employees.

31.02 The Employer and the Union agrees to maintain a Joint Health and Safety Committee composed of five (5) bargaining unit employees in the main office location. Should the Employer open any other office locations in the future, such locations shall have an onsite Health & Safety representative. The bargaining unit employees shall be appointed by the Union. There shall be equal representation from both parties at the meeting unless otherwise agreed to by the parties.

31.03 The Committee shall identify potential dangers and hazards and recommend means of improving health and safety programs where feasible to the Executive Director 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:

- 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 and Bill 168), and measure the effectiveness of its policies and procedures and training in this area.
- ensure that employees have work areas that are set up in the most ergonomically correct manner, respond to individual requests from Society staff regarding concerns or questions related to work station ergonomics, develop policies and procedures and training related to ergonomics, and measure the effectiveness of its policies and procedures and training in this area and make recommendations regarding the purchase of equipment.
- identify training opportunities for the committee, which will enhance the committee's expertise. The Society will make every reasonable effort to provide for training opportunities for the committee members that will enhance their expertise in area of ergonomics and violence in the workplace.

31.04 The Employer agrees to provide necessary information as applicable/ required under the *Occupational Health & Safety Act*.

31.05 Time off for such representatives to attend meetings of the Health and Safety Committee and prepare for meetings or inspections as the Committee determines is necessary in accordance with the foregoing shall be granted and representatives attending the meetings during the regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

31.07 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 Society 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.

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

31.09 The Society will provide for the development and implementation of appropriate staff training and development including the certification of one (1) bargaining unit member.

31.10 Employees will suffer no loss of regular straight time pay where the office building is evacuated and/or closed under the *Occupational Health and Safety Act*.

31.11 The joint Health and Safety committee will review its terms of reference on an annual basis.

ARTICLE 32 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT

32.01 For the purposes of this article "Technological Change" means the introduction of computer equipment different in nature or type from that currently utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on his operations affecting one or more employees.

The Society shall retain the responsibility and the right to determine the methods through which services are provided. The Employer will undertake to keep the Union apprised of any technological changes and to consult with the Union regarding the potential impact of such technological changes.

In the event that an employee with three (3) or more years' service is displaced from their job by technological change and/or contracting out, the Society will take one or a combination of the following actions:

- (a) Relocate the employee in another job in their area of competency, if such is available within the Society. Such relocation will be pursuant to Article 17.
- (b)
 - (i) For Employees with three (3) years of service and less than ten (10) years of service, if (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee. Such time spent in retraining shall be considered time worked. The employee shall not be paid for retraining in excess of their normal hours of work.
 - (ii) For Employees with ten (10) or more years of service, if (a) is not possible, but a position is available for which the employee could be retrained within a period of twelve (12) months, assume responsibility for

the retraining of the employee. Such time spent in retraining shall be considered time worked. The employee shall not be paid for retraining in excess of their normal hours of work.

- (c) If one of the foregoing actions is unattainable, and it is necessary to terminate the employment of the employee, provide him/her with six (6) months' notice of termination and provide him/her with a separation settlement of one (1) week's salary per year of service.

32.02 The Society shall provide all affected employees with the necessary skill training if computers or other technological equipment becomes a requirement of their job.

32.03 Any position(s) created as a result of technological change shall not be posted or filled until such time as the Employer has explored with the displaced employee(s) referred to in article 32.01 whether the displaced employee could be retrained for the newly created position in accordance with Article 32.01.

ARTICLE 33 - REFERENCES

33.01 The Employer agrees that when a reference is requested by any other employer, on a present or past employee, the reference provided by the Durham Children's Aid Society will consist of the following information only:

1.
 - (a) the date on which the employee commenced employment with the Society
 - (b) the position(s) the employee held within the Society
 - (c) the date on which the employee ceased employment with the Society
2. No other information will be provided by the Society or its representatives except on written consent of the employee.

ARTICLE 34 - COPIES OF AGREEMENT

34.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer or the Union shall provide sufficient copies of the Agreement within thirty (30) days of signing at fifty percent (50%) shared cost.

ARTICLE 35- DURATION

35.01 Duration

This agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice to bargain in writing within ninety days (90) of the expiry date of this agreement.

35.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement between the parties at any time during the existence of this Agreement provided such agreement has been ratified by the Union membership.

35.03 Retroactive Pay for Wages Only

Retroactivity to apply to all bargaining unit employees on the payroll as of the date of ratification of this agreement. Retroactivity shall be paid on all hours paid for and shall apply to pay only.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

Michelle English

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

X. Joffe

Odette Paris

[Signature]

[Signature]

T. Riniygt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

SCHEDULE "A" WAGE GRIDS

Lump sum payment of \$750 to all bargaining unit employees at the time of ratification.

**DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT**
For the Period April 1, 2022 - March 31, 2023

		Increase		1.00%													
GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6					
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual				
A	Family Service Worker	April 1, 2021	\$ 42.22	\$ 74,100.40	\$ 44.03	\$ 77,264.30	\$ 45.83	\$ 80,428.18	\$ 47.63	\$ 83,592.09	\$ 49.43	\$ 86,756.00	\$ 51.24	\$ 89,919.91			
		Pay Increase	0.42	741.00	0.44	772.64	0.46	804.28	0.48	835.92	0.49	867.56	0.51	899.20			
		April 1, 2022	\$ 42.64	\$ 74,841.40	\$ 44.47	\$ 78,036.94	\$ 46.29	\$ 81,232.46	\$ 48.11	\$ 84,428.01	\$ 49.93	\$ 87,623.56	\$ 51.75	\$ 90,819.11			
		Bi-Weekly Pay		\$ 2,878.52		\$ 3,001.42		\$ 3,124.33		\$ 3,247.23		\$ 3,370.14		\$ 3,493.04			
B	Adoption Worker Child, Youth, and Family Connections Worker Family Support Worker Kinship Worker Placement Worker Programmer Recruitment Assessment Development Worker Resource Worker	April 1, 2021	\$ 39.53	\$ 69,370.82	\$ 41.16	\$ 72,131.99	\$ 42.67	\$ 74,893.10	\$ 44.25	\$ 77,654.24	\$ 45.82	\$ 80,415.39	\$ 47.39	\$ 83,176.53			
		Pay Increase	0.40	693.71	0.41	721.32	0.43	748.93	0.44	776.54	0.46	804.15	0.47	831.77			
		April 1, 2022	\$ 39.92	\$ 70,064.53	\$ 41.51	\$ 72,853.31	\$ 43.10	\$ 75,642.03	\$ 44.69	\$ 78,430.78	\$ 46.28	\$ 81,219.54	\$ 47.87	\$ 84,008.30			
		Bi-Weekly Pay		\$ 2,694.79		\$ 2,802.05		\$ 2,909.31		\$ 3,016.57		\$ 3,123.83		\$ 3,231.09			
C	General Maintenance Technician Network Technician Records Disclosure Assistant	April 1, 2021	\$ 36.77	\$ 64,533.83	\$ 38.34	\$ 67,295.00	\$ 39.92	\$ 70,056.13	\$ 41.49	\$ 72,817.27	\$ 43.06	\$ 75,578.40	\$ 44.64	\$ 78,339.56			
		Pay Increase	0.37	645.34	0.38	672.95	0.40	700.56	0.41	728.17	0.43	755.78	0.45	783.40			
		April 1, 2022	\$ 37.14	\$ 65,179.17	\$ 38.73	\$ 67,967.95	\$ 40.32	\$ 70,756.69	\$ 41.91	\$ 73,545.44	\$ 43.50	\$ 76,334.18	\$ 45.08	\$ 79,122.96			
		Bi-Weekly Pay		\$ 2,506.89		\$ 2,614.15		\$ 2,721.41		\$ 2,828.67		\$ 2,935.93		\$ 3,043.19			
D	Law Clerks Senior Accounting Clerl Software Operations Specialist	April 1, 2021	\$ 32.62	\$ 57,247.24	\$ 33.93	\$ 59,554.57	\$ 35.25	\$ 61,861.89	\$ 36.56	\$ 64,169.22	\$ 37.88	\$ 66,476.57					
		Pay Increase	0.33	572.47	0.34	595.55	0.35	618.62	0.37	641.69	0.38	664.77					
		April 1, 2022	\$ 32.95	\$ 57,819.71	\$ 34.27	\$ 60,150.12	\$ 35.60	\$ 62,480.51	\$ 36.93	\$ 64,810.91	\$ 38.26	\$ 67,141.34					
		Bi-Weekly Pay		\$ 2,223.84		\$ 2,313.47		\$ 2,403.10		\$ 2,492.73		\$ 2,582.36					

DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT
For the Period April 1, 2022 - March 31, 2023

Increase 1.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
E	Accounting Clerk	April 1, 2021	\$ 28.91	\$ 50,729.88	\$ 30.09	\$ 52,803.22	\$ 31.27	\$ 54,876.56	\$ 32.45	\$ 56,949.90	\$ 33.63	\$ 59,023.23		
	Family Time Facilitator	Pay Increase	0.29	507.30	0.30	528.03	0.31	548.77	0.32	569.50	0.34	590.23		
	Team Administrative Assistant	April 1, 2022	\$ 29.19	\$ 51,237.18	\$ 30.39	\$ 53,331.25	\$ 31.58	\$ 55,425.33	\$ 32.77	\$ 57,519.40	\$ 33.97	\$ 59,613.46		
	Volunteer Driving Co-Ordinator	Bi-Weekly Pay		\$ 1,971.66		\$ 2,051.20		\$ 2,131.74		\$ 2,212.28		\$ 2,292.83		
F	Client Receptionist	April 1, 2021	\$ 27.49	\$ 48,252.36	\$ 28.59	\$ 50,180.33	\$ 29.69	\$ 52,106.90	\$ 30.79	\$ 54,034.90	\$ 31.89	\$ 55,962.15		
	Switchboard Operator	Pay Increase	0.27	482.52	0.29	501.80	0.30	521.07	0.31	540.35	0.32	559.62		
		April 1, 2022	\$ 27.77	\$ 48,734.88	\$ 28.88	\$ 50,682.13	\$ 29.99	\$ 52,627.97	\$ 31.10	\$ 54,575.25	\$ 32.21	\$ 56,521.77		
		Bi-Weekly Pay		\$ 1,874.42		\$ 1,949.31		\$ 2,024.15		\$ 2,099.05		\$ 2,173.91		
G	General Clerk	April 1, 2021	\$ 22.68	\$ 39,802.58	\$ 23.67	\$ 41,534.16	\$ 24.65	\$ 43,265.74	\$ 25.64	\$ 44,997.26	\$ 26.63	\$ 46,728.85		
	Record Information Clerk	Pay Increase	0.23	398.03	0.24	415.34	0.25	432.66	0.26	449.97	0.27	467.29		
		April 1, 2022	\$ 22.91	\$ 40,200.61	\$ 23.90	\$ 41,949.50	\$ 24.90	\$ 43,698.40	\$ 25.90	\$ 45,447.23	\$ 26.89	\$ 47,196.14		
		Bi-Weekly Pay		\$ 1,546.18		\$ 1,613.44		\$ 1,680.71		\$ 1,747.97		\$ 1,815.24		
H	Vacant H	April 1, 2021	\$ 20.88	\$ 36,640.80	\$ 21.89	\$ 38,419.15	\$ 22.90	\$ 40,197.46	\$ 23.92	\$ 41,975.80	\$ 24.93	\$ 43,754.29		
		Pay Increase	0.21	366.41	0.22	384.19	0.23	401.97	0.24	419.76	0.25	437.54		
		April 1, 2022	\$ 21.09	\$ 37,007.21	\$ 22.11	\$ 38,803.34	\$ 23.13	\$ 40,599.43	\$ 24.16	\$ 42,395.56	\$ 25.18	\$ 44,191.83		
		Bi-Weekly Pay		\$ 1,423.35		\$ 1,492.44		\$ 1,561.52		\$ 1,630.60		\$ 1,699.69		

DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT
For the Period April 1, 2023 - March 31, 2024

Increase 3.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
A	Family Service Worker	April 1, 2022	\$ 42.64	\$ 74,841.40	\$ 44.47	\$ 78,036.94	\$ 46.29	\$ 81,232.46	\$ 48.11	\$ 84,428.01	\$ 49.93	\$ 87,623.56	\$ 51.75	\$ 90,819.11
		Pay Increase	1.28	2,245.24	1.33	2,341.11	1.39	2,436.97	1.44	2,532.84	1.50	2,628.71	1.55	2,724.57
		April 2023	\$ 43.92	\$ 77,086.64	\$ 45.80	\$ 80,378.05	\$ 47.67	\$ 83,669.43	\$ 49.55	\$ 86,960.85	\$ 51.43	\$ 90,252.27	\$ 53.30	\$ 93,543.68
		Bi-Weekly Pay	\$ 2,964.87	\$ 3,091.46	\$ 3,218.06	\$ 3,344.65	\$ 3,471.24	\$ 3,597.83						
B	Adoption Worker Child, Youth, and Family Connections Worker Family Support Worker Kinship Worker Placement Worker Programmer Recruitment Assessment Development Worker Resource Worker	April 1, 2022	\$ 39.92	\$ 70,064.53	\$ 41.51	\$ 72,853.31	\$ 43.10	\$ 75,642.03	\$ 44.69	\$ 78,430.78	\$ 46.28	\$ 81,219.54	\$ 47.87	\$ 84,008.30
		Pay Increase	1.20	2,101.94	1.25	2,185.60	1.29	2,269.26	1.34	2,352.92	1.39	2,436.59	1.44	2,520.25
		April 2023	\$ 41.12	\$ 72,166.47	\$ 42.76	\$ 75,038.91	\$ 44.39	\$ 77,911.29	\$ 46.03	\$ 80,783.70	\$ 47.67	\$ 83,656.13	\$ 49.30	\$ 86,528.55
		Bi-Weekly Pay	\$ 2,775.63	\$ 2,886.11	\$ 2,996.59	\$ 3,107.07	\$ 3,217.54	\$ 3,328.02						
C	General Maintenance Technician Network Technician Records Disclosure Assistant	April 1, 2022	\$ 37.14	\$ 65,179.17	\$ 38.73	\$ 67,967.95	\$ 40.32	\$ 70,756.69	\$ 41.91	\$ 73,545.44	\$ 43.50	\$ 76,334.18	\$ 45.08	\$ 79,122.96
		Pay Increase	1.11	1,965.38	1.16	2,039.04	1.21	2,122.70	1.26	2,206.36	1.31	2,290.03	1.35	2,373.69
		April 2023	\$ 38.25	\$ 67,134.55	\$ 39.89	\$ 70,006.99	\$ 41.53	\$ 72,879.39	\$ 43.16	\$ 75,751.80	\$ 44.80	\$ 78,624.21	\$ 46.44	\$ 81,496.65
		Bi-Weekly Pay	\$ 2,582.10	\$ 2,692.58	\$ 2,803.05	\$ 2,913.53	\$ 3,024.01	\$ 3,134.49						
D	Law Clerks Senior Accounting Clerk Software Operations Specialist	April 1, 2022	\$ 32.95	\$ 57,819.71	\$ 34.27	\$ 60,150.12	\$ 35.60	\$ 62,480.51	\$ 36.93	\$ 64,810.91	\$ 38.26	\$ 67,141.34		
		Pay Increase	0.99	1,734.59	1.03	1,804.50	1.07	1,874.42	1.11	1,944.33	1.15	2,014.24		
		April 2023	\$ 33.93	\$ 59,554.30	\$ 35.30	\$ 61,954.62	\$ 36.67	\$ 64,354.93	\$ 38.04	\$ 66,755.24	\$ 39.40	\$ 69,155.58		
		Bi-Weekly Pay	\$ 2,290.55	\$ 2,382.87	\$ 2,475.19	\$ 2,567.51	\$ 2,659.83							

**DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT**

For the Period April 1, 2023 - March 31, 2024

Increase 3.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
E	Accounting Cler. Family Time Facilitator Team Administrative Assistant Volunteer Driving Co-Ordinator	April 1, 2022	\$ 29.19	\$ 51,237.18	\$ 30.39	\$ 53,331.25	\$ 31.58	\$ 55,425.33	\$ 32.77	\$ 57,519.40	\$ 33.97	\$ 59,613.46		
		Pay Increase	0.88	1,537.12	0.91	1,599.94	0.95	1,662.76	0.98	1,725.58	1.02	1,788.40		
		April 1, 2023	\$ 30.07	\$ 52,774.30	\$ 31.30	\$ 54,931.19	\$ 32.53	\$ 57,088.09	\$ 33.76	\$ 59,244.98	\$ 34.99	\$ 61,401.86		
		Bi-Weekly Pay		\$ 2,029.78		\$ 2,112.74		\$ 2,195.70		\$ 2,278.65		\$ 2,361.61		
F	Client Receptionist Switchboard Operator	April 1, 2022	\$ 27.77	\$ 48,734.88	\$ 28.88	\$ 50,682.13	\$ 29.99	\$ 52,627.97	\$ 31.10	\$ 54,575.25	\$ 32.21	\$ 56,521.77		
		Pay Increase	0.83	1,462.11	0.87	1,520.46	0.90	1,578.84	0.93	1,637.26	0.97	1,695.65		
		April 1, 2023	\$ 28.60	\$ 50,196.93	\$ 29.75	\$ 52,202.59	\$ 30.89	\$ 54,206.81	\$ 32.03	\$ 56,212.51	\$ 33.17	\$ 58,217.42		
		Bi-Weekly Pay		\$ 1,930.65		\$ 2,007.79		\$ 2,084.88		\$ 2,162.02		\$ 2,239.13		
G	General Cler. Record information Clerk	April 1, 2022	\$ 22.91	\$ 40,200.61	\$ 23.90	\$ 41,949.50	\$ 24.90	\$ 43,698.40	\$ 25.90	\$ 45,447.23	\$ 26.89	\$ 47,196.14		
		Pay Increase	0.69	1,206.02	0.72	1,258.49	0.75	1,310.95	0.78	1,363.42	0.81	1,415.88		
		April 1, 2023	\$ 23.59	\$ 41,406.63	\$ 24.62	\$ 43,207.99	\$ 25.65	\$ 45,009.35	\$ 26.67	\$ 46,811.65	\$ 27.70	\$ 48,612.02		
		Bi-Weekly Pay		\$ 1,592.56		\$ 1,661.85		\$ 1,731.13		\$ 1,800.41		\$ 1,869.69		
H	Vacant H	April 1, 2022	\$ 21.09	\$ 37,007.21	\$ 22.11	\$ 38,803.34	\$ 23.13	\$ 40,599.43	\$ 24.16	\$ 42,395.56	\$ 25.18	\$ 44,191.83		
		Pay Increase	0.63	1,110.22	0.66	1,164.10	0.69	1,217.98	0.72	1,271.87	0.76	1,325.75		
		April 1, 2023	\$ 21.72	\$ 38,117.43	\$ 22.77	\$ 39,967.44	\$ 23.83	\$ 41,817.41	\$ 24.88	\$ 43,667.43	\$ 25.94	\$ 45,517.58		
		Bi-Weekly Pay		\$ 1,466.06		\$ 1,537.21		\$ 1,608.36		\$ 1,679.52		\$ 1,750.68		

DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT
For the Period April 1, 2024- March 31, 2025

Increase 2.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
A	Family Service Worker	April 1, 2023	\$ 43.92	\$ 77,086.64	\$ 45.80	\$ 80,378.05	\$ 47.67	\$ 83,669.43	\$ 49.55	\$ 86,960.85	\$ 51.43	\$ 90,252.27	\$ 53.30	\$ 93,543.68
		Pay Increase	0.88	1,541.73	0.92	1,607.56	0.95	1,673.39	0.99	1,739.22	1.03	1,805.05	1.07	1,870.87
		April 1, 2024	\$ 44.80	\$ 78,628.37	\$ 46.72	\$ 81,985.61	\$ 48.63	\$ 85,342.82	\$ 50.54	\$ 88,700.07	\$ 52.45	\$ 92,057.32	\$ 54.37	\$ 95,414.55
		Bi-Weekly Pay		\$ 3,024.17		\$ 3,153.29		\$ 3,282.42		\$ 3,411.54		\$ 3,540.67		\$ 3,669.79
B	Adoption Worker Child, Youth, and Family Connections Worker Family Support Worker Kinship Worker Placement Worker Programmer Recruitment Assessment Development Worker Resource Worker	April 1, 2023	\$ 41.12	\$ 72,166.47	\$ 42.76	\$ 75,038.91	\$ 44.39	\$ 77,911.29	\$ 46.03	\$ 80,783.71	\$ 47.67	\$ 83,656.13	\$ 49.30	\$ 86,528.55
		Pay Increase	0.82	1,443.33	0.86	1,500.78	0.89	1,558.23	0.92	1,615.67	0.95	1,673.12	0.99	1,730.57
		April 1, 2024	\$ 41.94	\$ 73,609.80	\$ 43.61	\$ 76,539.69	\$ 45.28	\$ 79,469.52	\$ 46.95	\$ 82,399.37	\$ 48.62	\$ 85,329.25	\$ 50.29	\$ 88,259.12
		Bi-Weekly Pay		\$ 2,831.15		\$ 2,943.83		\$ 3,056.52		\$ 3,169.21		\$ 3,281.89		\$ 3,394.58
C	General Maintenance Technician Network Technician Records Disclosure Assistant	April 1, 2023	\$ 38.25	\$ 67,134.55	\$ 39.89	\$ 70,006.99	\$ 41.53	\$ 72,879.39	\$ 43.16	\$ 75,751.80	\$ 44.80	\$ 78,624.21	\$ 46.44	\$ 81,496.65
		Pay Increase	0.77	1,342.69	0.80	1,400.14	0.83	1,457.59	0.86	1,515.04	0.90	1,572.48	0.93	1,629.93
		April 1, 2024	\$ 39.02	\$ 68,477.24	\$ 40.69	\$ 71,407.13	\$ 42.36	\$ 74,336.98	\$ 44.03	\$ 77,266.84	\$ 45.70	\$ 80,196.69	\$ 47.37	\$ 83,126.58
		Bi-Weekly Pay		\$ 2,633.74		\$ 2,746.43		\$ 2,859.11		\$ 2,971.80		\$ 3,084.49		\$ 3,197.18
D	Law Clerks Senior Accounting Clerk Software Operations Specialist	April 1, 2023	\$ 33.93	\$ 59,554.30	\$ 35.30	\$ 61,954.62	\$ 36.67	\$ 64,354.93	\$ 38.04	\$ 66,755.24	\$ 39.41	\$ 69,155.58		
		Pay Increase	0.68	1,191.09	0.71	1,239.09	0.73	1,287.10	0.76	1,335.10	0.79	1,383.11		
		April 1, 2024	\$ 34.61	\$ 60,745.39	\$ 36.01	\$ 63,193.71	\$ 37.40	\$ 65,642.03	\$ 38.80	\$ 68,090.34	\$ 40.19	\$ 70,538.69		
		Bi-Weekly Pay		\$ 2,336.36		\$ 2,430.53		\$ 2,524.69		\$ 2,618.86		\$ 2,713.03		

**DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT**

For the Period April 1, 2024- March 31, 2025

Increase 2.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
E	Accounting Clerk Family Time Facilitator Team Administrative Assistant Volunteer Driving Co-Ordinator	April 1, 2023	\$ 30.07	\$ 52,774.30	\$ 31.30	\$ 54,931.19	\$ 32.53	\$ 57,088.09	\$ 33.76	\$ 59,244.98	\$ 34.99	\$ 61,401.86		
		Pay Increase	0.60	1,055.49	0.63	1,098.62	0.65	1,141.76	0.68	1,184.90	0.70	1,228.04		
		April 1, 2024	\$ 30.67	\$ 53,829.79	\$ 31.93	\$ 56,029.81	\$ 33.18	\$ 58,229.85	\$ 34.43	\$ 60,429.88	\$ 35.69	\$ 62,629.90		
		Bi-Weekly Pay		\$ 2,070.38		\$ 2,154.99		\$ 2,239.61		\$ 2,324.23		\$ 2,408.84		
F	Client Receptionist Switchboard Operator	April 1, 2023	\$ 28.60	\$ 50,196.93	\$ 29.75	\$ 52,202.59	\$ 30.89	\$ 54,206.81	\$ 32.03	\$ 56,212.51	\$ 33.17	\$ 58,217.42		
		Pay Increase	0.57	1,033.94	0.6	1,044.1	0.62	1,084.14	0.64	1,124.25	0.66	1,164.35		
		April 1, 2024	\$ 29.17	\$ 51,200.87	\$ 30.34	\$ 53,246.64	\$ 31.50	\$ 55,290.95	\$ 32.67	\$ 57,336.76	\$ 33.84	\$ 59,381.77		
		Bi-Weekly Pay		\$ 1,969.26		\$ 2,047.95		\$ 2,126.58		\$ 2,205.26		\$ 2,283.91		
G	General Clerk Record Information Clerk	April 1, 2023	\$ 23.59	\$ 41,406.63	\$ 24.62	\$ 43,207.99	\$ 25.65	\$ 45,009.35	\$ 26.67	\$ 46,810.65	\$ 27.70	\$ 48,612.02		
		Pay Increase	0.47	828.13	0.49	864.16	0.51	90.19	0.53	936.21	0.55	972.24		
		April 1, 2024	\$ 24.07	\$ 42,234.76	\$ 25.11	\$ 44,072.15	\$ 26.16	\$ 45,909.54	\$ 27.21	\$ 47,746.86	\$ 28.25	\$ 49,584.26		
		Bi-Weekly Pay		\$ 1,624.41		\$ 1,695.08		\$ 1,765.75		\$ 1,836.42		\$ 1,907.09		
H	Vacant H	April 1, 2023	\$ 21.72	\$ 38,117.43	\$ 22.77	\$ 39,967.44	\$ 23.83	\$ 41,817.41	\$ 24.88	\$ 43,667.43	\$ 25.94	\$ 45,517.58		
		Pay Increase	0.43	762.35	0.46	799.35	0.48	836.35	0.50	873.35	0.52	910.35		
		April 1, 2024	\$ 22.15	\$ 38,879.78	\$ 23.23	\$ 40,766.79	\$ 24.30	\$ 42,653.76	\$ 25.38	\$ 44,540.78	\$ 26.45	\$ 46,427.93		
		Bi-Weekly Pay		\$ 1,495.38		\$ 1,567.95		\$ 1,640.53		\$ 1,713.11		\$ 1,785.69		

DURHAM CHILDREN'S AID SOCIETY
BARGAINING UNIT
For the Period April 1, 2025- March 31, 2026

Increase 3.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
A	Family Service Worker	April 1, 2024	\$ 44.80	\$ 78,628.37	\$ 46.72	\$ 81,985.61	\$ 48.63	\$ 85,342.82	\$ 50.54	\$ 88,700.07	\$ 52.45	\$ 92,057.32	\$ 54.37	\$ 95,414.55
		Pay Increase	1.34	2,358.85	1.40	2,459.57	1.46	2,560.28	1.52	2,661.00	1.57	2,761.72	1.63	2,862.44
		April 1, 2025	\$ 46.15	\$ 80,987.22	\$ 48.12	\$ 84,445.18	\$ 50.09	\$ 87,903.10	\$ 52.06	\$ 91,361.07	\$ 54.03	\$ 94,819.04	\$ 56.00	\$ 98,276.99
		Bi-Weekly Pay		\$ 3,114.89		\$ 3,247.89		\$ 3,380.89		\$ 3,513.89		\$ 3,646.89		\$ 3,779.88
B	Adoption Worker Child, Youth, and Family Connections Worker Family Support Worker Kinship Worker Placement Worker Programmer Recruitment Assessment Development Worker Resource Worker	April 1, 2024	\$ 41.94	\$ 73,609.80	\$ 43.61	\$ 76,539.69	\$ 45.28	\$ 79,469.52	\$ 46.95	\$ 82,399.37	\$ 48.62	\$ 85,329.25	\$ 50.29	\$ 88,259.12
		Pay Increase	1.26	2,208.21	1.31	2,296.19	1.36	2,384.09	1.41	2,471.98	1.46	2,559.88	1.51	2,647.77
		April 1, 2025	\$ 43.20	\$ 75,818.09	\$ 44.92	\$ 78,835.88	\$ 46.64	\$ 81,853.61	\$ 48.36	\$ 84,871.35	\$ 50.08	\$ 87,889.13	\$ 51.80	\$ 90,906.89
		Bi-Weekly Pay		\$ 2,916.08		\$ 3,032.15		\$ 3,148.22		\$ 3,264.28		\$ 3,380.35		\$ 3,496.42
C	General Maintenance Technician Network Technician Records Disclosure Assistant	April 1, 2024	\$ 39.02	\$ 68,477.24	\$ 40.69	\$ 71,407.13	\$ 42.36	\$ 74,336.98	\$ 44.03	\$ 77,266.84	\$ 45.70	\$ 80,196.69	\$ 47.37	\$ 83,126.58
		Pay Increase	1.17	2,054.32	1.11	2,142.21	1.27	2,230.11	1.32	2,318.01	1.37	2,405.90	1.42	2,493.80
		April 1, 2025	\$ 40.19	\$ 70,531.56	\$ 41.91	\$ 73,549.34	\$ 43.63	\$ 76,567.09	\$ 45.35	\$ 79,584.85	\$ 47.07	\$ 82,602.59	\$ 48.79	\$ 85,620.38
		Bi-Weekly Pay		\$ 2,712.75		\$ 2,828.82		\$ 2,944.89		\$ 3,060.96		\$ 3,177.02		\$ 3,293.09
D	Lav Clerks Senior Accounting Clerk Software Operations Specialist	April 1, 2024	\$ 34.61	\$ 60,745.39	\$ 36.01	\$ 63,193.71	\$ 37.40	\$ 65,642.03	\$ 38.80	\$ 68,090.34	\$ 40.19	\$ 70,538.69		
		Pay Increase	1.04	1,821.36	1.08	1,895.81	1.12	1,969.26	1.16	2,042.71	1.21	2,116.16		
		April 1, 2025	\$ 35.65	\$ 62,567.75	\$ 37.09	\$ 65,089.52	\$ 38.52	\$ 67,611.29	\$ 39.96	\$ 70,133.05	\$ 41.40	\$ 72,654.85		
		Bi-Weekly Pay		\$ 2,406.45		\$ 2,503.44		\$ 2,600.43		\$ 2,697.43		\$ 2,794.42		

DURHAM CHILDREN'S AID SOCIETY
 BARGAINING UNIT
 For the Period April 1, 2025- March 31, 2026

Increase 3.00%

GRADE	CLASSIFICATION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
E	Accounting Clerl. Family Time Facilitator Team Administrative Assistant Volunteer Driving Co-Ordinator	April 1, 2024	\$ 30.67	\$ 53,829.79	\$ 31.93	\$ 56,029.81	\$ 33.18	\$ 58,229.85	\$ 34.43	\$ 60,429.88	\$ 35.69	\$ 62,629.90		
		Pay Increase	0.92	1,614.89	0.96	1,680.89	1.00	1,746.90	1.03	1,812.90	1.07	1,878.90		
		April 2025	\$ 31.59	\$ 55,444.68	\$ 32.88	\$ 57,710.70	\$ 34.17	\$ 59,976.75	\$ 35.47	\$ 62,242.78	\$ 36.76	\$ 64,508.80		
		Bi-Weekly Pay		\$ 2,132.49		\$ 2,219.64		\$ 2,306.80		\$ 2,393.95		\$ 2,481.11		
F	Client Receptionist Switchboard Operator	April 1, 2024	\$ 29.17	\$ 51,200.87	\$ 30.34	\$ 53,246.64	\$ 31.50	\$ 55,290.95	\$ 32.67	\$ 57,336.76	\$ 33.84	\$ 59,381.77		
		Pay Increase	0.88	1,536.03	0.91	1,597.40	0.95	1,658.73	0.98	1,720.10	1.02	1,781.45		
		April 2025	\$ 30.05	\$ 52,736.90	\$ 31.25	\$ 54,844.04	\$ 32.45	\$ 56,949.68	\$ 33.65	\$ 59,056.86	\$ 34.85	\$ 61,163.22		
		Bi-Weekly Pay		\$ 2,028.34		\$ 2,109.39		\$ 2,190.37		\$ 2,271.42		\$ 2,352.43		
G	General Clerl Recor l information Clerk	April 1, 2024	\$ 24.07	\$ 42,234.76	\$ 25.11	\$ 44,072.15	\$ 26.16	\$ 45,909.54	\$ 27.21	\$ 47,746.86	\$ 28.25	\$ 49,584.26		
		Pay Increase	0.72	1,267.04	0.75	1,322.16	0.78	1,377.29	0.82	1,432.41	0.85	1,487.53		
		April 2025	\$ 24.79	\$ 43,501.80	\$ 25.87	\$ 45,394.31	\$ 26.94	\$ 47,286.83	\$ 28.02	\$ 49,179.27	\$ 29.10	\$ 51,071.79		
		Bi-Weekly Pay		\$ 1,673.15		\$ 1,745.94		\$ 1,818.72		\$ 1,891.51		\$ 1,964.30		
H	Vacant H	April 1, 2024	\$ 22.15	\$ 38,879.78	\$ 23.23	\$ 40,766.79	\$ 24.30	\$ 42,653.76	\$ 25.38	\$ 44,540.78	\$ 26.45	\$ 46,427.93		
		Pay Increase	0.66	1,166.39	0.70	1,230.00	0.73	1,279.61	0.76	1,336.22	0.79	1,392.84		
		April 2025	\$ 22.82	\$ 40,046.17	\$ 23.93	\$ 41,989.79	\$ 25.03	\$ 43,933.37	\$ 26.14	\$ 45,877.00	\$ 27.25	\$ 47,820.77		
		Bi-Weekly Pay		\$ 1,540.24		\$ 1,614.99		\$ 1,689.75		\$ 1,764.50		\$ 1,839.26		

SCHEDULE "B" AFTER HOURS WORKER

After Hours

After Hours Workers have their hours of work determined by the Employer after consultation with the After Hours Supervisor.

After Hours workers are persons employed to remain on call and make themselves available on an "as needed" basis to handle situations outside of normal business hours. After Hours Workers are entitled only to those benefits and subject to those regulations, which are provided in Schedule B.

After Hours Workers cannot be a person currently employed in a full-time capacity with the Society, except as outlined in this Schedule or agreed to by the parties.

Current non-EDW employees may be scheduled as After Hours Workers in accordance with the Memorandum of Agreement regarding scheduling difficulties for After Hours after- hours service.

After Hours Workers scheduled to provide service will be paid an After Hours rate of \$14.79 per hour upon ratification and thereafter as amended from time to time by any general wage increase.

Effective date of ratification, the employer will compensate each After Hours Worker who leaves their home due to being called out on, or assigned, a child protection matter an hourly rate of \$32.94 and thereafter as amended from time to time by any general wage increase from the time the After Hours Worker leaves home to attend to the matter until they returns home and dispenses with the matter, at which point they will again be paid at the After Hours rate.

Call Back:

Where the Employer determines that increased staffing is required during any scheduled After Hours shift, and an additional After Hours Worker is called to work, they shall be entitled to a minimum of three (3) hours of After Hours pay except where such call back is within three (3) hours of the start of the employee's normally scheduled shift. Where the call back is within three (3) hours of their normally scheduled shift the employee will be paid for the balance of time between the call back and the start of the shift.

Training for After Hours Workers:

When an After Hours Worker is required and approved by the Society to attend Society and/or provincial training, they shall be compensated for all hours at training including travel time at two (2) times the After Hours hourly After Hours rate.

After Hours Workers shall be covered by all provisions of this Collective Agreement including Article 6, Union Security and Check Off Dues with the exception of:

Seniority – Article 14

Seniority will accrue in their After Hours classification only and will not be transferable to other classifications within the bargaining unit, except as outlined below.

Should an EDW obtain a full-time front-line position with the Society, they will be credited with one (1) month's seniority for each three (3) month period they worked as an EDW and placed in the appropriate place on the seniority list, wage and vacation schedules.

Hours of Work - Article 18

After Hours Workers will have their hours of work determined by the Employer after consultation with the After Hours Supervisor as per Article 4.05.

Paid Holidays - Article 19

After Hours Workers shall receive double their regular rate of pay when on standby for any of the holidays listed in Article 19.

Vacation - Article 20

Vacation will be paid as per Employment Standards.

Medical Leave - Article 21

Benefit Plans - Article 26 (including related Schedules).

SCHEDULE "C"

ACCESS CENTRE & CLIENT RECEPTION - HOURS OF WORK

The regular work week for Family Time Facilitators and Access Assistants shall be Monday to Saturday. The regular work week for full-time Family Time Facilitators shall be thirty- three and three quarters (33.75) hours per week exclusive of lunch break. The regular work week for Part-time Family Time Facilitators shall not exceed twenty-four hours (24) per week. Full-time Family Time Facilitators and Access Assistants shall be given two consecutive days off in each week.

Saturday scheduling shall be done on a voluntary basis for Full-time Family Time Facilitators and Access Assistants. Part-time Family Time Facilitators shall not be scheduled for any more than three (3) Saturdays in any given month unless otherwise agreed.

Reception desk coverage will be provided at the Society between 8:30 am to no later than 8:30 pm Monday to Friday and on Saturday between 8.30 am to 3:30 pm. If New Year's Eve falls on Monday to Friday, the hours of the Access Centre and Reception will be as per the office hours for that day.

SCHEDULE "D"

COMPULSORY BENEFIT	DESCRIPTION	PREMIUM PAYMENT	
		EMPLOYER	EMPLOYEE
EMPLOYER HEALTH TAX	Payment of medical bills and standard hospitalization public ward rate based on the Ontario Health Insurance Fee Schedule.	100%	
GROUP LIFE	Life insurance based on annual income x 2 to a maximum of \$275,000.	85%	15%
ACCIDENTAL DEATH AND DISMEMBERMENT	Equal to the life insurance benefit.	85%	15%
LONG TERM DISABILITY	Existing plan or equivalent or better including: 66 2/3 of monthly earnings up to a maximum benefit of \$7,500. /month upon qualification. A copy of the Long-Term Disability Policy shall be forwarded to the Union.	85%	15%
<u>PENSION PLAN: O.M.E.R.S</u>	Retirement income at age 65 or 85/90 factor (combination of years of service and age).	Matching Contributions	100%

SCHEDULE "D" (Cont'd)

VOLUNTARY BENEFITS	DESCRIPTION	PREMIUM PAYMENT	
		EMPLOYER	EMPLOYEE
EXTENDED HEALTH CARE * Effective May 1, 2023	Existing plan or equivalent or better including: <ul style="list-style-type: none"> • Prescription drugs • Semi-private hospital care • vision care \$350/24 months (or every 12 months where there has been a change in prescription) • Eye examinations paid for by Society every twenty-four (24) as per the usual and customary rate as defined by the benefit carrier • Psychologist/Social Worker/Psychotherapist: \$1500 per calendar year* • Chiropractor, Naturopath, Osteopath, Speech Therapist, Chiropodist/Podiatrist: \$600 per calendar year per type of practitioner* • Registered Massage Therapist (physician recommendation required): \$900 per calendar year* • Physiotherapy/Occupational Therapy: \$900 per calendar year* • Wigs and Other cancer related necessities to a maximum of \$1,000 • Prosthetics to a maximum of \$1,000 per year; • Hearings Aids to a maximum of \$1,500 every 2 years. 	85%	15%
DENTAL COVERAGE	Unlimited coverage of basic dental services in accordance with the current O.D.A. fee schedule.	100%	
VOLUNTARY ACCIDENT	Additional accident insurance in the amount from \$10,000 to a maximum of \$200,000, in \$25,000 increments.		100%
VOLUNTARY LIFE	Additional group life insurance in the amount from \$10,000. to \$250,000 in \$25,000 Increments.		100%
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM		100%	

LETTER OF UNDERSTANDING RE: LAYOFFS

BETWEEN

DURHAM CHILDREN'S AID SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3223**

There shall be no layoffs of permanent bargaining unit members employed at date of ratification, effective from date of ratification until March 31, 2025.

It is further understood and agreed that the Society's commitment outlined herein is effective for this period only, and shall automatically expire.

On or after this period, the parties shall meet to discuss the possibility of extending the above noted commitment. In doing so, the parties shall review service statistics, funding formula and other relevant matters.

The Union undertakes that should the funding allocation to the Society for the period of time outlined in the first paragraph of this Letter of Understanding significantly change the Society's financial profile, the Union agrees to meet with the Employer to discuss redeployment/reassignment and any other options that may be required.

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

Michelle Duguid

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

X. Joffe

Odette Laroche

[Signature]

[Signature]

T. Rinningt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

**LETTER OF UNDERSTANDING RE: Vacant shifts and Part-time Employees
(Access Centre) CALL IN PROCEDURE**

**BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223**

When a shift becomes available due to illness, vacation or other reason, the employee who is attempting to find coverage for that vacant shift or shifts will fill the shift based on rotational seniority and availability. Each employee must provide their availability monthly. Any employee that does not provide updated availability will have their availability as status quo and will not be contacted for any shifts that are outside the indicated previously provided availability.

Rotational seniority shall mean if three shifts are available, the most senior part time who is not already on the posted schedule, will be offered one shift, the next senior the next shift and so on until all remaining shifts have been distributed.

A shift will be deemed to be offered whenever a call or electronic communication is placed. Failure to make direct contact with an employee will result in the offer of the available shift being made to the next senior employee that has indicated their availability. It will be understood by all parties that if the shift needs to be filled within 24 hours then the shift filling may happen as noted above. If the expected vacant/available shift exceeds 24 hours before the shift, the call back time frames will be 20-minute increments.

Any available shift that is vacant 48 hours or greater in advance of such vacancy shall be identified via an email transmission to all available employees identifying the vacancy and the most senior person to respond within 12 hours shall be scheduled.

It is further understood that seniority does not equate to the most hours and that some employees, even though they have greater seniority, may have fewer hours. Any employee who has reached the maximum hours will not be called, regardless of seniority.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Michelle English

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

X. Affin

Odette Lewis

[Signature]

[Signature]

T. Rinning

Date: *8 Mar 2023*

Date: *8 Mar 2023*

**LETTER OF UNDERSTANDING RE: VACATION PAY FOR PART-TIME
EMPLOYEES WITH VARIABLE HOURS**

**BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223**

For part time employees who have variable scheduled hours, Article 20.03 and 20.04 continue to apply regarding the annual calculation for vacation entitlement but it shall be calculated as a percent of bi-weekly earnings as follows:

- (i) 20 working days vacation = 8%
- (ii) 21 working days vacation = 8.4%
- (iii) 22 working days vacation = 8.8%
- (iv) 23 working days vacation = 9.2%
- (v) 24 working days vacation = 9.6%
- (vi) 25 working days vacation = 10%

With less than twelve (12) months employment the annual vacation period shall be pro-rated. The calculation will be based on the percent of earnings applicable, and shall be paid out quarterly following date of ratification. Payments will be on the second full pay period of March, June, September and December.

Effective no later than June 30, 2015 vacation pay will be deposited on each bi-weekly deposit (change from Quarterly payment).

Scheduling of vacation time taken will continue to occur as per the Collective Agreement.

This agreement shall remain in force for the life of this Collective Agreement.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Mitchell English

[Signature]

[Signature]

R. Williams

T. Meenan

[Signature]

X. Pappas

Odette Harris

[Signature]

[Signature]

T. Rinningt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: SAFE AND HEALTHY WORKPLACE

**BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223

The Employer and Union recognize their joint obligation to:

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

The parties agree that the Employer has a responsibility to inform Employees about known unsafe working conditions or those which ought reasonably to be known. The parties agree that employees have the right to refuse to perform unsafe work in accordance with the Occupation Health and Safety Act.

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

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

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

Where a worker or supervisor becomes aware that providing services to a client poses a safety risk that may expose the worker to harm, the worker or supervisor will discuss the safety risk and develop a worker safety plan which may include co-teaming and/or other supports.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

M. J. McGillivray

[Signature]

[Signature]

R. Williams

T. Meenan

[Signature]

[Signature]

Odellia Harris

[Signature]

[Signature]

T. Rinnigt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: WORKLOAD
BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223

PART 1 – MANAGEMENT RESPONSIBILITIES

1. The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of each employee. The Society recognizes that the issue of workload is of serious concern to all bargaining unit employees, regardless of their job title and that the Ministry's administrative and documentary requirements need to be met in order to maximize the Society's eligible funding.

2. The Society and Union recognize that workload can fluctuate and should be reviewed on a regular basis, with the goal of fair, reasonable and equitable distribution of workload. The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These may include, but will not be limited to the following:
 - a) conduct Society-wide reviews on a periodic and as required basis, sharing the results with the Union and staff;
 - b) ensure regular ongoing supervision as required
 - c) endeavour to afford employees vacating any positions reasonable opportunities to complete documentation requirements prior to their last day of work;
 - d) The Society will fill vacancies of planned leaves, retirements, and resignations as quickly as possible (as per Article 15.08)
 - e) Prior to retirement and/or a planned leave, the Supervisor shall meet with the employee to establish a plan for the employee to complete and/or transfer files.
 - f) Assign cases based on equitable distribution and volume of workload, the individual's skill level and experience, current workload and anticipated workload fluctuations as well as the following:

- number of cases before the court
- number of designated high-risk cases
- number of supervised visits
- amount of required driving time
- leaves of absence, vacations, and illness
- team coverage and number of workers on a team
- service and time demands, including training
- the needs and resources of the Society
- introduction of new technologies and/or systems
- complexity of cases
- number of deadlines and timing of such
- committee work expectations including work pursuant to the Collective Agreement
- number of high profile and/or contentious files
- need for client translation services
- field instruction expectations, coaching and mentoring
- number of other duties on the job and other assigned tasks

Workers in consultation with their supervisors, shall be responsible for ensuring that there is coverage for (including, but not limited to): access visits, recordings, client visits, plan of care meetings, court appearances, required high risk visits, back up days, etc., during worker absences.

3. The Society will make its best efforts to achieve the following caseload ranges taking into consideration the above criteria. It is the goal of the Society to achieve the following:

Function	Caseload Range	Maximum
ISCC	11-14 Community Links (with ISCC telephone duties)	16
	25-30 Community Links (with no ISCC telephone duties)	35
Family Service**	8-11 new investigations per month	12 new investigations
	13-15 Blended caseload	16
Child, Youth and Family Connection Worker	15-18	20
Kinship Services	15-18 (incl of no more than 5 assessments)	20
Permanency Resources	18-22	24
Recruitment	2-5 active home studies	6 active home studies
	10-12 inquiries/providers	14 inquiries/providers

****With respect to FSW, the above-noted ranges and maximums would be applied in a manner illustrated by the examples:**

- (a) A FSW opens an investigation case on Monday and the case is closed on Tuesday. For workload purposes, it would count as a “new investigation” for the month it occurred in. This case would count as a blended caseload on the Monday and Tuesday and it would no longer count on Wednesday.
- (b) A FSW opens an investigation case on Monday and subsequently becomes an ongoing case. For workload purposes, it would count as a “new investigation” for the month it occurred in and count as a blended caseload until closure. The Society will make every effort to ensure that an individual worker’s caseload will not exceed the above_maximum levels at any time.

Note: when the worker has a mixed caseload covering more than one area of service, the caseload number for that worker shall be adjusted based on an average percentage weighting of the caseload numbers in those service areas that the worker is involved in.

The Society 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 same function bargaining unit employees. In circumstances, where temporary coverage of work is required, up to 4 weeks, it will not be designated as a permanent case/work assignment in the ranges specified above. Coverage of work, along with the other considerations listed in section 2 (f) 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 2 – DISCUSSION FORUMS

1. The Society and the Union agree to review workload issues by the following means:
 - Joint Workload Committee
 - i. The purpose of the workload committee is to make recommendations to the Leadership Team on workload issues relating to Society employees and the impact of factors on workload. These factors include but are not limited to: funding; child welfare protection training; ministry standards and guidelines; Society standards, policies and procedures; legislative changes; as well as those listed in 2(f) above. The Workload Committee will report to the Leadership Team on a quarterly basis or as requested by either party.
 - ii. The Workload Committee shall forward issues to the Leadership Team where resolution of the issue is beyond the scope of the Committee. Such referral

may be with or without recommendations.

- iii. The Executive Director or designate will provide a formal response to the Workload Committee within ten (10) working days. If additional time is required to respond the Committee shall be notified of the anticipated time required to respond. Should a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee and the Workload Committee will revisit the issues that led to the recommendation.
- iv. The Workload Committee will be comprised of up to four (4) representatives appointed by the union, one of whom shall be the President of the Local or their designate, and three (3) representatives of management. Given the key focus of the Workload Committee is to effectively address issues related to caseloads and/or workloads the parties commit to appoint representatives with a working knowledge of caseload/workload issues. A management or union representative shall chair the Committee on an alternating basis.
- v. The Workload Committee may also consider a review of systemic workload issues referred to it by the Labour/Management Committee. In this circumstance the Workload Committee will be able to review workload issues with any Society staff they deem appropriate to acquire sufficient knowledge of the issue in order to make recommendations.
- vi. The Committee may meet monthly but at a minimum shall meet six (6) times annually.
- vii. The Workload Committee shall be provided all available caseload statistics and information regarding leaves of absence known to be three (3) months or more, on a monthly basis and this will be a standing item on the agenda. For the purposes of the intake statistics a copy of the redacted case assignment chart for the previous and current month will be made available for review by the committee.
- viii. When an employee triggers a formal workload assessment, the committee will be notified and receive and copy of the workload assessment and kept apprised of the steps being taken to resolve the issue.
- ix. The Committee shall be advised in writing, within ten (10) working days of the conclusion of the workload assessment/review.
- x. The Workload Committee will report to the Labour/Management Committee on a quarterly basis or as requested.

PART 3 - WORKLOAD ASSESSMENT PROCESS

In the event that the worker or supervisor identifies that the workload is determined to be at an exceptional level a plan will be put in place to address this. The plan needs to be developed no later than five (5) working days from the identification of the workload issue. A worker's caseload exceeds the upper limit of the caseload range (as specified above) a workload assessment will be initiated by either the supervisor or the worker within five (5) working days. If during the workload assessment, issues with respect to the management of the worker's caseload are raised and cannot be resolved to the worker's and/or supervisor's satisfaction, the Supervisor will involve the applicable Service Director to

explore alternatives toward the resolution of the identified issues. The Service Director will provide a written response to the worker within seven (7) days of the meeting.

1. The Society agrees that workload assessments of bargaining unit employees will take into account the factors identified in Part 1 2 F:
2. Regular Workload reviews will include:
 - Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's caseload number will exceed the caseload maximums specified above.
 - Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's workload will become unreasonable.
 - Identify a step-by-step plan to complete the assessment process and the outcome to resolve the workload issues.

When a formal, written workload assessment is undertaken the following process will be followed:

1. A meeting between the supervisor and employee will be held within no later than five (5) working days of the request. The purpose of the meeting is to develop a plan to address workload issues including agreed upon solutions. An employee has the right to have union representation at the meeting at their request. Solutions will be in writing and, if mutually agreed, signed by all parties. Solutions may include but are not limited to the following:
 - Redirecting cases.
 - Protecting recording time.
 - Additional training to support skill development.
 - Development of a workload management plan.
 - Addressing factors found in Part 1 (2f)
 - Administrative Support and Assistance
 - No new files assigned for an identified period
 - Other remedies, as appropriate.
2. If during the workload assessment, the issues are not able to be resolved, the supervisor will involve the Service Director to explore alternatives toward the resolution of the identified issues, the Service Director will provide a written response to the worker within seven (7) days of the meeting.
3. If the issue is not resolved, the Service Director will refer the matter to the Director of Service who will provide a written response to all parties (including the Workload Committee) within ten (10) working days.

Recording Days:

1. Supervisors and employees will work together to schedule protected time for employees to complete case documentation and/or work.
2. Whenever possible and if required, recording days shall be pre-scheduled on a monthly basis and shall be subject to supervisory approval and service needs.

Should attendance to service needs result in the cancellation of the protected recording days and, if a recording day is still required every effort will be made to reschedule these days.

3. The Society agrees that workers are responsible to effectively manage coverage for one another when workers use an approved protected work day. Such protected workdays will be pre-scheduled and will be subject to supervisory approval and service needs. Should these protected workdays be cancelled, all reasonable efforts will be made to schedule alternate days if they are still required.

Scheduling of Vacations and Court Appearances:

1. In preparation for a scheduled vacation, an employee will discuss with the supervisor a mutually agreed upon length of protected time necessary for the worker to ensure that up-to-date summary recordings and current case notes are on file and appropriate arrangements have been made for completing related duties.
2. In court matters where it is not expected that the employee will have to testify, but an employee with knowledge of the file is required to attend, the Society shall assign another employee who has knowledge of the file to perform this duty. The Society may elect to have a supervisor attend
3. When an employee agrees to a request by the employer to change their vacation or is court ordered to attend a court hearing during scheduled vacation time, the Employer shall reimburse the employee for such vacation related expenses for which receipts are provided to the Employer. All provisions of the Collective Agreement pertaining to court appearances during scheduled vacations shall apply.

Workload Dispute Procedure:

It is desirable to both parties that workload disputes are dealt with by mutual agreement and to the satisfaction of both parties. Therefore should a workload dispute arise between the parties that has not been resolved at the Director of Service level, specifically where the Director of Service fails to provide a written decision with specific undertakings within the above specified timeframe, where specific undertakings are provided to an individual employee and the Society fails to implement the specific terms of that decision within any timelines specified in the decision, or where either party has not met their obligations as outlined in this letter, the dispute shall be referred to mediation/arbitration as follows:

The dispute will be referred to mediation with the goal of finding a mutually agreeable solution to the workload situation

To expedite the matter, a list of mutually agreed upon mediators will be determined within sixty (60) days of ratification and maintained by the parties.

Should no solution be found in mediation the dispute may be referred to arbitration. The remedy sought by the referring parties shall be limited to the parameters found in this letter. The scope of Arbitrator shall be limited to identifying a breach to this letter and the specific undertakings of the parties to meet their obligations.

The Society recognizes that workload may impact on an employee's work performance. The Society shall take into account any workload issues when implementing discipline or discharge as a direct result of an employee's work performance while adhering to the principle of "just cause" in accordance with Article 13 of the Collective Agreement.

This letter of understanding shall be effective for the term of this Collective Agreement.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Michelle English

[Signature]

[Signature]

R. Williams

T. Meunier

[Signature]

X. Puffer

Odette Louis

[Signature]

[Signature]

T. Rimmigt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: PROGRAMS

**BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223**

From time to time, the Employer may decide to provide overnight programs. At the same time, the Employer recognizes that certain employees may, opt out of attendance and participation in such programs.

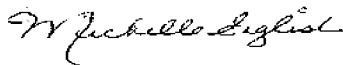

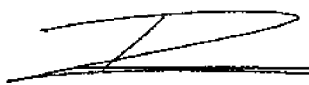

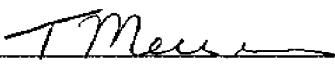
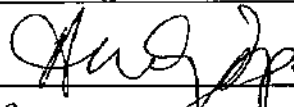
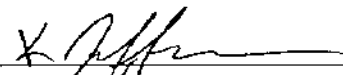
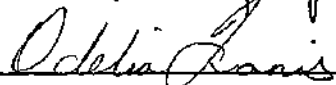
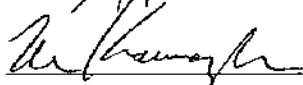

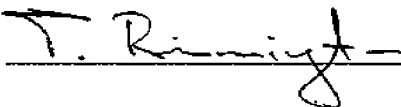
Where the Employer decides to establish such a program, it will first advise affected staff of the program and staffing requirements. Employees will be canvassed as to their wishes to participate in the program.

Rates of Pay

On the starting or finishing day of the program, employees designated by the Employer to staff the program will receive their regular rate of pay for all work up to a maximum of twelve (12) hours. For every completed twenty-four (24) hour day of program, those employees will receive twelve (12) hours of pay at their regular rate. Extenuating circumstances during these programs that result in more than 12 hours of work in the 24-hour period will be addressed as per Article 18. All such hours will be recorded and either paid or treated in accordance with Article 18 of the Collective Agreement.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

 _____	 _____
 _____	 _____
 _____	 _____
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 _____	_____
Date: <u>8 Mar 2023</u>	Date: <u>8 Mar 2023</u>

LETTER OF AGREEMENT RE: JOB SHARE
BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223

This Agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this Agreement and the Collective Agreement, this Agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

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

The parties agree that job sharing may be terminated by either party to the Collective Agreement by giving sixty (60) days written notice of their intention to do so. If notice is provided, the parties to the Collective Agreement shall meet to discuss. Should this agreement be terminated, or any job share arrangement be eliminated, employees involved in job sharing arrangements shall be given at least thirty (30) days written notice and point 26 will be applied.

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

1. Each job sharing arrangement will replace one (1) full-time bargaining unit position for the duration of the job share agreement. The position may be filled equally or on a proportional basis but no less than a 60/40 split.
2. Job sharing will not result in the reduction of the number of full-time equivalency positions within the bargaining unit unless agreed to by both parties.
3. A request for a job-sharing arrangement by two employees who have completed at least two (2) years service with this Society and who are without documented performance that is below standard in those two (2) years, shall be made in writing to the Manager of Human Resources with a copy to the employee's supervisor, the Manager and the Union. Where the Employer receives a request from employees who may not have completed the two (2) years service requirement, the Employer may grant the job-share arrangement.
4. Any new job share arrangement entered into will be on a trial basis for the first twelve (12) calendar months. At the conclusion of the ten (10) month period the arrangement will be reviewed and either cancelled, continued or revised. Once a new job share arrangement has been continued, there is no further trial period for a new job share partner.

5. The employee(s) must be qualified to perform the duties of the shared job.
6. The division of hours of any job share arrangement, in addition to the terms in this Agreement, shall be agreed to in writing by the Supervisor and the two (2) employees who are entering into the job share arrangement prior to the arrangement being confirmed. A copy of the arrangement will be forwarded to the Union, Payroll, and to Human Resources to place on the employee files.
7. Seniority and service will accumulate for all purposes during the job-sharing period (except as required by O.M.E.R.S.).
8. Union dues will be paid on the same percentage basis as all other bargaining unit positions.
9. Job sharing requests will only be considered if the employees who make the request commit to the job-sharing position for a minimum of twelve (12) months. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant as outlined in Article 15.
10. If one of the job sharers terminates the job-sharing arrangement by either accepting another position or terminating employment, the job share agreement is deemed to be terminated for both unless twelve (12) applies. Any employee holding a job share position will provide at least one (1) month written notice of their intent to terminate the job share agreement.
11. If the conditions described in (10) above take place the remaining job sharer shall revert to regular full-time employment unless (12) applies.
12. If the remaining job sharer and the Employer wish to continue the job-sharing arrangement, the job sharer and the Employer will have six (6) months to find a new job-sharing partner. The Employer will post the job-share vacancy. During the period of the search, the remaining job sharer may be required to work full-time. Should the position not be filled, the Employer reserves its right to require full-time hours either by the remaining partner or by eliminating the job share positions.
13. If one of the job share partners is going on pregnancy and/or parental leave and the Employer wishes to fill the vacant position, the remaining partner will have the option of filling the position on a full-time basis for the duration of the leave.

If the job share partner does not wish to revert to full-time hours, the Employer shall post and attempt to fill the vacant position in accordance with article 15.

Should the position not be filled, the Employer reserves its right to require full-time hours either by the remaining partner or by eliminating the job share positions.
14. The job sharer will be paid the appropriate pro-rated amount of the annual salary for the position being shared. The individual employee's salary for the position will be determined by their length of service.
15. Each job sharer will be entitled to the appropriate pro-rated daily rate of a regular full-time employee for designated paid holidays, floater days, vacation entitlement and sick leave benefits as per the Collective Agreement.

16. Each job sharer will receive the appropriate pro-rated amount of any other full-time entitlement in policy or the Collective Agreement unless otherwise expressly agreed to by the Employer.
17. All benefits will continue to be made available to employees who job share subject to insurance eligibility rules. The Society will not be required to contribute or pay premiums or provide benefits that exceed the costs of the benefits for one employee in the full-time position.
18. Premium payments required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments must be provided to the Society as a condition precedent to their participation in the benefit programme.
19. Each job sharer is to average the appropriate proportion of the basic work week of a regular full-time employee for the position that is job shared. The work schedules and workloads of the job sharers will be determined by the supervisor in consultation with the job sharers.
20. Each job-sharing arrangement will be reviewed at least annually by the Employer in consultation with the job sharers, to ensure that the arrangement is working in accordance with the needs of the Society, and the employee's.
21. The responsibility will lie with the job sharers and their supervisors to inform each other of the content of team/Society meetings and to keep themselves informed of all team/Society activities.
22. Mandatory attendance at Court during regularly scheduled non-work days will require lieu-time arrangements and overtime will not be paid.
23. Overtime for job sharers will be considered as authorized hours worked in excess of the normal job share hours of work of that employee and will be compensated for as by Article 18 of the Collective Agreement.
24. All earned vacation and overtime accrued through full-time employment will be taken or compensated prior to initiation of the job-sharing position, unless by mutual agreement.
25. Workers involved in job sharing arrangements will continue to be members of CUPE Local 3223.
26. At the conclusion of the job share agreement the most senior job sharer will remain in the full-time position. The less senior job sharer will be placed into the same position held prior to the commencement of the job share agreement if available. If the former position no longer exists or is not available, the employee may exercise seniority rights as per Article 17 of the Collective Agreement. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

27. The Society will not incur any increased costs except those administrative costs directly relating to two people on staff sharing a position normally filled by one person.

- i.e. two salary reimbursements instead of one
- two personnel files instead of one
- two performance reviews instead of one
- counselling and dealing with two employees instead of one

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Nicholls English

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P. Allum

T. Meunier

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T. Rinnigt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: DEFERRED SALARY LEAVE PLAN

BETWEEN DURHAM CHILDREN'S AID SOCIETY AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223

The parties mutually agree the following represents a list of terms/conditions which are included in our Deferred Salary Leave Plan (i.e. Self-Funded Leave of Absence, 4 Over 5 Leave), which is established to satisfy the definition of a prescribed plan or arrangement as defined in the Income Tax Act and its Regulations.

- The Plan would provide employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of 20% of gross salary accumulated over the four (4) year period immediately prior to the leave.
- All regular full-time employees, who have completed probation, would be eligible to apply.
- Approval of individual requests to participate in the Plan would rest solely with the Employer. Competing requests approved by the Employer shall be granted on a seniority basis.
- Seniority shall accumulate and union dues be deducted during the leave.
- All provisions of the Plan would be subject to regulations governed by Revenue Canada.
- Salary would be deferred for four (4) years and the leave taken in year five (5).
- The Employer would establish an arrangement with a financial institution to ensure that amounts deferred by an employee would be held in trust, and that income earned by the trust would be paid to and taxed annually in the hands of the employee.
- The funds held in trust would not be accessible to the employee until the year of the leave, or until such time as the employee withdrew from the plan. The deferred salary plan income shall be paid out to an employee in accordance with the Society's pay schedule.
- As tax would have been deferred, a source deduction would be made for income tax and other statutory deductions upon release of the funds to the employee. All deferred amounts must be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.
- If the employee wishes to continue benefit coverage during the leave of absence and if the employee is deemed eligible by the benefit carriers, then the employee would pay 100% of the premiums and would be required to inform the Employer of their decision in writing, one (1) month before the commencement of the leave.
- The Plan is not established to provide retirement benefits.
- In all situations where an employee left or withdrew from the Plan prior to taking the leave, all funds including account interest accumulated would be returned to the employee within sixty (60) days, unless outside of the Employer's control, subject to statutory deductions including union dues.

- On return from deferred salary leave the employee will be placed in the position the employee most recently held with the Employer if it still exists. If the position no longer exists 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 their seniority rights pursuant to Article 17.
- During the leave of absence, the employee would not be entitled to receive any salaries or wages from the Employer except the amount deferred plus any accrued interest. As well, during the leave the employee would not accumulate nor be entitled to salary increments, statutory holidays, sick, vacation or other leave.
- No amendment could ever be made to the Plan which would prejudice any tax ruling which was applicable to the Plan prior to the amendment.
- CPP and UIC deductions would be made in accordance with the statutory requirements.
- OMERS would be calculated on 100% of contributory earnings, or normal salary rate, for the four (4) years during which the member was at work. The fifth year would be treated as Broken Service, purchasable by the employee at double contributions.
- No Record of Employment (ROE) would be issued as a result of the leave as there would be no interruption of earnings.
- Employees enrolling in the Deferred Salary Leave Plan would be required to acknowledge that Revenue Canada would be the final determiner of the income tax payable by the individual before, during and after the deferral; and that the Children's Aid Society of the Durham Region would not be liable for any income taxes payable by the individual on deferred salary amounts.

This Agreement is subject to Revenue Canada and its terms and conditions which would also be subject to each party's agreement.

Any fees or costs incurred to obtain approval of this Plan by Revenue Canada shall be borne equally by each party.

LETTER OF UNDERSTANDING RE: CASUAL EMPLOYEES
BETWEEN
DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3223

Casual Employee

A casual category applies only to non-regularly scheduled Family Time Facilitators and Client Reception.

A casual employee may be utilized for a period of time not exceeding three (3) days, with the exception of peak vacation hours.

Prior to utilizing a casual employee, the employer will make every effort to utilize part-time employees already employed within the Access Program and client reception. In the event a part-time employee is unavailable to work on a specific day, or for a specific number of days not exceeding three (3) days in length (excepting peak vacation periods), the employer may utilize casual staff. The employer will undergo the process listed above prior to each one to three-day period in which it seeks to utilize a casual employee.

Casual employees shall provide their availability to work with the employer and update their availability should it change. At all times, the stated availability must not be less than two (2) shifts per week except during vacation or other approved leaves of absences or otherwise mutually agreed between the employee and his-her supervisor. A casual employee has the right to accept or decline the offer of work each time s/he is called except that refusal to accept three (3) consecutive offers of work, within 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.

The supervisor will maintain a roster of individuals for use on a casual basis, this number shall not exceed six (6) employees in the Access Program, and two (2) in Client Reception.

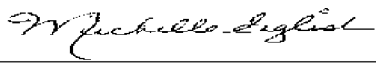

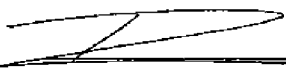

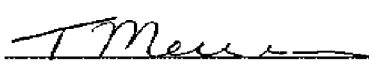
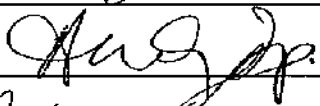
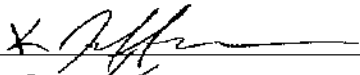
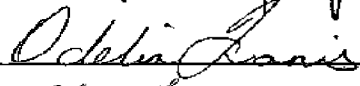
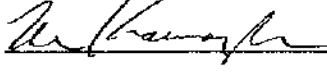

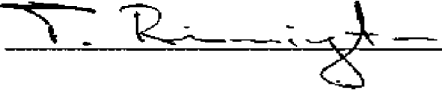
- a) Casual employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles: Seniority, Promotion and Staff Changes, Layoff and Recall, Paid Holidays, Vacation, Medical Leave, Leave of Absence, Benefit Plan, Pension and Retirement and wage progression.
- b) Casual employees are entitled to receive pay for the statutory holidays listed in Article 19 providing they are eligible or qualified for such pay as set out in *the Employment Standards Act*.

- c) Casual employees shall receive vacation pay in accordance with the *Employment Standards Act*.
- d) All casual employees shall be on probation for the first 880 hours of their active work. The probationary period shall at no time exceed twelve (12) months.
- e) Where a casual employee receives an appointment to a regular full-time or part-time position, at any time, and the appointment is to a position which is not the same as the position to which the employee is incumbent, 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 880 hours of active work for part-time employees from the effective date of appointment. The total probationary time in the new position shall at no time exceed twelve (12) months.
- f) Casual employees may apply for job postings as set out in Article 15.
- g) Casual employees shall receive the sum of eight (8%) percent in lieu of benefits (Dental Plan, Extended Health Care, L.T.D., and Group Life) after three (3) months of employment (on all hours worked up to a maximum of 33.75 hours per week).
- h) Progression from one step on the pay grid to the next higher step, as long as they remain a casual employee, shall occur after twenty-four (24) months of continuous service (inclusive of maternity/parental leave and leaves of absence of thirty (30) days or less). A break in continuous service shall extend the progression to the next step by the length of the break.
- (i) Notwithstanding c) above, the parties agree to grandparent Casual Receptionists for the purpose of seniority as outlined in a joint letter to file.

This letter of understanding shall be in effect for the term of this Collective Agreement.

Signed on behalf of THE CANADIAN UNION OF PUBLIC EMPLOYEES and its local 3223

SIGNED ON BEHALF OF THE DURHAM CHILDREN'S AID SOCIETY

	
	
	
	
	
	
Date: <u>8 Mar 2023</u>	Date: <u>8 Mar 2023</u>

LETTER OF UNDERSTANDING

RE: BENEFITS FOR EARLY RETIREMENT

BETWEEN

**DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3223**

Effective for the term of this Collective Agreement following the date of ratification, where an employee between the ages of 60 and 64 inclusive takes early retirement and wishes to continue benefit coverage for Extended Health Care and Dental Care subject to carrier rules and regulations, the Society will pay for the cost of the above benefits based on the following formula: the percentage of premium paid will be two (2) times the Employee's years of service with the Society at early retirement up to age sixty-five (65). The Society shall process the employee's payment for such benefits, once approved by the benefit carrier.

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

W. Juchello, English

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[Signature]

P. Allum

T. Meunier

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X. Piffers

Odette Paris

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T. Riniygt

[Signature]

Date: *8 Mar 2023*

Date: *8 Mar 2023*

MEMORANDUM OF AGREEMENT

RE: SCHEDULING DIFFICULTIES FOR AFTER HOURS SERVICE

BETWEEN

DURHAM CHILDREN'S AID SOCIETY AND CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3223

The parties mutually agree that the following represents a list of terms and conditions which are to be followed by the Society to resolve scheduling difficulties for the After Hours after-hours service:

Definitions:

1. Scheduling difficulties are defined as: Those instances whereby the regular After Hours employees have been canvassed and none are available to cover a shift or shifts as required.
2. Eligible employees are defined as authorized child protection workers.
3. A shift shall be:
 - a. 4:30 p.m. to 8:30 a.m. – each of Monday, Tuesday, Wednesday and Thursday
 - b. Friday 4:30 p.m. to Monday 8:30 a.m. (and paid holidays)

Guidelines:

1. This Employer shall endeavour not to utilize this Agreement more than twenty (20) times per year, excluding coverage for team meetings and training of After Hours employees, unless agreed to by the parties.
2. The After Hours Service Supervisor will maintain a Scheduling List of eligible employees.
3. The After Hours Service Supervisor will provide the Union with an up-to-date copy of the Scheduling List.
4. This agreement may be cancelled by either party by giving thirty (30) days written notice.

Process:

1. Upon the signing of this Memorandum of Agreement eligible employees will be canvassed as to their willingness to be placed on the Scheduling List. The After Hours Service Supervisor may, from time to time, re-canvass eligible employees.

2. Upon the signing of this Memorandum of Agreement the After Hours Service Supervisor will draw up a list from those eligible employees who wish to be placed on the Scheduling List. This initial list will be sorted by Bargaining Unit Seniority. Any future employee additions to the List will be added to the bottom and no further sorting of the List will occur except as defined within this Memorandum of Agreement.
3. When a scheduling difficulty occurs and is known more than two (2) hours before the commencement of the shift, the After Hours Service Supervisor contacts all eligible employees with a response deadline of 3:00 p.m. with the most up-to-date Scheduling List. Shifts(s) is assigned in the order of the List with eligible employees who have expressed interest and availability.
4. Where an employee is on leave of any kind they must advise the After Hours Service Supervisor and no offers of shift(s) will occur during such leave and the employee will maintain their position on the list when they return to work.
5. Where an employee accepts the shift(s) or part of a shift(s) their name will be rotated to the bottom of the Scheduling List.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Michelle English

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[Signature]

P. Allam

T. Meunier

[Signature]

X. Affin

Odette Laroie

[Signature]

[Signature]

T. Rinningt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING

**RE: SOCIAL WORK AND SOCIAL SERVICE WORK ACT, 1998.
BETWEEN
DURHAM CHILDREN'S AID SOCIETY
-AND-
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3223**

1. The parties agree that the Collective Agreement does not contain any job classification entitled "Social Worker" or "Social Services Worker" within the meaning of the *Social Work and Social Services Work Act, 1998*.
2. If any employee(s) is required by this Act to become members of the College, such employee(s) shall suffer no loss of employment or a reduction of wages and benefits as a result of the Employee not meeting the requirements and / or by nature of discipline imposed, under the *Social Work and Social Service Work Act*. Notwithstanding the above, the Employer retains the right to impose discipline or discharge in accordance with the Collective Agreement for such conduct.
3. Where any employee is required to submit an annual plan for developing skills to obtain or maintain required certification with the College, the employee may submit a copy of such plan to the Employer. Where the Employer concurs with the submitted plan, attendance at training will be as per Article 16.02.
4. Once the relevant portions of the Act are proclaimed, any employee who becomes a member of the College shall:
 - (a) notify the Employer within ten (10) working days of becoming a member, in writing.
 - (b) notify the Employer within ten (10) working days of termination of membership in the College, in writing.
5. Where the Employer is making a report to the College related to an employee, a copy of the report shall be immediately forwarded to the employee.

Signed on behalf of THE CANADIAN UNION OF PUBLIC EMPLOYEES and its local 3223

SIGNED ON BEHALF OF THE DURHAM CHILDREN'S AID SOCIETY

M. J. ...

[Signature]

[Signature]

P. Williams

T. ...

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[Signature]

Odette ...

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T. ...

Date: 8 Mar 2023

Date: 8 Mar 2023

TERMS OF REFERENCE RE: JOINT JOB EVALUATIONS

The parties agree as follows:

1. For the purpose of the Joint Job Evaluation exercise:

The Employer is:

Durham Children's Aid Society
1320 Airport Blvd
Oshawa, Ontario L1J 0C6

The Employees are:

All members of the Bargaining Unit as described in the Collective Agreement between the Durham C.A.S. and C.U.P.E. Local 3223.

2. PURPOSE

- a) To carry a Joint Gender-Neutral Joint Job Evaluation and Maintenance Program in accordance with the general objectives and principles set out in this Agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between C.U.P.E. Local 3223 and the Durham Children's Aid Society.
- b) To jointly implement a single gender neutral job evaluation system for all bargaining unit jobs within the Durham Children's Aid Society which will include these four main factors:
 - * skill
 - * effort
 - * responsibility
 - * working conditions

The factors and sub factors must measure all jobs being rated.

3. THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- (a) The parties will form a Joint Job Evaluation Committee which will oversee the implementation and maintenance of the job evaluation program. The Committee will be formed and commence their task no later than March 1, 1997.
- (b) The JJEC will have equal representation and participation from the parties, consisting of three (3) representatives from the Employer and three (3) representatives from the Local Union where possible, one from the A classification, one from the B classification and one from the support/other classifications. Each party will name one of their representatives as co-chairs.

- (c) The JJEC will set aside mutually agreed upon days in order to meet its mandate under these Terms of Reference. The Committee members will be made available on the appropriate meeting dates wherever possible and their attendance will not be unreasonably denied. The Committee will not meet unless all Committee members are present and available or unless otherwise agreed by both parties.
- (d) CUPE Local 3223 Committee members will be granted leave of absence with pay at regularly scheduled straight time rate and without loss of seniority for periods of time spent working on the joint committee. These members will continue to have all rights and privileges of the Collective Agreement.
- (e) Routine business decisions of the Committee shall be made by a simple majority. Decisions on the Job Evaluation System and the job ratings shall require a unanimous decision of the full committee and shall be final and binding upon the parties until such time as the job changes and the reconsideration procedure contained in Article 6 applies.
- (f) The Committee, from time to time, may determine that some documents and/or materials used by the Committee or contents of some discussions should not be confidential. The Committee will identify and agree unanimously on any documents, materials or discussions which are to be shared.
- (g) Either party to the Agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

4. MANDATE OF THE JJEC

The JJEC will choose, implement and maintain a Point Factor Job Evaluation System that is agreed to by both parties by:

- (a) mutually agreeing upon a point factor Job Evaluation System appropriate to the jobs of the bargaining unit;
- (b) evaluating all bargaining unit jobs;
- (c) maintaining the integrity of the JE Program for all bargaining unit members; and
- (d) recommending changes to the Job Evaluation System, its procedures or methods, as may be deemed necessary from time to time, to the parties.

5. JOB RATINGS SERVE TO:

- (i) group jobs having relatively equivalent point values (ie. banding);
- (ii) provide the basis upon which point value relationships between jobs are established;
- (iii) measure changes in job content.

Any future modification to the current wage classification system will be based on job rating and banding results.

Job ratings should not be construed as guaranteed or automatic adjustment to the current wage classification but will remain an issue of wage negotiations between the parties. It is agreed that the negotiations may be separate and apart from the collective bargaining process and shall occur in a timely fashion.

6. JOB EVALUATION PROCEDURES AND RATINGS

- (a) The following general procedure will be used to initially rate all jobs. Also, the procedure will be utilized whenever the Employer substantively changes the duties and responsibilities of the job(s), or when the incumbent(s)/Union feel that the duties and responsibilities of a job have substantively changed.

Step 1) A job Information Questionnaire will be completed by the incumbent(s) and the supervisor. The completed Questionnaire along with the job description will be submitted to the Committee. The Questionnaire should detail any changes to the job resulting from new or changed circumstances in the job. Where jobs have changed, the incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing an Evaluation Request form.

Step 2) Where further information is required, interviews will be held with the incumbent(s) and/or the supervisor or site visits may occur. The Committee will then submit the job Questionnaire to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job Questionnaire by the committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job Questionnaire will be signed by the incumbent(s) and the supervisor to signify their mutual agreement. Any change to education and/or qualifications must be approved by the Executive Director.

Step 3) The job will be rated, based on the agreed upon job Questionnaire and job description in accordance with the Job Evaluation System. The Committee may also use information obtained from interviews with the incumbent(s) and/or the supervisor and, if required, visits to the job site.

- (b) Whenever the Employer wishes to establish a new bargaining unit job, the following procedures will apply:

- (i) The Employer will prepare a draft Job Questionnaire and draft Job Description for the job and will establish a temporary pay grade based on the draft Job Description and draft Questionnaire;
- (ii) The job will be posted and any person appointed to the job will be paid the temporary pay grade;
- (iii) Within six (6) months from the appointment of an incumbent to the new job, the Employer will review the draft Job Description and finalize it in accordance with Article 25.01.

After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor will review the Job Description. The incumbent and supervisor will complete a Job Questionnaire.

The Committee will rate the job according to the Job Evaluation Procedure. The pay grade will be paid to each incumbent effective the date of their appointment to the job.

In the event that the pay rate of the job decreases as the result of this six (6) month re-examination of the job, the incumbents pay rate shall be red circled until such time as the agreed upon rate is equal to the pre-evaluated rate. Hereafter the applicable articles of the Collective Agreement shall govern progression on the salary grid.

- (iv) If the job is rated at a pay grade higher than the existing pay grade, the incumbent employees shall be placed in a step that is at least as high as its current rate of pay.
- c) In the application of the Job Evaluation System, the following general rules will apply:
- (i) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
 - (ii) Jobs are evaluated without regard to existing wage rates;
 - (iii) Jobs are placed at the appropriate degree level in each sub factor by comparing the specific requirements of the job to the sub factor definition, and the description of each degree level; i.e. - "factor by factor" analysis;
 - (iv) The job analysis and rating of each job will be relative to and consistent with the Job Questionnaire and ratings of all other jobs rated under the plan; i.e. - "within factor" analysis or "sore thumbing";
 - (v) No interpolation of sub factors degrees (i.e. midpoints) is permitted, unless otherwise agreed to by the parties.

7. MAINTAINING THE JOB EVALUATION PROGRAM

- (a) It is important that each party maintain accurate Job Questionnaires and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of one-third (1/3) of all positions annually. The committee shall mutually agree on the positions to be reviewed annually.

8. SETTLEMENT OF DISAGREEMENTS

- (a) In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the parties may request an advisor(s) to meet with the Committee and attempt to assist in reaching a decision.
- (b) Either party may, by written notice to the other party, refer the matter to an independent third party mutually agreed upon by the parties. Any fees or costs

incurred by the independent third party will be equally borne by the parties. The decision of the independent third party is final and binding on the parties.

These Terms of Reference do not form part of the Collective Agreement.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

W. Nicholls English

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[Signature]

F. Allham

T. Meunier

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X. Joffe

Odette Paris

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T. Riniy

Date: *8 Mar 2023*

Date: *8 Mar 2023*

RECRUITMENT PROCESS

It is the intent of the parties by agreeing to these guidelines to ensure a fair and consistent interview process for both internal and external applicants for bargaining unit positions.

Internal applicants:

1. Post as per the Collective Agreement.
2. Advise Union if vacancy is not being filled as per the Collective Agreement.
3. Human Resources Department to send written notification of receipt of internal applications.
4. Where an internal applicant's qualifications are questionable, the hiring supervisor will meet with the candidate to explore the candidate's qualifications to determine if the applicant will be offered an interview for the position. The applicant will be informed of the purpose of the meeting and given reasonable time to prepare.
5. Where any of the internal applicants clearly do not meet the posted qualifications of the position, the employer is not required to interview such applicants, and where there are no other suitable internal applicants the employer may proceed to address the external applicants.
6. Where it is determined that internal applicants do not meet the posted qualifications for the position and, therefore, will not be interviewed, the employee will be offered a career counselling session with their immediate supervisor to assist the employee in planning for their career development.
7. Where the employer decides an interview is required in order to determine whether or not one or more of the internal applicants possess the qualification, skill and ability for the posted position, and it is subsequently determined that none of the internal applicants will be hired, then the Employer will begin to process the applications of external applicants.
8. Where interviews of internal applicants are held, the applicants being interviewed will be advised of the following:

The type of interview (individual interviewer or panel) and who will conduct the interview or comprise the panel;

If presentations are required and if so, reasonable time will be given in advance for preparation.

9. Where an interview is held the interviewer or panel will ensure the following:
 - ❖ Attempts will be made to schedule interview appointments on the same day or within a short period of time, where there is more than one candidate.
 - ❖ Any phones in the interview room will be forwarded to voice mail, and interruptions, other than for urgent emergency situations, will not be permitted;

- ❖ Interviews will be conducted in the same manner, using the same set of questions, for all applicants to the competition;
- ❖ Notes of questions and responses will be taken;
- ❖ A consistent scoring process will be used for all applicants;
- ❖ All unsuccessful applicants will be offered the opportunity for feedback;
- ❖ The successful applicant shall be informed if the salary rate for the position is under review.

10. Notification to Employee and Union will be as per the Collective Agreement.

External applicants:

1. The Employer is at liberty to advertise externally during any posting period defined under the Collective Agreement.
2. A review of the external applications will be undertaken by Human Resources personnel.
3. No review of external candidates, for a given competition, will be undertaken by the hiring supervisor, or panel members, until the steps for internal applicants are completed for that competition.
4. All external resumes will be received and held in the Human Resources Department and will be distributed to the hiring supervisor and panel members, if applicable, once the steps for internal applicants have been completed, for each competition.
5. Interviews for external applicants, where held, will be as per steps 8 and 9 for internal applicants. It is recognized, however, that there may be exceptions where an external candidate's unique situation makes them unavailable for a personal interview, e.g. applicant is from out of Province. Where such unique circumstances exist the mode of interview will be determined by the Employer.
6. Successful candidates will be advised of the fact that a Union agreement is in effect.

The Employer agrees not to administer these guidelines arbitrarily, discriminatorily or in bad faith.

These guidelines do not form part of the Collective Agreement

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

BETWEEN

DURHAM CHILDREN'S AID SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3223**

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

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

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

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

M. Michelle English

[Signature]

[Signature]

P. Alliam

T. Meunier

[Signature]

X. Joffe

Odette Paris

[Signature]

[Signature]

T. Rinningt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: BENEFITS SAVINGS

BETWEEN

DURHAM CHILDREN'S AID SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3223**

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

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

Michelle English

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

X. Joffe

Odette Branis

[Signature]

[Signature]

T. Riniyt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: SUPERIOR PROVISIONS

BETWEEN

DURHAM CHILDREN'S AID SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3223**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4th, 2011 states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement and where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed Collective Agreement, unless mutually agreed locally by the parties. The parties to this Collective Agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this 2011-2015 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 2011-2015 Collective Agreement except by express agreement of the parties.

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

W. Michelle English

[Signature]

[Signature]

R. Williams

T. Meunier

[Signature]

X. Joffe

Odette Paris

[Signature]

[Signature]

T. Rinnigt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

**LETTER OF UNDERSTANDING RE: RESTRUCTURING, MERGERS OR
AMALGAMATIONS**

BETWEEN

**DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3223**

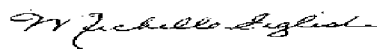
- i) The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Appendix B", and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.
- ii) HRAPs are intended to minimize adverse impacts during those integrations.
- iii) An employee who is subject to permanent layoff shall have the following entitlements:
 - a. be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
 - b. accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

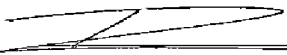
Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the applicable Collective Agreement. (see Article 17-superior provision for a and b above.)

*Appendix B will be appended in its entirety

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY






T. Meunier

X. Joffe

A. Kavanagh

T. Rainey



F. Williams

A. G. J. P.

Odelia Lewis

K. A. J.

Date: 8 Mar 2023

Date: 8 Mar 2023

Appendix A – CASPDT Consensus Agreement

HEALTH SPENDING ACCOUNT

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

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

Health Spending Account list of eligible expenses

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

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen, needles and syringes); does NOT include over the counter drugs (even if prescribed)
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)
 - Acupuncturists
 - Chiroprodists
 - Chiropractors
 - Christian Science Practitioners
 - Dental hygienists
 - Dentists
 - Dieticians
 - Naturopaths
 - Nurses
 - Occupational Therapists
 - Optometrists
 - Osteopaths
 - Pharmacists
 - Physicians
 - Physiotherapists
 - Podiatrists
 - Psychoanalysts
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Theraputists
- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
 - Artificial eyes
 - Artificial limbs
 - Crutches
 - Hearing Aid Devices
 - Orthopedic Shoes
 - Ileostomy or colostomy pads
 - Breast prosthesis
 - Laryngeal speaking aids
 - Limb braces
 - Oxygen tent or equipment
 - Incontinence supplies
 - Hospital bed
 - Walkers
 - Wheelchairs
 - Wigs
- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures or services
 - Cosmetic surgery if necessary for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of residence
 - Electrolysis or hair removal performed by a licensed technician
 - Hearing expenses including hearing aids and hearing ear dogs
 - Modifications to a home for person confined to a wheelchair
 - Preventive diagnostic, laboratory and radiological procedures
 - Surgical heart transplants performed by a physician
 - Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
 - Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
 - Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

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

LETTER OF UNDERSTANDING RE: Anti-racism and Equity

BETWEEN

**DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3223**

- (1) Anti-racism and equity shall be a standing discussion item on the Labour-Management Committee meetings.

Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223

SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY

Michelle Sigler

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

[Signature]

Odette Lewis

[Signature]

[Signature]

T. Riniy

Date: *8 Mar 2023*

Date: *8 Mar 2023*

LETTER OF UNDERSTANDING RE: FLEXIBLE WORK ARRANGEMENTS

BETWEEN

**DURHAM CHILDREN'S AID SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3223**

Effective no later than May 15, 2023, the parties agree that the Flexible Work Arrangements Policy (the Policy) shall permit eligible employees to work remotely for up to two (2) days per weeks subject to the terms of the Policy. This Letter of Understanding shall remain in effect until March 31, 2026 unless the parties agree to an extension in writing.

**Signed on behalf of THE CANADIAN
UNION OF PUBLIC EMPLOYEES and
its local 3223**

**SIGNED ON BEHALF OF THE
DURHAM CHILDREN'S AID SOCIETY**

W. Michelle English

[Signature]

[Signature]

P. Williams

T. Meunier

[Signature]

X. Joffe

Odette Paris

[Signature]

[Signature]

T. Rimmigt

Date: *8 Mar 2023*

Date: *8 Mar 2023*

CASPDT Human Resources Adjustment Plans (“HRAP(s)”)

**PROVINCIAL DISCUSSION TABLE (PDT)
CONSENSUS AGREEMENT
Between**

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as “CUPE”)

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as “OPSEU”)

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
(hereinafter referred to as “CEP”)

And

SIMCOE CAS EMPLOYEE ASSOCIATION
(hereinafter referred to as “SIMCOE CAS ea”)

And

CHILDREN’S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP
(hereinafter referred to as “THE EMPLOYERS”)

June 3rd, 2011

PREAMBLE

The Ministry of Children and Youth Services has made application for a regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PSLRTA. The parties herein agree to use their best efforts to 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 Society 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 Society designated as a Children’s Aid Society from a process which would give rise to the application of PSLRTA or the OLRA, if applicable to Children’s Aid Societies, including but not limited to the merger, amalgamation or transfer of existing child welfare employers.
- 3.04 “Local parties” is defined as the local trade union(s) and employers directly impacted by an integration.

ARTICLE 4 – SENIORITY

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective Collective Agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
 - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
 - (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date)

ARTICLE 5 – ACCESS TO WORK

- 5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:
- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
 - (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
 - (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
 - (d) Where there is more than one Predecessor Employer with a Collective Agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those Collective Agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
 - (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively,

the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.

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

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

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

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

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

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

Nothing in this Article is intended to deprive an employee of any other options upon layoff that may be available to that employee under the applicable Collective Agreement. (See Article 17-Superior provision for a and b above)

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.

Appendix "C" - 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 in Parts 9-16 of the Consensus Agreement above by their local principals.

c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.

d) Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT agreement the provisions of the local Collective Agreement shall be used to resolve such disputes.

e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local Collective Agreement such that Part 16(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:

i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.

ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".

iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.

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.

Signed on behalf of THE CANADIAN UNION OF PUBLIC EMPLOYEES and Its local 3223

SIGNED ON BEHALF OF THE DURHAM CHILDREN'S AID SOCIETY

[Handwritten signatures for the Canadian Union of Public Employees]

[Handwritten signatures for Durham Children's Aid Society]

Date: 8 Mar 2023

Date: 8 Mar 2023

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