



COLLECTIVE AGREEMENT

**The Windsor Essex Children's Aid Society
And
The Canadian Union of Public Employees And
it's Local 2286.2**

April 1, 2022 – March 31, 2025

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*Note – Greyed out language is not operational

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ARTICLES

ARTICLE 1 – PURPOSE OF AGREEMENT

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Society recognizes the Union as the sole and exclusive bargaining agent for all Child and Family Access Workers employed by the Windsor-Essex Children’s Aid Society, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 The Society shall provide the Union with job descriptions for any new position established by the Society. The parties shall meet to discuss whether such new positions fall within the scope of the Bargaining Unit. If the parties fail to agree, the matter may be referred to the Ministry of Labour or arbitration for final resolution.

ARTICLE 3 – UNION MANAGEMENT RELATIONS

- 3.01 The Society and the Union shall establish a committee to be known as the Union Management Relations Committee composed of three (3) representatives of the Society and three (3) representatives of CUPE Local 2286.2 and the President or their designate. Providing there is an agenda, the Committee shall meet at the request of either party quarterly, or more often as may be mutually agreed, for the purpose of discussing any matters of concern to the parties except grievances when in writing. Either party shall give notice in writing to the other of matters it wishes discussed at least one week prior to the meeting. The Committee shall make recommendations to the Union and the Society with respect to its discussions and conclusions.
- 3.02 No Employee shall be required or permitted to make a written or oral Agreement with the Society, which contravenes the terms of this Agreement.
- 3.03 Any mutually agreed upon changes to this Agreement shall be in writing and signed by the parties hereto and form part of this Agreement.

- 3.04 The Union will be given reasonable access to bulletin boards on the Society's premises for the purpose of posting notices on matters relating to the Bargaining Unit Employees. All such notices shall be signed by a member of the Union Executive and copied to the Director of Human Resources.
- 3.05 The Society shall pay the cost associated with the preparation of the copies of the Agreement within thirty (30) days following execution of the draft Collective Agreement. The Society shall provide copies of the Agreement to its Employees and ten (10) copies to the Union

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.01 Respectful Workplace

The Society and the Union jointly affirm that every Employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour. The Society and the Union are committed to anti-racism, anti-black racism, and anti-oppression.

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

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

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

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

- 4.02 The Society and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union
- 4.03 The Society, the Union and the Employees recognize the right of all persons employed by the Society to work in an environment free from harassment of any kind, subject to the *Ontario Human Rights Code* and the Society's policy and procedures concerning harassment in the workplace.
- 4.04 **Harassment** includes any behaviour, comments or conduct of an abusive nature, persistent or otherwise, made by an Employee of the Society who knows or ought reasonably to know that such behaviour, comments or conduct is unprofessional, and would tend to torment, give affront to, harm emotionally or harm in terms of job benefits, another person. This includes

insults, jokes, remarks or humiliating actions, which are demeaning and undermine a person's worth and dignity.

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

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

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

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

Sexual Harassment is:

- (a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- (b) Implied or expressed promise of reward for complying with a sexually oriented request;
- (c) Implied or expressed threat of reprisal or the denial of opportunity for refusal to comply with a sexually oriented request;
- (d) Sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work;
- (e) Any verbal or physical conduct that emphasizes sexuality, sexual identity or sexual orientation in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- (f) Display of sexually oriented materials.

- 4.05
- (a) One of the options in dealing with any complaint of sexual harassment or harassment is to file a grievance at Step 3 as per **Article 9** of the Collective Agreement.
 - (b) Where the harasser is the person who would normally deal with Step 3 of the grievance, the complaint shall automatically be sent forward to the Executive Director of the Society.
 - (c) A complaint of this nature shall be promptly investigated, and appropriate action taken. Upon the request of the Employee, a Union Representative shall be notified immediately and shall be present at any meetings held in regard to the allegation(s).
 - (d) Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.
 - (e) As a result of a sexual harassment or harassment grievance, or as a result of such grievance, the grievor shall not be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.
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ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 There shall be no strikes or lockouts as long as this Agreement continues to operate. The words "strike" and "lockouts" shall have the meaning given to them by the *Ontario Labour Relations Act*.
- 5.02 In the event of a lawful strike by the CUPE 2286.1 Bargaining Unit, Employees of the CUPE 2286.2 may elect not to cross a lawful picket line, with loss of pay, but without being subject to discipline or termination for so doing.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that the management, control and supervision of the Society's operations and services and the direction of its Employees are vested solely and exclusively in the Society subject to the terms of this Agreement, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive functions of the Society to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline Employees, provided that the claims by Employees who have completed their probationary period and have been discharged or otherwise disciplined without just cause, may be the subject of a grievance and dealt with in accordance with the grievance procedures hereinafter provided;
 - (c) Determine in the interest of efficient operations and the highest standards of service, classifications, schedules of work, assigned work, methods of doing the work and the working establishment for any services;
 - (d) Determine the number of personnel required, the services to be performed and the methods, procedures and facilities to be used in connection therewith;
 - (e) Make, enforce and alter from time to time, rules and regulations to be observed by all Employees. Prior to implementation of such rules and regulations, a representative of the Society will advise a Union representative of such rules and regulations in writing. Any new or altered rules or regulations shall be posted at least seven (7) calendar days before they are to come into effect.
- 6.02 The Society agrees that these rights shall be exercised in a fair and consistent manner with the expressed provisions of this Agreement.

ARTICLE 7 - REPRESENTATION

- 7.01 The Society acknowledges the right of the Union to appoint or otherwise select one (1) Vice-President, two (2) Stewards, and a Grievance Committee of not more than three (3) Employees, which shall be recognized for the purpose of representation of Employees on

matters arising from this Agreement. The Union shall select or otherwise appoint the Grievance Committee members from among the Steward body or the Union Executive and at least one (1) member shall be a Steward.

- 7.02 The Union acknowledges that members of the Grievance Committee, Stewards and Union Officers have regular duties to perform on behalf of the Society. In accordance with this acknowledgement, members of the Committee, Stewards and Union Officers shall not absent themselves from their work without first obtaining the permission of their immediate Supervisor. Such permission is not to be unreasonably withheld, nor shall they absent themselves from their work for more time than is reasonably necessary for the processing of grievances. All time spent during working hours in performing such duties shall be considered as time worked and accordingly no Employee shall suffer any loss of wages or benefits.
- 7.03 The Society shall not be liable for the pay of any Employee, whether the member of any committee provided for herein or not, when such Employee is absent from work in the preparation for or attendance at an Arbitration hearing. However, the Society will at first instance pay the Employee any wages for time so spent, but will be reimbursed by the Union for such wages within thirty (30) days of the Union's receipt of the billing therefore.
- 7.04 (a) The Union Executive and duly recognized members of the Committees shall suffer no loss of wages or benefits for all time spent meeting with the Society during their regular working hours.
- (b) The Society shall routinely schedule the CUPE 2286.2 Vice-President for a minimum of 4 paid hours per month for the purpose of Union work. Such time shall not include Return to Work, Union/Management and/or grievance/Employee relations meetings. Further, this time shall be scheduled based on the needs of the program.
- 7.05 The Union shall have the right to the assistance of a representative(s) of C.U.P.E. when meeting with the Society.
- 7.06 The Society further acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) Employees and an alternate who shall only act in the absence of a regular member of the Committee and the President of Local 2286. The Society will recognize and deal with this Committee with respect to the negotiations for the renewal of this Agreement.
- 7.07 Employees on the Negotiating Committee shall suffer no loss of wages or benefits for time spent in meetings with the Society, during regular working hours, for the negotiations for the renewal of this Agreement up to the completion of conciliation or meetings with the mediation officer. As well, Employees on the Negotiating Committee shall suffer no loss of wages or benefits for up to three (3) working days for proposal preparation. The Union will notify the Director of Human Resources, or designate, in writing of the days to be taken for proposal preparation.

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

7.09 **Union Leave**

(a) Leaves of absence without pay shall be granted to Employees to attend to official Union business, providing it does not interfere with the efficient operations of the Society. Requests will be submitted to the immediate Supervisor five (5) days prior to the scheduled Union event. Such leave shall not be unreasonably withheld. The Society reserves the right to limit such time if it becomes excessive. During such leave, the Society shall maintain the Employee's wages and benefits. The Union, however, shall reimburse the Society within thirty (30) days for such costs during the period of absence.

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

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

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

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

8.02 The Society agrees to acquaint Employees at the time of their hiring with the fact that the Collective Agreement is in effect and to bring to their attention the provisions dealing with the dues check-off.

8.03 On commencing employment the Employee's immediate Supervisor shall advise the new Employee of the names of the Union Executive and Stewards and during the first thirty (30) days of employment the Union President or a Steward shall have the opportunity of meeting with such new Employee without loss of pay for a maximum of thirty (30) minutes for the

purpose of acquainting the new Employee with the provisions of this Collective Agreement.

- 8.04 The Society shall deduct from every Employee commencing with the first pay period any dues or initiation fees levied by the Union.
- 8.05 The Society shall forward in one cheque the amount so deducted, accompanied by the list of the names of the Employees, indicating the amount so paid by each Employee to the Secretary Treasurer of the Union no later than the fifteenth (15th) day of the month following the month on which said dues were deducted.
- 8.06 The Union shall notify the Society in writing of the amount of such monthly dues and one (1) month prior to any change in the amount of the said dues becoming effective.
- 8.07 The Union agrees to indemnify and hold harmless the Society against any and all liability, which may arise by reason of the deductions made by the Society in accordance with this Agreement.
- 8.08 The Society shall specify in the Income Tax (T-4) slips given to each Employee the amount of union dues paid by each Employee in the previous year.
- 8.09 The Society shall provide the Union each year with a list of all Employees' names, addresses, phone numbers and email addresses, if available.

ARTICLE 9 - GRIEVANCE PROCEDURE

Informal Stage/Pre-Grievance

- 9.01 (a) It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- (b) It is the mutual desire of the parties that complaints of Employees be adjusted as quickly as possible and it is understood that if an Employee has a complaint, the Employee shall discuss it with the Employee's immediate Supervisor within seven (7) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Employee in order to give the immediate Supervisor an opportunity of adjusting the complaint. The Employee's Union Representative may be present at the request of the Employee.
- (c) If the matter is not resolved at the informal verbal stage, within ten (10) working days of the discussion, this complaint or difference may be grieved and disposed of in the following manner.
- (d) Any equity-seeking Employees can request to have the CUPE Equity Officer and/or the Director of Equity, Diversity and Inclusion attend these meetings for support and

advocacy.

- (e) At the request of the Employee, an Elder will be present when dealing with issues affecting an Employee who identifies as Indigenous.

9.02 In the event that the Society requires a Human Resources Representative to be present at any step of the grievance procedure prior to Step Three, the Society will notify the Union. It is understood that the Human Resource Representative will not take an active part in the discussion.

9.03 **STEP ONE**

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

STEP TWO

If the grievance is not resolved under Step One, the Union may submit the written grievance to the appropriate Department Director of the Society, or in their absence, the designate, within seven (7) working days from the time the reply is received or should have been received in Step One. The Department Director, or in their absence, the designate, and a representative from Human Resources shall hold a meeting with the Union to discuss the grievance within seven (7) working days of receipt. The Department Director or designate shall have seven (7) working days from the date of the meeting to render a decision. Such a decision shall be in writing.

STEP THREE

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

9.04 At meetings held at each step of the grievance procedure, the grievor and Union Steward and/or Union Representative shall have the right to be present.

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

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

9.06 Union Policy Grievance

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

9.07 Society Policy Grievance

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

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

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

9.10 Working days for the purpose of this Article shall mean Monday to Friday and shall exclude holidays.

9.11 Process of PDT Referral to Local Tables and Dispute

(a) The Employers group shall forward a copy of this agreement to the Chief Executive Officers 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 9.11; 13.09; 14.01; 14.05 (c) & (d); 15.04 (a) & (b); 27.03; 27.08 and Letters of Understanding numbers 7, 8, 10, 11 & 12 above by their local principals.
- (c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (d) Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT agreement the provisions of the local Collective Agreement shall be used to resolve such disputes.
- (e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local Collective Agreement such that Part 16(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - i. A Labour Arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30-day period, either party may apply to the Ministry of Labour for the appointment of an Arbitrator. This time limit may be extended by mutual agreement.
 - ii. Where the parties agree, the Arbitrator may act as a “mediator- arbitrator”.
 - iii. The Arbitrator will have the same powers and authority as set out in section 48 of the *Ontario Labour Relations Act*. The Arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the Arbitrator shall be divided equally among the parties to the dispute.

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

ARTICLE 10 - ARBITRATION

10.01 If the decision of the Director of Human Resources or their designate, following Step Three of the grievance procedure is not satisfactory to the aggrieved party, such grievance may be submitted to arbitration, provided that written notice of appeal to arbitration is served on the Director of Human Resources within twenty-one (21) working days of the delivery of the decision then being appealed from.

- 10.02 If the parties fail to agree upon the selection of a sole Arbitrator within fourteen (14) calendar days of the submission of a Notice of Appeal to arbitration, then either party may within a further seven (7) calendar day period request the Minister of Labour for the Province of Ontario to designate an Arbitrator.
- 10.03 The cost of the Arbitrator shall be shared equally by the Society and the Union and the decision of the Arbitrator shall be final and binding upon the parties.
- 10.04 The Arbitrator shall not have the jurisdiction to alter or amend any of the provisions of this Agreement or to substitute any provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty if it is just and equitable to do so.

ARTICLE 11 - SUSPENSION, DISCHARGE AND DISCIPLINE

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

ARTICLE 12 - PERSONNEL RECORDS

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

- 12.02 Employees receive copies of their performance appraisals. Performance appraisals shall not be used for disciplinary purposes. An Employee's signature on a performance appraisal will indicate only that its contents have been read and shall not indicate that the Employee concurs with the statements contained in the appraisal. An Employee has the right to make written comments and attach them to the appraisal.
- 12.03 Records of disciplinary action, including non-disciplinary memos to file, shall be removed from the Employee's file eighteen (18) months from the date of issue. A record of disciplinary action shall not be used against an Employee, provided that no additional disciplinary action relating to a similar occurrence has been taken against the Employee within the eighteen (18) month period.

ARTICLE 13 - SENIORITY

- 13.01 This Article is applicable to all Employees who hold a permanent Full or Part-Time position in the bargaining unit. For Casual Employee seniority information, see **Article 29 – Casual Employees**. For clarification purposes, **Articles 13.04 to 13.10** (inclusive) are applicable to Casual Employees.
- 13.02 Seniority for permanent Full and Part-Time Employees shall be defined as length of service with the Society effective the first date of employment in a permanent position.
- 13.03 New Bargaining Unit Employees hired into permanent positions will be considered probationary until they have worked six (6) months. An Employee will be notified in writing that they have completed their probationary service. If such notification is not received upon the date of completion of said probationary period, the Employee shall be deemed to have successfully completed their probationary period. If the Employee is judged unsatisfactory by the Society within the period of probation, that person's employment may be terminated without the right to file a grievance under this agreement. Where two (2) or more Employees commenced work on the same day, the parties will mutually agree to a method of lottery to determine their placement on the seniority list.

13.04 **Accumulation of Seniority**

An Employee shall accumulate seniority in the following circumstances only:

- (a) when at work for the Society in a permanent position, unless otherwise specified herein;
- (b) when absent from work due to lay-off, in which case seniority will continue to accrue for a period of twenty-four (24) months;
- (c) when absent from work due to sickness or accident for a period of twenty-four (24) months, after which seniority shall be retained only;

- (d) when absent on vacation or paid holidays as provided for in this Collective Agreement;
- (e) when absent from work due to approved leaves of absence, seniority will continue to accrue for a period of six (6) months, after which, seniority shall be retained for the remainder of the approved leave;
- (f) when on an approved Statutory leave;
- (g) when in receipt of WSIB benefits.

13.05 **Termination of Seniority**

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

- (a) if an Employee resigns and/or retires from the Society;
- (b) if an Employee is discharged and such discharge is not reversed through the grievance and arbitration procedures;
- (c) if an Employee fails to report for work within ten (10) working days after the date of a registered letter from the Society recalling the Employee to work from a layoff, unless during such ten (10) day period written permission is received from the Society to extend the date of return to work;
- (d) if an Employee fails to return to work upon the expiration of a leave of absence, unless during such leave an extension is granted by the Society;
- (e) the Employee is absent without permission for more than three (3) consecutive working days unless a valid reason for such absence is given;
- (f) after an Employee is on a lay-off from their permanent position for a continuous period of twenty-four (24) months;
- (g) if an Employee accepts employment with another employer while on an approved leave of absence unless by mutual agreement between the parties;
- (h) if an Employee accepts a position with the Society outside the Bargaining Unit for a period exceeding twelve (12) months without the mutual agreement of the parties.

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

- 13.07 (a) In the event that an Employee accepts a position with the Society outside the scope of this Bargaining Unit, the Employee's seniority shall be frozen for the duration of the transfer, which shall not exceed twelve (12) months, or the period as mutually agreed according to **Article 13.05(h)**, after such transfer.
- (b) If the Employee's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be returned to their former position and salary within the Bargaining Unit during such twelve (12) month period or the period as mutually agreed according to **Article 13.05(h)**.
- 13.08 In the event an Employee accepts a permanent position within the CUPE 2286.1 Bargaining Unit, they shall not be permitted to maintain or accept casual status within the CUPE 2286.2 Bargaining Unit subject to the provisions of **Article 13.05(h)**.

13.09 **Seniority List**

The seniority list will be revised each six (6) months; a copy of the list will be posted on the intranet site and a copy given to the Union. The seniority list shall detail all Employee names, hire date, permanent and temporary work assignments, seniority date, Full-Time, Part-Time or Casual, and current status of active or inactive.

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

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

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

ARTICLE 14 - LAYOFF AND RECALL

14.01 For the purpose of this Article, the following definitions shall apply:

- (a) Displaced Employee shall represent an Employee that has been subject to a layoff or bump notice and assumes alternate work within the Child and Family Access Worker Classification.
- (b) Laid Off Employee represents an Employee that has been issued a layoff notice and accepts the layoff.

14.02 A layoff shall be defined as a reduction in the permanent workforce, or a reduction in the hours per **Article 21 – Hours of Work**, for permanent Employees, or the elimination of a permanent position. A layoff shall also be defined as a reduction in Bargaining Unit Employees and/or closure of programs, services or staffing supports; restructuring; or any other initiative that would directly impact the job security of Bargaining Unit members. The Society shall provide the Union notice of layoff as per **Article 14.06**

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

- (a) Temporary expressions of Interest indicating the availability of alternative Shifts/hours would be offered;
- (b) All temporary contracts backfilling permanent vacancies would end;
- (c) Part-Time Employees shall be provided the option of expanding their guaranteed hours of work from over three (3) days to over five (5) days;
- (d) Inviting retirements;
- (e) Accepting voluntary resignations;
- (f) Offering leaves of absence to interested Employees; and/or
- (g) Any other feasible, mutually acceptable options, including the identification of retraining needs of Employees.

14.04 **Role of Seniority in Layoff**

In the event the Society determines a reduction in the permanent Full Time and Part Time complement is required based on operational needs of the program and in consideration of the least disruptive outcome to the Bargaining Unit, the most junior permanent Employee in the applicable shift assignment shall be issued layoff and have the following options:

- (a) The ability to accept the layoff, therein be defined as “laid off” and be placed on a recall list for a period of twenty-four (24) months from the actual day of layoff, or;
- (b) The ability to accept the layoff, waive their right to recall and resign to receive a severance pay per **Article 14.06(d)(iii)**, or;
- (c) A Full-Time Employee shall be able to bump the most junior person based on seniority within an alternative shift assignment or shall have the ability to bump into a Part-Time or Casual assignment.
 - i. Should a Part-Time Employee be bumped through this process, the Employee shall be permitted to bump a more junior Part-Time Employee based on their permanent shift assignment or into the Casual assignment.
 - ii. It shall be understood that any Employee that elects to bump into the Casual classification, shall be absorbed into the existing complement.
- (d) Any permanent Employee who is given a notice of layoff or is bumped pursuant to this Article must indicate to the Society their intention to bump within five (5) working days of the date of notice of layoff.
- (e) Said junior Employee shall be notified immediately of a senior Employee’s election to bump and said Employee shall be allowed to exercise their bumping rights.

14.05 Department shall be deemed to be:

Child and Family Access Program

- 14.06 (a) In the event of an indefinite layoff within the Bargaining Unit, the Society shall:
- i. provide the Union with no less than seventy-four (74) calendar days’ notice of the layoff; and
 - ii. provide to the affected Employee(s) if any, no less than sixty (60) calendar days written notice of layoff, or pay in lieu thereof.
- (b) Employees who are to be laid off twenty-one (21) working days or less shall be given advanced notice equivalent to the number of days they are to be laid off.
 - (c) The Joint Union/Management Committee shall meet to discuss the implications of layoff and possible alternatives to the proposed layoff(s) not later than one (1) week after notice of layoff is given to the Union. The Committee will identify retraining needs of workers; Pertinent staffing information, available scheduled Access related hours, and financial information shall be provided to the Union-Management Relations Committee to substantiate the need for layoffs in writing.

- (d) An Employee who is subject to permanent layoff shall have the following entitlements:
- i. If the Employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work is not made available.
 - ii. The Employee shall be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
 - iii. The Employee may accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks' salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

- 14.07 Where an Employee has been bumped and been displaced, they shall maintain recall rights to their previous status and assigned hours of work for a two (2) year period.
- 14.08 For the purposes of scheduling, those Permanent Employees displaced into a Casual assignment, shall be scheduled work assignments based on their availability before any existing Casual Employee; this is inclusive of 24/7 Staffing. In the event of multiple layoffs, those displaced shall be placed at the top of the Casual assignment in the order of their seniority for the two (2) year period. The scheduling of hours to those Employees shall be governed by their respective seniority. After the two (2) year period the seniority will be in accordance with their original hire date.
- 14.09 When a displaced Employee is maintaining recall rights, the Employer will endeavor to minimize the scheduling of Casual Employees whereby no Casual Employee shall be scheduled in excess of eighteen (18) hours per week unless there is a practical limitation to scheduling the displaced Employee (e.g. the displaced Employee cannot be scheduled concurrent work assignments).
- 14.10 Any scheduled hours above the regular hours of work for Full-Time or Part-Time Employees, shall be offered and/or assigned based on availability, to any displaced Employee to bring them up to the hours they would have been scheduled in their former assignment per **Letter of Understanding #1 – Operational Schedule & Hours of Work**.
- 14.11 The Society shall preserve the existing health benefits for a displaced Employee for a period of one (1) month. Thereafter, the Employee shall be entitled to the health benefits normally associated with their new assignment.

14.12 Recall Procedure

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

- 14.13
- (a) Prior to the recall of laid off Employees, vacancies within the Bargaining Unit shall be posted pursuant to **Article 15.04(a)** with the exception that if the Society recreates an eliminated position, the Employee laid off from that position shall be recalled without the need to post. When it is necessary to increase the departmental compliment of Employees, Employees who have been laid off shall be recalled in reverse order of layoff provided the application of this provision shall be consistent with the Employees recalled being able and willing to perform satisfactorily the Society's reasonable requirements which shall be equally applicable to all Employees
 - (b) Employees shall be notified by registered mail or equivalent system to their last known address on record with the Society and must respond within fifteen (15) working days of receipt of notice. Failure to do so will result in Employees' loss of seniority rights, unless satisfactory proof is submitted within the notice period to substantiate that they cannot return for reason of illness; temporary absence from the Employee's designated address, provided the Society has been notified in advance of the temporary absence; or any other justcause.
 - (c) If a laid off Employee is recalled to a temporary assignment which is four (4) weeks or less in duration, they will be entitled to pro-rated sick leave and vacation pay as per **Articles 20 and 24**. The Society will specify at the time of recall the length of employment and no further notice is required. Such Employees will not be eligible for benefits. A laid off Employee who refuses a recall to a temporary assignment shall not be subject to the provisions of **Article 13.05 (c)**

14.14 No New Employees

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

14.15 Grievances on Layoff and Recall

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 15 – JOB POSTINGS

- 15.01 The Gender Neutral Joint Job Evaluation Maintenance Agreement and Manual as established between the Windsor Essex Children's Aid Society and CUPE Local 2286.1 and 2286.2 and

attached as Appendix "E" shall form part of this Agreement. This procedure allows the Union and the Society the opportunity to submit problems concerning new jobs, job descriptions and the rating of jobs to the Joint Job Evaluation Committee for resolution.

15.02 When a vacancy occurs, the Society shall determine the need to fill the Full or Part- Time assignment in consideration of program volumes.

15.03 (a) When a new position is created, the Society will prepare a job description, which will be presented to the Joint Job Evaluation Committee for evaluation and rating prior to posting the vacancy pursuant to **Article 15.04**.

(b) In similar fashion, when the duties of a presently established position change significantly, the Union, on behalf of the Employee(s) involved, may request that the Society consider and approve, as appropriate, a change in job description and/or rate of pay. The new rate of pay shall become retroactive to the time the change of duties occurred.

15.04 (a) When a new position is created, or when a vacancy is being filled within the Bargaining Unit, the position shall be emailed to all Employees within the Bargaining Unit for not less than five (5) working days and may be posted externally simultaneously. Such notice should include the nature of the position, qualifications, salary scale and identify the days and hours of work. Applications from non- Bargaining Unit applicants shall not be considered unless there are no qualified Bargaining Unit applicants for the posted position. Employees on layoff from the Bargaining Unit subject to recall shall be considered Bargaining Unit applicants for the posted position.

(b) The senior permanent applicant possessing the required qualifications for the position shall be awarded the position. If there are no permanent applicants with the required qualifications, the position will be awarded to the most senior Casual applicant per **Article 29.03 - Casual Employees** who possess the required qualifications.

(c) The Society shall notify the Union as to the status of all vacancies.

15.05 **Qualifications**

(a) Should qualifications be changed by the Society, Employees will be deemed qualified for their current positions, and those qualifications for which an Employee has been deemed qualified will be transferable to any other position within the Bargaining Unit which requires those qualifications.

(b) Should job qualifications be changed as a result of legislation or Government directives, the Society shall work with the Ministry of Children, Community and Social Services and the Union to develop a plan to mitigate any negative impact for Employees.

15.06 All temporary vacancies shall indicate the approximate duration of the position in the posting. The Union and Society recognize that on occasion, there is a necessity to extend temporary

vacancies that result from unexpected changes to approved leaves of absence, including, but not limited to, vacation, illness, pregnancy/parental and educational leaves. In the event of such extensions, which shall not exceed 6 months, the Society shall notify the Union of its intent to extend the position and with the consent of the Union a new posting is not required. It is understood that the incumbent in the temporary vacancy shall be extended with the incumbent's approval.

- 15.07 Employees wishing to apply for the position shall make an application in writing. Upon filling of a posted vacancy or position, the Society shall within five (5) working days verbally notify the successful applicant and the internal applicants who have been unsuccessful in securing said vacancy or position, with written notification to follow as soon as possible thereafter.
- 15.08 It is understood that under no circumstances shall any external posting remain open for more than a three (3) month period from the closing date of the internal posting.
- 15.09 Subsequent Full-Time or Part-Time vacancies left by the successful applicant shall also be subject to the job posting procedure set forth in this Agreement.
- 15.10 (a) The successful applicant shall be subject to a trial period of up to sixty (60) calendar days, during which period if the successful applicant's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be returned to the Employee's former position and salary without loss of seniority. Any other Employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority.
- (b) If the successful applicant satisfactorily completes the aforesaid trial period of sixty (60) calendar days, the Society will confirm such Employee in the new position upon the expiry of the aforesaid sixty (60) calendar days. At the conclusion of a temporary vacancy, the Employee shall be returned to the Employee's former position and salary without loss of seniority. Any other Employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority.
- 15.11 If the successful applicant does not complete the trial period, as per 15.10 above, the Society may select another Employee based on seniority from among the previous candidates that were qualified for the job posting and such Employee's position shall not be subject to the job posting procedures herein. In the alternative, the Society may post a new notice for the position.
- 15.12 In the event there are no successful applicants for a posted position in the CUPE Local 2286.1 Bargaining Unit, the Society shall consider applicants from the CUPE 2286.2 Bargaining Unit prior to considering applicants from outside the Society.
- 15.13 In the event that there are no successful applicants for a posted position in the CUPE 2286.2 Bargaining Unit, the Society shall consider applicants from the CUPE 2286.1 Bargaining Unit

(based on the provisions of **Article 15.04**) prior to considering applicants from outside the Society.

- 15.14 Copies of all job postings shall be forwarded to the Union and the Recording Secretary shall be advised of the name of the successful applicant.
- 15.15 The Society will provide the Union President, Recording Secretary and Vice-President with a copy of the offer of employment made to each Bargaining Unit Employee hired by the Society. The letter shall include the posting number of the position being filled. In addition, the Society shall inform the Union by way of separate notification of the name of the former incumbent being replaced, where applicable.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 All leaves of absence shall be without pay or benefits unless otherwise provided for herein. However, staff on an approved non-statutory leave of absence will have the option to purchase their Green Shield health benefits only, for the duration of their leave.
- 16.02 Upon application by an Employee to the program's Director of Service, the Society may grant leave(s) of absence to Employees. Such leaves may be for a period of up to six (6) months and may be extended only upon the approval of the program's Director of Service or designate. Employees returning from a leave of absence shall be reinstated to their former position or, if the leave of absence is greater than six (6) months, their former or a similar position. An Employee granted a leave of absence in excess of twenty (20) working days will be required to use up vacation credits first.
- 16.03 From time to time Employees may be required to attend training courses at the expense of the Society.
- 16.04 If any Employee is required to write an examination that would upgrade their job related qualifications during the Employee's regular working hours, the Director of Service, or their designate, may grant up to four (4) hours leave with pay for the purpose of writing the examination, provided the Employee makes a request to the Society at least one (1) week in advance.
- 16.05 Extended leaves may be granted to Employees with greater than two (2) years of service for up to one (1) year upon such terms as may be in the sole discretion of the Executive Director.
- 16.06 Extended leaves of absence for educational purposes may be granted at the sole discretion of the Executive Director.
- 16.07 **Compassionate Leave**
- (a) Up to three (3) days per calendar year with pay shall be granted to an Employee by their immediate Supervisor in the form of a compassionate leave in consideration of extenuating personal circumstances. Such leave will not be unreasonably denied.

- (b) Compassionate leave days are “*granted*” to an Employee by their immediate Supervisor. In order for a Supervisor to grant the leave day, an Employee shall provide the Supervisor with information regarding the extenuating personal circumstance, necessitating the request to utilize a compassionate leave day. It is necessary that an Employee contributes a reasonable level of detail regarding the requirement for the absence, allowing the Supervisor an opportunity to make an informed decision.
- (c) Some examples of “*extenuating personal circumstances*” the Society has deemed reasonable to put forth a request to utilize compassionate leave include, but are not limited to the following:
- Death of a client
 - Funeral attendance not covered under **Article 19 – Bereavement Leave**
 - Death of a close friend
 - Death of a pet
 - Family member involved in motor vehicle accident whom requires immediate support/assistance
 - House fire, break-in, flooding which results in significant property damage, requiring an Employee’s immediate action/attention
 - Urgent Matter as prescribed under Personal Emergency Leave per the *Employment Standards Act (ESA)*

Examples of an urgent matter per ESA:

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

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

- *An Employee wants to leave work early to watch their daughter's track meet.*
- *An Employee wants the day off in order to attend at their sister's wedding as a bridesmaid.*

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

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

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

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

16.08 In a situation where a worker is assaulted, threatened, including death threats and/or threats of bodily harm, or stalked in the course of their duties, if they exercises their right to lay charges after consultation with the Society, they shall be granted a leave of absence without loss of regular pay for any meetings related to court proceedings and/or court proceedings at which their attendance is required.

16.09 An Employee may be granted up to five (5) days leave of absence with no loss of pay to attend professional development courses approved by the Employee's Director of Service. Such leave will not be unreasonably denied.

ARTICLE 17 - JURY SELECTION/DUTY AND WITNESS FEES

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

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

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

ARTICLE 18 – PREGNANCY & PARENTAL LEAVE

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

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

(a) An Employee may begin their pregnancy leave no earlier than the earlier of:

- i. the day that is seventeen (17) weeks before their due date; and
- ii. the day on which they give birth.

(b) The individual is also entitled to sixty-one (61) weeks of job protected parental leave and, therefore, seventy-eight (78) weeks (17 weeks plus 61 weeks) of combined

pregnancy and parental leave. An Employee who has taken pregnancy leave is usually required to begin their parental leave when their pregnancy leave ends.

- (c) An Employee who has been employed with the Windsor-Essex Children's Aid Society for at least thirteen (13) weeks, who is the parent of a child (natural or adoptive), and who has not taken pregnancy leave, is entitled to up to sixty- three (63) weeks of job protected parental leave without pay.
- (d) The Employee shall begin parental leave no more than seventy-eight (78) weeks after the day the child was born or came into the custody, care and control of the parent for the first time.
- (e) For the purpose of this **Article 18.01**, "parent" shall mean a person who:
 - i. Is the birth parent of the child;
 - ii. Becomes a step-parent;
 - iii. An adoptive parent (whether or not the adoption has been legally finalized) or;
 - iv. A person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.

18.02 During any leave of absence granted under this Article, the Employees shall:

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

18.03 The Society shall continue to pay the premiums for any benefits provided in **Article 27.01** which the Employee may be enrolled in prior to commencement of the pregnancy/parental leave, unless the Employee notifies the Society in writing that they will not continue to pay their own share of the premiums. The Society shall pay \$125.00 per week for 52 weeks (up to a maximum benefit allowance of \$6,500.00) for an Employee on pregnancy/parental leave subject to submission of proof of EI sub allowance plan acceptance. Employees who take a leave that exceeds 52 weeks shall be permitted to request that the maximum benefit allowance be divided equally over the extended period. The Employee shall be entitled to all the rights and privileges to pregnancy or parental leave in accordance with the *Employment Standards Act*.

18.04 Upon the Employee's return to work from pregnancy/parental/adoption leave, the Employee will be reinstated to their former position; however, if the former position does

not exist at that time, the Employee will be provided with an alternate position in their job classification without loss of seniority or benefits. Employees shall give the appropriate Department Director, or their designate, at least two (2) weeks' notice of their intention to return to work if different than the date given for the return to work when the leave commenced.

18.05 The Society agrees to grant an Employee whose partner is commencing a pregnancy leave fifteen (15) paid days' leave of absence for parental leave or adoption leave. For purposes of this Article, authorization for approval rests with the immediate Supervisor.

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

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 (a) Provided they are regular working days, Full-Time Employees shall be granted, upon request, five (5) days leave of absence with pay and without loss of seniority and benefits in the event of the death of an "immediate relative". Immediate relative shall include spouse (including common-law and same sex spouse), father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law or step-parent.

(b) Provided they are regular working days, Full-Time Employees shall be granted three (3) paid days leave of absence in the event of the death of their, brother or sister-in-law, step brother or step sister, grandparent, grandchild or Indigenous Elder.

(c) Provided they are regular working days, Full-Time Employees shall be granted one (1) paid day's leave of absence in the event of the death of their aunt, uncle, niece, nephew or grandparent-in-law.

(d) Full-Time Employees shall be granted thirty (30) calendar days of leave, without loss of pay, in the event of the death of a child or step-child.

(e) Part-Time Employees shall be granted bereavement leave as in sub- paragraphs above but shall be paid only for those days for which the Part-Time Employee is scheduled or would have been scheduled in the time allotted.

(f) Casual Employees shall be granted bereavement leave as in sub-paragraphs above, but the time shall be unpaid.

(g) The Society in its sole discretion may grant additional leave days, without pay, if requested by the Employee, for compassionate reasons.

ARTICLE 20 - SICK LEAVE

20.01 Permanent Full-Time Employees shall be granted fourteen (14) working days of paid sick leave on January 1st each year to be used during the calendar year. Employees employed in a Full-Time assignment on a temporary basis or for less than a full year shall be granted sick days on a prorated basis for the duration of the temporary contract or the remainder of the calendar year.

Permanent Part-Time Employees shall be credited with eight (8) working days of paid sick leave on January 1 of each year to be used during the calendar year. Employees employed in a Part-Time assignment on a temporary basis or less than a full year shall be granted sick days on a prorated basis for the duration of the temporary contract or remainder of the calendar year.

- 20.02 (a) The Society shall be entitled to request a medical certificate from any Employee to establish their entitlement to sick leave. Any cost incurred for such certificate shall be borne equally (50/50) by the Society and the Employee.
- (b) An Employee will be required to provide a medical certificate in the following circumstances:
- i. An absence greater than three (3) working days;
 - ii. An absence that occurs under suspicious circumstances, or
 - iii. An absence that coincides with an employment investigation.

In addition, an Employee may be required to provide a medical certificate when a formal attendance management plan is in place.

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

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

Chart Example:

Year	2021	2022 (new term)	2023	2024	2025 (new term)	2026
Benefits	12	14	14	14	14	14
Used	1	4	14	14	14	5
Remaining	11	10	0	0	0	9
Accumulation Available to utilize during term	10	10	10	7	4	6
Accumulation Used			3	3	4	
Accumulation Remaining			7	4	0	

Chart Explanatory Notes:

- Given 10 additional sick days have been accumulated in 2022, the accumulated 10 sick days from 2021 expire.
- In 2023, an Employee could use up to 10 accumulated sick days from 2022 (3 accumulated sick days were utilized, leaving a balance of 7 accumulated sick days).
- In 2024, there are 7 available accumulated sick days (given 3 were used, the Employee would have 4 to carry into the new term).
- In 2025, if the Employee used the remaining 4 accumulated sick days, they would have to re-accumulate unused sick days during the remainder of the term of the Collective Agreement (since 4 were used in 2025, Employees would only be eligible to accumulate and use a total 6 additional accumulated sick days for the term).

20.04 Notice of Non-Attendance/Failure to Report

Any Employee, who is unable to report for work, as scheduled, shall notify their immediate Supervisor at the first opportunity prior to the scheduled commencement of the shift.

Notification can be provided by e-mail, text message, or voice mail. It shall be the Employee's responsibility to check for any direction from their Supervisor and respond as necessary prior to the end of the business day.

In the event an Employee has not notified their immediate Supervisor of their inability to report to their schedule shift within one (1) hour of the commencement of the shift, the Society may reassign the hours, on an emergency basis as per **Article 21.06 - Emergency Shift Assignment**, and the scheduled Employee shall not be paid for any part of that shift.

Failure to report for an assigned shift without a valid reason and prior notification to a Supervisor on three (3) occasions within a six (6) month period shall constitute just cause for the Society to terminate the Employee's employment.

20.05 (a) In the event a Full-Time Employee must provide for the needs of a family member, the Employee, upon notification to their Supervisor, may use three (3) days per calendar year of their accumulated sick leave. The Society may, from time to time, require the Employee to produce a medical certificate to verify the illness of such family member.

(b) In the event a Part-Time Employee must provide for the needs of a family member, the Employee, upon notification to their Supervisor, may use two (2) day per calendar year of their accumulated sick leave. The Society may, from time to time, require the Employee to produce a medical certificate only to verify the illness of such family member.

20.06 (a) In the event a Full-Time Employee must attend a medical appointment during working hours, upon notification to their Supervisor, they may use up to two (2) days

per calendar year of their accumulated sick leave for such attendance. The Society may, from time to time, require the Employee to produce a certificate to verify such attendance.

- (b) In the event a Part-Time Employee must attend a medical appointment during working hours, upon notification to their Supervisor, they may use up to one (1) day per calendar year of their accumulated sick leave for such attendance. The Society may, from time to time, require the Employee to produce a certificate to verify such attendance.
- (c) "Medical appointments" will include attendances at physicians, labs and significant dental procedures.

ARTICLE 21 - HOURS OF WORK

21.02 Standard Hours of Work:

Breaks

- (e) An eight (8) hour work day or greater will include a thirty (30) minute unpaid lunch and two (2), fifteen (15) minute paid breaks.

- (g) Employees scheduled for a shift that exceeds four (4) hours in a day and less than eight (8) hours shall be provided with one (1) fifteen (15) minute paid break. Additionally, any assignments that exceed five (5) hours in a day shall be provided with one (1) thirty (30) minute unpaid lunch and one (1) fifteen (15) minute paid break.
- (h) In the event Employees are unexpectedly unable to take their break or take a break separate from the service recipient, they must notify their Supervisor, as soon as possible, to request compensation.
- (i) The Society will ensure each Employee receives their lunchbreak.

21.03 Part-time Availability:

- (a) All Part-Time Employees must file completed monthly preferred availability forms with the Society no later than the end of the business day on the 15th of each month. The availability form will be used for the purposes of scheduling hours, calling for additional hours and overtime.
 - i. Any Part-Time Employee submitting modification to their availability will do so in writing on the "Change of Availability Form." This form will be submitted directly to the Employee's supervisor or coverage supervisor seven (7) days in advance of the relevant schedule being posted
 - ii. In the event the availability form is not submitted by the established deadline the penalty shall not result in a loss of hours exceeding one (1) week

- (b) Hours between twenty-two and a half (22.5) and thirty-seven and a half (37.5) each week will be scheduled based on seniority and availability of the Employee and shall be paid at the rate set out in **Schedule A – Salary Scale**. With mutual agreement from the Employee, additional hours may be scheduled at a minimum of one (1) hour in duration.

21.04 **Invoicing**

- (a) Employees are required to submit an itemized invoice to the Child and Family Access Supervisor by email, fax or mail by not later than 4:30pm on the Tuesday preceding the pay period.
- (b) Should invoices be received late or incomplete the Agency will compensate the Employee for their guaranteed hours, as outlined in **Letter of Understanding #1 – Operational Schedule and Hours of Work**. Any monies owing shall be paid on the following pay period. If changes and/or amendments are made to the Employee's invoice the affected Employee will be notified via email.

21.06 **Emergency Shift Assignments**

- (a) A Shift assignment shall be deemed an 'emergency' when;
 - i. The Child & Family Access Supervisor is notified after 11:00 a.m. on a weekday when the change is to occur by 11:00 a.m. the following day, or
 - ii. The Child & Family Access Supervisor or Afterhours is notified after 4:30pm on a weekday for that evening, or
 - iii. The Child & Family Access Supervisor, Afterhours or On-Call is notified on the weekend, (8:00pm Friday to Monday at 8:59am), or
 - iv. It occurs on a holiday, as defined by **Article 23.01**.
- (b) Emergency shifts shall be assigned by contacting Employees in order of seniority beginning with Part-Time, then Casual and then Full- Time Employees. The Society shall simultaneously contact each Part-Time and Casual Employee by text message.

The message will include a specific deadline for a response, which will not be less than 30 minutes from the time the message was sent. At the time set as the deadline, the most senior Employee (i.e. first Part-Time, then Casual) that responded indicating their ability to accept the shift shall be awarded the shift.

- (c) If no Employee indicates their ability to work the shift, the hours can then be offered to Full-Time Employees using the same criteria.
- (d) The Employee must be available to begin work in a reasonable period of time and available for the duration of the shift.
- (e) Part-Time Employees must ensure the additional hours will not place them into overtime.
- (f) All Employees will have the right to sign a waiver indicating that they would not choose to be phoned in regards to filling an emergency shift.

21.07 **Shift Exchange**

- (a) Employees will notify the Society of a shift exchange based on the posted schedule. For shift exchanges the following shall apply;
 - i. The Employees switching shifts must be able to perform interchangeable tasks and duties.
- (b) Employees will notify the Society of a shift exchange in advance of the schedule being posted.
 - i. Once the schedule has been posted, the exchanged shifts will be deemed the assigned shift of the Employees who agreed to the switch.
- (c) The Society will not be responsible for lost hours as a result of the exchange. This is including if the Employee goes below the guaranteed hours of work.
- (d) The shifts being switched must occur within the same pay period and shall not place either Employee in an overtime position.
- (e) Shift exchanges shall apply to a specific shift and shall not be linked to a particular service recipient visit or job tasks within a work day.

21.08 **On-Call Procedure**

- (a) The Society shall maintain a roster of Employees who have volunteered to work On-Call shifts. Seniority for On-Call shall be based on the Employee's inclusion date on the roster.

When a holiday falls within the On-Call hours, and that is a scheduled day of work for a Full Time and/or Part Time Employee, if they elect to Observe the Holiday on the day in which the Holiday falls, they may volunteer to work On-Call. Compensation will include payment at straight time for the day of the Holiday, the On-Call rate of pay and where applicable, out hours in accordance with **Article 22 – Overtime**.

With consideration of the number of volunteers on the roster, new Casual hires may be added to the roster as a condition of employment. Should this be the case, the Employee will be advised of this condition during the recruitment process.

To ensure appropriate On-Call coverage, those scheduled as On-Call, will not be placed on the posted schedule within the same time frame(s).

- (b) All Employees shall have the opportunity to notify the Society of their interest to work additional hours. Selection will be based on an Employee's date of inclusion on the roster (roster seniority) and the availability of the Employee. An up-to-date roster shall be posted at all times.
 - i. If an Employee fails to submit availability for a period of three (3) months, said Employee shall be dropped from the roster.
- (c) The Society shall schedule at least one (1) On-Call staff each Friday evening from 8:00 p.m. through to Monday morning at 8:59 a.m. The on call Employee shall receive a rate of \$300 for the full entire weekend. On Call staff shall be scheduled each Sunday and Holiday. All such work will be voluntary.
 - i. In the event no Employee is available to work the entire weekend as outlined above, the shift may be split
- (d) If an Employee works a portion of the On-Call Weekend they will receive the respective prorated portion of the \$300.00 rate.
- (e) For each additional day or partial day the Employer requires an Employee to be On-Call, the Employee shall receive a prorated hourly rate based on the \$300 full weekend rate.
- (f) In addition to the above, if called out while on-call, the Employee shall receive the applicable hourly rate of pay for the work that they are doing except on holidays when they shall receive one and one half times this rate.
- (g) In the event of vacant On-Call shifts (or portion thereof), shifts shall be assigned to Casual Employees based on the established scheduling parameters, at the Society's discretion.

21.09 **Call-In**

When an Employees is called in to work (including text or email), they shall be paid a minimum three (3) hours of pay at the applicable rate of pay.

21.10 **Court**

(a) Any Employee that is required to await a call to testify at court on a day they are regularly scheduled to work, the Employee will be required to report to work or court and shall be compensated at straight time rate of pay for each hour they are required to be available. Employees are required to notify their Supervisor immediately upon being requested to await a call to testify.

(b) In the event an Employee is required for Court purposes outside scheduled working hours, they shall be entitled to overtime in accordance with **Article 22**.

21.11 **Split Shifts**

(a) There will be no splitting of shifts during guaranteed hours for permanent Employees (i.e. Thirty-seven and a half (37.5) hours for Full-Time and Twenty-two and a half (22.5) hours for Part-Time).

(b) This provision does not apply to Employees who accept additional hours over and above their guaranteed hours of work.

ARTICLE 22 - OVERTIME

22.01 The term "overtime" shall be deemed to mean any period of time actually worked over and above an Employee's standard work week or on a paid holiday.

22.02 All overtime shall be authorized and approved in advance by the Supervisor, except in cases of emergency. In order for Employees to receive credit for emergency overtime worked, such overtime must be reported to the Supervisor within two (2) working days of its occurrence.

22.03 Full time, Part time and Casual Employees required to work beyond 37.5 hours and up to 40 hours in any one week shall normally be compensated for overtime by equivalent time off. Subject to the immediate Supervisor's approval, payment may be made at the rate of one times the Employee's regular rate of pay for each overtime hour worked.

22.04 Time off for overtime must be taken and shall be given within ninety (90) calendar days of being earned. Where, for valid reasons, the Employee has been unable to take such overtime within the ninety (90) day period, the immediate Supervisor may grant an extension of the time period for a further sixty (60) calendar days. Within the last thirty (30) days of the extension, the Society has the right to assign the time off to an Employee who has not taken/scheduled the time. If this does not occur, the Society shall compensate the Employee for such unused overtime at the Employee's regular rate of pay.

22.05 All hours of work exceeding forty (40) hours in a one-week period will be paid at the rate of one and one-half (1.5) times the applicable job classification rate.

ARTICLE 23 - PAID HOLIDAYS

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

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve Day
- Any day prescribed as a public holiday
- Floater Holiday*

*Note: the Floater Holiday shall be allotted to Full and Part Time Employees and shall be taken on a day of the Employee's choosing except during the period of December 20 and January 5 inclusive and shall be approved in accordance with seniority and ensuring efficient operations.

23.02 Full and Part-Time Employees shall notify their Supervisor if they wish to have the holiday off. Approval for such holiday shall be based on seniority until January 31, after which all requests will be considered on a first come, first serve basis.

Casual Employees will be expected to be available for work on holidays.

Casual Employees will be assigned work on holidays first to those expressing an interest through their availability.

23.03 Payment for such holidays, in the case of a Full and Part-Time Employee, shall be based on the Employee's regular rate of pay they would normally have earned on such day. When any of the said holidays fall on a day other than a regular working day, then the Society shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated or as otherwise appropriate by mutual agreement between the parties. Such designated day(s) shall be made known to the Union by not later than sixty (60) days before the said holiday.

23.04 Full and Part-Time Employees required to work on a statutory holiday, shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for each hour or part hour worked, and shall be granted another paid day off in-lieu, to be taken within six (6) months of the statutory holiday having occurred. Time off in-lieu for permanent Part-Time Employees

shall be equivalent to hours worked.

- (a) When a Full-Time Employee has a recognized holiday that falls on a day that is not a scheduled day of work, they will be entitled to either be paid holiday pay for the day or substitute the *Observed Holiday* day, to be used within 30 calendar days of acquiring the day. The *Observed Holiday* day will be paid out at the holiday rate of pay in the pay period in which it is used. In the event the Employee does not use the *Observed Holiday* day, within 30 days of accruing it, the day will be paid out.
- (b) When a Part-Time Employee has a recognized holiday that falls on a day that is not a scheduled day of work, they will be entitled to be paid based on their regular wages earned in the four work weeks prior to the work week the holiday fell in, divided by 20 or substitute the *Observed Holiday* day hours earned, to be used within 30 calendar days of acquiring the time. In the event the Employee does not use the *Observed Holiday* day, within 30 days of accruing it, the day will be paid out.
- (c) In the event a Part-Time Employee achieves Full-Time hours in the pay period of the Holiday they will be entitled to either be paid holiday pay for the day or substitute the day, to be used within 30 calendar days of acquiring the day, which will be paid at the holiday rate of pay.

23.05 Casual Employees required to work on a statutory holiday, shall be paid at the rate specified in the *Employments Standards Act 2000*, if the Act requires payment in the individual Employee's circumstance.

23.06 Should one or more holidays, as set out in **Article 23.01** occur during an Employee's vacation, such vacation shall be extended by that number of days or the Employee shall be given the equivalent time off within the calendar year.

23.07 In order to be entitled to payment for paid holidays, an Employee must have worked their scheduled shift both immediately before and following said holiday unless absent with permission of the Supervisor.

ARTICLE 24 - VACATIONS WITH PAY

24.01 Employees shall receive vacation pay as follows:

- (a) After one (1) year of service in a Full-Time assignment, on January 1 of each year, permanent Full-time Employees will receive an annual paid vacation entitlement of sixteen (16) working days. Employees employed in a Full-Time assignment on a temporary basis or less than a full year shall be granted vacation days on a prorated basis.
- (b) After one (1) year of service in the Part-Time assignment, on January 1 of each year, Permanent Part-time Employees will receive an annual vacation entitlement of ten (10) working days. In the event a Part Time Employee works more than the 22.5 hours

per week, they shall be entitled to earn up to the maximum number of vacation days set out for Full Time Employees in 24.01(a). To determine vacation earned over ten (10) vacation days, using the worked hours from the previous month, additional vacation time pro-rated over ten (10) days up to a maximum of sixteen (16) days. Those employed in a Part-Time assignment on a temporary basis or less than a full year shall be granted vacation days on a prorated monthly basis.

- (c) Upon completion of five (5) years of service permanent Full and Part-Time Employees, will be granted an additional day each year on the Employee's anniversary date, up to a maximum of twenty-five (25) days.

***Note:** There shall be no proration of these days for Part-Time Employees and the days will represent seven and a half (7.5) hour paid days.

24.02 Vacation requests shall be granted on the basis of seniority for Full and Part-Time Employees, subject to the Society's right to maintain an effective workforce.

24.03 (a) Vacation accruals shall be calculated on the basis of the calendar month. Upon assignment to a Full or Part-Time status, the Employee shall receive credit for the first month providing employment commenced up to and including the fifteenth (15th) day of the month. At termination of employment, credit for the final month of employment shall be awarded providing employment terminated on the fifteenth (15th) day or later in the month.

(b) Employees shall not accumulate monthly vacation credits, save those outlined under 24.01 (c) if any one of the following conditions apply:

- i. If the employee is on layoff.
- ii. When on an approved leave of absence without pay exceeding thirty (30) days.
- iii. When on long-term disability over 12 months.

24.04 Full and Part-Time Employees shall be permitted to request their vacation leave in accordance with their own preference. Vacation request submissions will be for the period of January 1st through to December 31st annually.

Vacation requests shall be submitted by 4:30pm on November 1st of each year and shall be granted within each classification or location on a seniority only basis. The initial vacation schedule shall be posted by November 22nd of each year. As of November 22nd:

- Full and Part Time Employees can submit additional requests for vacation on or before November 29th at 4:30 p.m.
- On December 13th the Society shall post the final vacation schedule for Full and Part Time Employees. Approved vacation time shall not be changed without the consent of the affected Employees.
- Vacation requests received after December 13th will be processed following the Casual

Employee vacation approvals due December 30th and shall be granted on a first come first served basis.

- On January 15th the Society shall post the final Bargaining Unit wide vacation schedule.
- Vacation requests received by any Employee on or after January 1st shall be granted on a first come first served basis.

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

24.06 Employees are expected to schedule and take their vacation within the same year it is accrued. Annual paid entitlement not exceeding five (5) days may be carried over into the next calendar year only. Carry-over of additional days is subject to the approval of the Director of Service or their designate.

24.07 In the event of illness of five (5) working days or more, or if an Employee is hospitalized, or where an Employee qualifies for bereavement or any other approved leave during the vacation, there shall be no deduction from vacation credits for such absences. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the Employee's option, as mutually agreed subject to the provisions of this **Article 24**.

24.08 Vacation time may be booked in 30-minute increments.

24.09 New Employees shall commence to accumulate annual vacation credits from the date of appointment as per **Article 24.01**; however, no permanent Employee shall be entitled to take any vacation until after the successful completion of their probationary period. All other sections of **Article 24** shall apply.

24.10 To minimize the risk of Employees having their approved vacations interrupted, the Society shall inform the lawyer(s) representing the Society of scheduled vacations. A worker will only be summonsed to Court during a scheduled vacation period if their evidence is specifically required for the court. 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.

24.11 When an Employee agrees to a request by the Society to change his/her vacation or is court ordered to attend a court hearing during scheduled vacation time, the Society shall reimburse the Employee for such vacation related reasonable expenses which are not refundable for which receipts are provided to the Society. All provisions of the Collective Agreement pertaining to court appearances during scheduled vacations shall apply.

ARTICLE 25 – RECOGNITION

- 25.01 It is the policy of the Society to formally acknowledge those members of Employees whose personal contribution extends over many years.
- 25.02 An Employee who completes five (5) years of continuous service with the Society will receive a twenty-dollar (\$20.00) gift card memento in recognition of the occasion. An Employee who completes ten (10) years of continuous service with the Society, will receive a thirty-five-dollar (\$35.00) gift card memento in recognition of the occasion.
- 25.03 All Employees will receive a paid leave of absence (LOA), in their anniversary year, as recognition upon completing the respective years of service as follows:

Years of Service	Permanent Full & Part-Time	Casual (Equivalent to 7.5 Hours)
15	• 3 paid days LOA	1 unpaid day LOA
20	• 1 paid week LOA	1 paid day LOA
25	• 2 paid weeks LOA	2 paid days LOA
30	• 3 paid weeks LOA	3 paid days LOA
35	• 4 paid weeks LOA	4 paid days LOA
40	• 5 paid weeks LOA	5 paid days LOA

For the purposes of this Article only “one (1) paid week leave of absence” shall equal five (5) working days for Full and Part-Time Employees. The recognition LOA entitlement will be representative of the work assignment the Employee holds in their respective anniversary year. Compensation will be reflective of the Employees guaranteed hours of work per **Article 21**. The recognition LOA is to be taken, at minimum, in one (1) week periods of time.

ARTICLE 26 - TRAVEL ALLOWANCE

- 26.01 It is recognized that a number of Employees covered by this Agreement are required as part of their normal duties and responsibilities to operate motor vehicles. Those Employees so required to drive as part of their normal job duties shall hold valid driver's licenses of the Class required. The Society may have vehicles for use by Employees and qualified Employees authorized to operate and assigned such vehicles shall comply with the procedures established from time to time with respect to their use.
- 26.02 (a) Generally speaking, Employees are expected to provide their own transportation and Employees will be authorized to use their own cars on approved Society business including driving to assigned duties away from their accustomed work location (i.e. designated Society headquarters).

- (b) The Society has acknowledged that in situations when a work assignment for a Employee is scheduled at the beginning of an Employee's shift, and thus the Employee would be traveling from their home directly to a work assignment or from the work assignment to the staff member's home at the end of their shift, the employee may claim kilometres based on the parameters below.
- (c) In these circumstances, the Society agrees to permit Employees to claim kilometre reimbursement for the shorter of the two distances: to or from the Employee's work location or to or from the Employee's home; whichever distance is shorter.

26.03 **Mileage Rates**

During the term of this Agreement, authorized Employees shall be paid as follows:

April 1, 2022 – \$0.57/km

April 1, 2023 – \$0.58/km

April 1, 2024 – \$0.59/km

26.04 **Insurance Reimbursement**

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

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

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

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

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

26.07 Meal Allowance

Maximum meal allowances for out of County expenses will be:

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

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

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

26.08 Cell Phone Allowance

The Society will provide all permanent Employees with company smart phones. All costs related to such smart phones for business use will be borne by the Society. The Society will provide each Casual Employee a \$10.00 phone allowance each month.

26.09 Expenses related to prior approved activities with the client shall be reimbursed upon production of receipts.

The Society shall reimburse Employee's for recreational expenses associated with children in care up to the limits set by the Society from time to time, provided proper receipts are submitted to the Employee's supervisor.

ARTICLE 27 - HEALTH BENEFITS

27.01 (a) Full-Time Employees will be eligible for all present applicable benefits after three (3) months of service except Weekly Indemnity Plan, which commences upon date of hire or hired into Full-Time status. Any Employee that relocates their place of residence outside of the Province of Ontario shall not meet the definition of "eligible" per the above and will be excluded from Employee life insurance coverage, dependent life insurance coverage, accidental death and dismemberment and long-term disability benefits. Employees deemed ineligible based on the above shall have no deductions taken from their pay for any of the above-mentioned benefits and there is no obligation for the Society to provide alternative benefits to said Employees. The Society agrees to pay on behalf of all eligible Employees and their eligible dependents as defined in the individual policies, hereinafter named, who may be enrolled under any of the following plans, the following percentages of the premiums payable under such plans or under such other comparable plan or plans, as mutually agreed upon, to be issued in replacement of or in substitution for any of the following:

(b) Part-Time Employees will be eligible for all present applicable benefits after three (3)

months of service except the Weekly Indemnity Plan, which commences upon date of hire, or hired into Part Time Status on a 60/40 pro-rated basis.

It shall be understood that this three (3) month waiting period will be cumulative for any time spent in a temporary or permanent Full or Part Time position until such timeframe is achieved.

- (c) For the purpose of benefit coverage, the Society agrees to recognize a common-law spouse or same-sex spouse.
- (d) The Society is required to provide identical benefits for Long Term Disability and Life Insurance as prescribed in Manulife Financial Policy No. G0091129- 03 and Health Benefits as prescribed in Green Shield Policy No. 3603.
- (e) Employees represented by the Union currently have a prescription drug plan that provides for \$5.00 co-pay per prescription. Managerial Employees of the Society also participate in a prescription drug plan that requires \$5.00 co-pay. In the event the Society reduces the co-pay for its Managers, it undertakes to make the same reduction in the co-pay that unionized Employees must pay.

<u>Health Plans</u>			
<u>Supplementary Health</u>	Employee	Provider	Employer
Drug Plan 0 Co-Pay \$5.00	\$0.00	Green Shield	100%
Vision Plan 7 \$300/2 years (The Society will contribute up to \$100 every two years per Employee or dependent towards the cost of eye examinations.)	\$0.00	Green Shield	100%
Semi-Private Plan 1	\$0.00		
Audio Plan H1 ((\$100 to be provided as supplement for costs not covered by the plan for audio dispensing fees with proof of receipts)	\$0.00	Green Shield	100%
Out of Province Plan QK	\$0.00		100%
Professional Services: <ul style="list-style-type: none"> • Physiotherapist and Speech Therapist: max of \$1,000 per year. • Chiropractor, Osteopath, or Podiatrist/Chiropodist: Max of \$300/year. • Registered Massage Therapist: \$50 per visit, max of \$200/year. • Psychologist, MSW, Social Work/Counsellor or Psychotherapist: \$200/session, max of \$1,000/year) 	\$0.00		100%
Dental Plan 1F (75% major services)	\$0.00	Green Shield	100%

Health Plans			
Insurance Benefits	Employee	Provider	Employer
Life, AD & D (2X annual salary; maximum \$250,000)	0% of Premium	Manulife	100% of Premium
Dependent Life \$2000 for spouse, \$1000/child	0% of Premium		100% of Premium
Short Term Weekly Indemnity <ul style="list-style-type: none"> 70% of earnings, benefit period 15 weeks, 1st day accident, 15th day sickness, 1st day hospital – Max. \$900/week 	30% of Premium	Self- Insured Plan	70% of Premium
Long Term Disability <ul style="list-style-type: none"> 66.7% of earnings; maximum \$3500 monthly 	25% of Premium	Manulife	75% of Premium
Other	Employee	Provider	Employer
Workers' Safety & Insurance Benefit		WSIB	100% of Premium
Health Care Spending Account – see Article 27.03 for specific rules/conditions			\$725/year
EAP All Employees have access to the Society's Employee Assistance Program.			100% of Premium
Pension Plan		OMERS	Matching contribution per plan

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

27.02 (a) Each permanent Full-Time and Part-Time Employee shall be required to join the Ontario Municipal Employees Retirement System immediately upon employment and will have contributions deducted on the basis of a percentage of their salary in accordance with the provisions in the *Ontario Municipal Employees Retirement System Act*.

(b) Each Casual Employee shall have the option of joining the Ontario Municipal Employees Retirement System. Casual Employee contributions are deducted on the basis of a percentage of the Employees salary in accordance with the provisions in the Ontario Municipal Employees Retirement System Act.

27.03 Wellness Strategy

The parties are committed to creating a workplace culture that supports wellness of all

individuals working within the child welfare sector and agree that nurturing and caring for ourselves and one another are fundamental to the creation of an environment that enables quality service to children, youth and families.

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

- i. Have a one-year roll-over consistent with CRA rules which may be accumulated in a health spending account,
- ii. Facilitate Employees to self-direct their wellness options and would be non-taxable as per CRA rules,
- iii. Be administered by the Society's 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 D",
- v. New Employees will be required to fulfill a three (3) month waiting period prior to receiving a deposit in their HCSA. Therefore, a new Employee's HCSA entitlement will be prorated based on the date the Employees three (3) month waiting period is achieved until March 31 of the following year,
- vi. Employees who elect to take and are approved for a non-statutory leave of absence shall not be entitled to access their HCSA while off on the leave.

27.04 For Employees that elect to work beyond sixty-five (65) years of age, the Society will top up Federal health benefit coverage to equate to coverage in this Article.

27.05 Any Employees with an addiction, drug or alcohol-related problem that affects their performance on the job may be required to participate in a recognized rehabilitation program.

27.06 **Return to Work and Accommodation**

- (a) The Society acknowledges the right of the Union to appoint or otherwise select two (2) Employees for the purpose of representation at meetings arising from Return to Work/Accommodation and to attend meetings scheduled between the Society and the Employee regarding return to work and accommodation and so advise the Society. The Employee will be afforded the opportunity to meet privately with their Union Representative prior to any such meetings for a maximum of thirty (30) minutes. All time spent during working hours attending such meetings shall be considered as time worked and accordingly, no Employee shall suffer any loss of wages or benefits.

- (b) The Society will ensure release of Employees to attend appropriate training.
- (c) The Society shall notify the Union of the names of all Bargaining Unit Employees who are on LTD/WSIB on a monthly basis.
- (d) The Society shall provide the Union with a copy of the Employers Report of Injury or Disease (form 7) when submitting same to the Workplace Safety Insurance Board.

27.07 **Return to Work/Accommodation Process**

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

- (a) The Employee's treatment provider shall complete either the WSIB Functional Abilities Form or the Society's **Non-Occupational Injury Functional Abilities Form (FAF Appendix "A")** to determine if safe and suitable work is available to support the Employee's recovery. This document shall be provided by the Employee to the Society and Union representatives.
- (b) Every effort will be made to modify the Employee's pre-injury position to accommodate their restrictions. This includes adjusting the duties and responsibilities and/or hours of work.
- (c) Where the Employee's pre-injury position cannot be modified, other available positions within the Bargaining Unit will be examined with consideration of adjusting the duties, responsibilities and/or hours of work. If there are no positions within the Bargaining Unit, other positions within the organization will be examined with consideration of adjusting the duties, responsibilities and/or hours of work.
- (d) The Union and the Society shall work together in the return to work process. A Union Representative will be in attendance at all meetings scheduled with the affected Employee with respect to their return to work. The assigned Union Representative shall be included on all correspondence pertaining to offers of available and suitable work.
- (e) The Society shall notify the Union when they become aware that accommodations or modified work are necessary and will provide the Union with a copy of the correspondence provided to an Employee when they commence STD.

27.08 **Workplace Safety and Insurance Act (WSIA)**

- (b) The Society agrees to maintain coverage of all Employees pursuant to the *Workplace Safety and Insurance Act (WSIA)*.
- (c) An Employee may access uninsured sick leave credits, subject to the terms and conditions of the Society's policies and/or collective agreement, until such time as the Employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay

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

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

ARTICLE 28 - STAFF DEVELOPMENT

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

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

28.03 In order to encourage attendance and participation in professional development activities the program's Director of Service or their designate may approve leaves of absence with or without pay, to attend professional development activities upon proof that such activities are timely and useful for the Employee, and their absence will not adversely affect service delivery.

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

28.05 Any Employee for whom training is unconditionally required will be reimbursed fully by the Society.

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

28.07 Paid Staff Development Leave

Each Full-Time Employee has the right to request leave with no loss of salary to a maximum of five (5) working days per year to attend professional development courses at the Employee's own expense provided that the course is approved by the Director of Service or their designate and that such leave does not interfere with the efficient operations of the Society. Any such paid time shall be counted towards the Employee's bi-weekly hours for scheduling purposes.

28.08 Where compulsory training sessions are made available to Employees in accordance with training calendars as issued by the Society, time during regular work hours spent by Employees in attendance will be paid for at the Employee's normal rate of pay. Time spent outside of regular work hours by Employees in attendance at job related training will be paid for at the Employee's normal rate of pay. Overtime and travel time shall be compensated as per **Articles 22 and 26** of the Collective Agreement.

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

ARTICLE 29 – CASUAL EMPLOYEE

29.01 Except where specified otherwise, all Articles of the Collective Agreement will apply to Casual Employees.

29.02 Hours of Work

(c) A Casual Employee is an Employee who is engaged to work irregular intervals on an as needed basis and is scheduled twenty-two and a half (22.5) paid hours or less per week. Following the scheduling of all Full and Part-Time Employees, hours of work for Casuals Employees shall be determined in accordance with the needs of the Society.

(d) It is the expectation of the Society that Casual Employees shall be available on weekdays (Monday through Thursday) between the hours of 4:00 p.m. to 8:59 a.m. in addition to having full weekend availability. A weekend shall be defined as Friday at 4:00 p.m. until Monday at 8:59 a.m.

- (f) In accordance with the *Employment Standards Act*, all Casual Employees shall be provided with one (1), 24-hour period, per week, whereby the Employee is not required to work. This time frame free from work shall be identified by the Society in writing to the Employee and based on the needs of the Program. Casual Employees may choose to be available and accept hours on the identified day.

29.03 **Seniority**

- (a) Casual seniority shall be accrued based on date of hire within the bargaining unit.
- (b) Casual Employees will be considered probationary until they have completed 1040 hours worked or been employed at the Society for one (1) year, whichever occurs first. An Employee will be notified in writing that they have completed their probationary service. If such notification is not received upon the date of completion of said probationary period, the Employee shall be deemed to have completed their probationary period. Where two (2) or more Employees commenced work on the same day, the parties will mutually agree to a method of lottery to determine their placement on the seniority list.
- (c) If the Employee is judged unsatisfactory by the Society within the period of probation, that person's employment may be terminated without the right to file a grievance under this Agreement.
- (d) The Seniority list for Casual Employees shall be maintained separately and apart from that of Permanent Employees.
- (e) Where the employee is not available for legitimate reasons, the Society reserves the right to assign the shift to the next least senior employee and so forth until the shift is filled. In the event of a cancellation of which the Society is aware by 3:00pm on Friday immediately preceding the affected weekend, the assigned employee will be offered the first opportunity to accept the cancellation.
- (f) A last-minute cancellation of the scheduled assignment shall be defined as a scheduled assignment cancellation which occurs less than one (1) hour prior to the start of an Employee's assignment. In the event of such cancellation a Casual Employee will be compensated in the following manner: a one (1) hour assignment shall receive one (1) hour of compensation; a two (2) hour assignment shall receive two (2) hours of compensation; a three (3) or more hour assignment shall receive three (3) hours of compensation.

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

29.05 (a) In the event that a Casual Employee accepts a position with the Society outside the scope of this Bargaining Unit, the Employee's seniority shall be frozen for the duration of the transfer, which shall not exceed twelve (12) months, or the period as mutually agreed according to **Article 29.08(h)**, after such transfer.

(b) If the Employee's services are unsatisfactory to the Society or if the Employee finds the new position unsatisfactory and so advises the Society, the Employee shall be returned to their former position and salary within the Bargaining Unit during such twelve (12) month period or the period as mutually agreed according to **Article 29.08(h)**.

29.06 In the event an Employee accepts a permanent position within the CUPE 2286.1 Bargaining Unit, they shall not be permitted to maintain or accept casual status within the CUPE 2286.2 Bargaining Unit subject to the provisions of **Article 29.08(h)**.

29.07 **Accumulation of Casual Seniority**

A Casual Employee shall accumulate seniority in the following circumstances only:

- (a) While actively employed by the Society, unless otherwise specified herein;
- (b) when absent from work due to lay-off, in which case seniority will continue to accrue for a period of twenty-four (24) months;
- (c) when absent from work due to sickness or accident for a period of twenty-four (24) months, after which seniority shall be retained only;
- (d) when absent on vacation or paid holidays as provided for in this Collective Agreement;
- (e) when absent from work due to approved leaves of absence, seniority will continue to accrue for a period of six (6) months, after which, seniority shall be retained for the remainder of the approved leave;
- (f) when on approved parental leave;
- (g) when in receipt of WSIB benefits.

29.08 **Termination of Casual Seniority**

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

- (a) if an Employee resigns and/or retires from the Society;
- (b) if an Employee is discharged and such discharge is not reversed through the grievance and arbitration procedures;

- (c) if an Employee fails to report for work within ten (10) working days after the date of a registered letter from the Society recalling the Employee to work from a layoff, unless during such ten (10) day period written permission is received from the Society to extend the date of return to work;
- (d) if an Employee fails to return to work upon the expiration of a leave of absence, unless during such leave an extension is granted by the Society;
- (e) the Employee is absent without permission for more than three (3) consecutive working days unless a valid reason for such absence is given;
- (f) after an Employee is on a lay-off from their position for a continuous period of twenty-four (24) months;
- (g) if an Employee accepts employment with another employer while on an approved leave of absence unless by mutual agreement between the parties.
- (h) if an Employee accepts a position with the Society outside the Bargaining Unit for a period exceeding twelve (12) months without the mutual agreement of the parties.

29.09 **Scheduling**

- (a) Casual Employees may be assigned with little or no notice.
- (b) With the exception of **Article 21.06 - Emergency Shift Assignment**
Casual Employees shall be scheduled based on their seniority.
- (c) Additional hours shall be assigned by seniority to available Casual Employees until such Employees reach thirty-seven and a half (37.5) paid hours in a one (1) week period.
- (d) Employees shall provide Supervisors with one phone number with text messaging capability they can be reached at regarding all scheduling related matters including overtime.
- (e) Casual Employees may be scheduled "administrative time" for tasks (i.e. completion of case notes etc.) upon request.

29.10 **Breaks**

- (a) Employees scheduled for a shift that exceeds four (4) hours in a day and less than eight (8) hours shall be provided with one (1) fifteen (15) minute paid break. Additionally, any assignments that exceed five (5) hours in a day shall be provided with one (1) thirty (30) minute unpaid lunch and one (1) fifteen (15) minute paid break.

- (b) In the event Employees are unexpectedly unable to take their break or take a break separate from the service recipient, they must notify their Supervisor as soon as possible.
- (c) The Society will ensure each Employee receives their lunchbreak.

29.11 **Availability**

- (a) The Society will endeavor to provide all Casual Employees with availability forms on or before the first of the month. Casual Employees must file completed monthly preferred availability forms with the Society no later than end of the business day on the fifteenth (15th) of each month. It is understood that should there be a delay in providing availability forms to Employees, the expected return date shall be a minimum of fifteen (15) days. The availability form will be used for the purposes of scheduling hours, calling for additional hours and overtime.
- (b) Casual Employees are required to be available to work on all holidays. If an Employee is scheduled to work on a statutory holiday, they shall be paid at the rate specified in the *Employment Standards Act*, if the Act requires payment in the individual Employee's circumstance.
- (c) Subject to the hours of work provisions, Casual Employees shall have the opportunity to indicate on their availability their desire to work on a Holiday. Should there be a need for additional assignments; the Society shall assign the available shift(s) to the least senior Casual Employee who is not otherwise scheduled.
- (d) Any Employee submitting a change to their preferred availability will do so in writing on the "Change of Availability Form" and be submitted to the Child and Family Access Supervisor within seven (7) days of the relevant schedule being posted.
- (e) In the event an availability form is not submitted by the established deadline, the penalty shall not result in a loss of hours exceeding two (2) weeks.

29.12 **Emergency Shift Assignments**

Assignment of Emergency Shifts to Casual Employees shall be in accordance with **Hours of Work - Article 21.06**.

29.13 **Exemptions**

- (a) Should an Employee require a temporary exemption for a specific day or term of time (ie: school), the Employee is required to make a request in writing to the Human Resources Manager prior to the schedule being posted. Formal documentation to substantiate the requirement may be requested by the Society. The Society will provide the Employee and Union with a correspondence outlining the approved exemption. The letter shall include a reasonable date for review of the approved exemption. The Employee shall be responsible to update the Society if their

circumstances change and result in the exemption no longer required.

- (b) Prior to the posting of the schedule, all Casual Employees will be allotted four (4) unpaid release days/shifts per calendar year. A day shall be representative of 12:00 a.m. to 11:59 p.m. and shall be taken as one continuous day.
 - i. Employees are not permitted to request these unpaid release days on Paid Holidays and the days shall have no monetary cash value. These requests shall be granted on the basis of seniority for Casual Employees subject to the Society's right to maintain an effective workforce.
 - ii. Any Employee submitting for an unpaid release day shall document the request in writing on their Availability Form and submit a formal request in Navision

29.14 **Casual Shift Cancellation & Reassignment**

- (a) When the Child and Family Access Supervisor is advised at a minimum of twenty-four (24) hours in advance of the cancellation of a casual shift, they will:
 - i. Review the schedule to determine if there is a less senior Employee than the worker whose shift was cancelled, who has been assigned work on the day of the cancellation. If there is no one who is less senior on the schedule, the worker whose shift has been cancelled will be notified of the cancellation.
 - ii. If there is a lower seniority Employee scheduled to work on the day of the cancellation, the Child and Family Access Supervisor will contact the senior Employee whose shift was cancelled to advise them of the cancellation and offer them the hours that had been assigned to the least senior Employee for that day. (Note: only the least senior Employee's shift will be offered - regardless of the shift time and duration).
 - iii. If the senior Employee accepts the alternate shift assignment, the Child and Family Access Supervisor will contact the least senior Employee to advise them that their shift has been cancelled.
 - iv. If the senior Employee declines the shift, any rights for replacement hours on that day are forfeited by the senior worker.
- (b) If the Child and Family Access Supervisor is advised of the cancellation of a casual shift less than twenty-four (24) hours in advance, the shift will be cancelled and no reassignment of hours will be required.

The worker will be advised of a cancellation no less than 1 hour prior to the commencement of the assignment. If the cancellation occurs within one hour of the commencement of the shift, the following shall apply:

- i. For a shift three (3) hours or greater, the worker is entitled to three (3) hours of work;
- ii. For a shift less than three (3) hours, the worker is entitled to the number of hours originally assigned;
- iii. Workers must remain available to complete alternate work.

29.15 **Split Shifts**

Casual Employees may be scheduled split shifts. A split shift is defined as a workday that consists of an unpaid period of more than one (1) hour, excluding meal break. Any time spent completing other work related duties (i.e. driving to next appointment, case notes, attending Society for work items, sending emails) and any breaks in assignment of one (1) hour or less will be compensated as unbroken service for the Employee.

29.16 **Shift Exchange**

When Casual Employees are doing a shift exchange the following shall apply:

- (a) Employees may request a shift exchange based on the posted schedule.
 - i. The Employees switching shifts must be able to perform interchangeable tasks and duties.
- (b) The Society will not be responsible for lost hours as a result of the exchange.
- (c) The shifts being switched must occur within the same pay period and shall not place either Employee in an overtime position.
- (d) Employees must notify the Supervisor of the Shift Exchange
- (e) Shift exchanges shall apply to a specific shift and shall not be linked to a particular service recipient visit or job tasks within a work day.
- (f) Casual Employees may 'give away' a scheduled Sunday shift to another Casual Employee. Should either Employee, for any reason, no longer be able to fulfill their commitment the schedule will revert back to the original schedule.
- (g) The Society is not responsible for any lost time as a result of the shift exchange process. Employees must notify the Supervisor of a shift give away.

29.17 **Posting of Schedule**

- (a) The Society shall prepare and post a revised work schedule for all Casual Employees by 4:30pm on Fridays for the weekend and the same will be e-mailed to the Employee.
- (b) It will be the responsibility of the Employee to check their schedule.

29.18 **Call In**

When an Employee is called into work (including text or email), they shall be paid a minimum of three (3) hours of pay at the applicable rate.

29.19 **Invoicing**

- (a) Employees are required to submit an itemized invoice to the Child and Family Access Supervisor by email, fax or mail by not later than 4:30pm on the Tuesday preceding the pay period.
- (b) Any monies owing shall be paid on the following pay period. If changes and/or amendments are made to the Employee's invoice the affected Employee will be notified via email.

29.21 **Court**

- (a) Any Employee that is required to await a call to testify at court on a day they were not scheduled to work, shall be compensated at a straight time rate of pay for each hour they are required to be available. Employees are required to notify their Supervisor immediately upon being requested to await a call to testify.
- (b) In the event an Employee is required for Court purposes outside scheduled working hours, they shall be entitled to overtime in accordance with **Article 22**.

29.22 **Contracts for Community Access in Essex County**

Assignments of 3 hours or less in duration will be reimbursed a portion of their hourly rate of pay according to the below schedule.

Traveling from	To	One Way	Return
Windsor	Kingsville	0.75 hr	1.5 hr
LaSalle	Kingsville	0.5 hr	1.0 hr
Amherstburg, River Canard	Kingsville	0.5 hr	1.0 hr
Belle River; St. Joachim, Ruscom Station, Woodslee, Emeryville, Puce	Kingsville	0.5 hr	1.0 hr
Stoney Point. Point Aux Roche	Kingsville	0.5 hr	1.0 hr
Tilbury, Comber	Kingsville	0.5 hr	1.0 hr
Essex, Paquette Corners, McGregor	Kingsville	0.5 hr	1.0 hr
Harrow, Cottam, Staples	Kingsville	0.25 hr	0.5 hr
Leamington, Ruthven	Kingsville	0.25 hr	0.5 hr
Windsor	Leamington/ Ruthven	0.75 hr	1.5 hr
LaSalle	Leamington/ Ruthven	0.75 hr	1.5 hr
Amherstburg, River Canard	Leamington/ Ruthven	0.5 hr	1.0 hr
Belle River, St. Joachim, Ruscom Station, Woodslee, Emeryville, Puce	Leamington/ Ruthven	0.5 hr	1.0 hr
Stoney Point; Point Aux Roche	Leamington/ Ruthven	0.25 hr	0.5 hr
Tilbury, Comber	Leamington/ Ruthven	0.25 hr	0.5 hr
Essex, Paquette Corners, McGregor	Leamington/ Ruthven	0.5 hr	1.0 hr
Harrow, Cottam; Staples	Leamington/ Ruthven	0.25 hr	0.5 hr
Windsor	Wheatley	1.0 hr	2.0 hr
LaSalle	Wheatley	1.0 hr	2.0 hr
Amherstburg, River Canard	Wheatley	0.75 hr	1.5 hr
Belle River, St. Joachim, Ruscom Station, Woodslee: Emeryville, Puce	Wheatley	0.75 hr	1.5 hr
Tilbury, Comber	Wheatley	0.5 hr	1.0 hr
Stoney Point, Point Aux Roche	Wheatley	0.5 hr	1.0 hr
Essex. Paquette Corners, McGregor	Wheatley	0.75hr	1.5 hr

Traveling from	To	One Way	Return
Harrow, Cottam, Staples	Wheatley	0.5 hr	1.0 hr
Kingsville	Wheatley	0.5hr	1.0 hr
Leamington, Ruthven	Wheatley	0.25hr	0.50 hr
Windsor	Harrow	0.5 hr	1.0 hr
LaSalle	Harrow	0.5 hr	1.0 hr
Amherstburg, River Canard	Harrow	0.25 hr	0.5 hr
Belle River, St Joachim, Ruscom Station, Woodslee, Emeryville, Puce	Harrow	0.75 hr	1.5 hr
Stoney Point, Point Aux Roche	Harrow	0.75 hr	1.5 hr
Essex, Paquette Corners, McGregor	Harrow	0.25 hr	0.5 hr
Cottam	Harrow	0.25 hr	0.5 hr
Staples	Harrow	0.5 hr	1.0 hr
Tilbury, Comber	Harrow	0.75 hr	1.5 hr
Windsor	Belle River	0.5 hr	1.0 hr
LaSalle	Belle River	0.75 hr	1.5 hr
Amherstburg, River Canard	Belle River	0.75 hr	1.5 hr
St, Joachim, Ruscom, Woodslee, Emeryville, Puce	Belle River	0.25 hr	0.5 hr
Stoney Point, Point Aux Roche	Belle River	0.25 hr	0.5 hr
Tilbury, Comber, Essex, Paquette Corners, McGregor,	Belle River	0.5 hr	1.0 hr
Harrow, Cottam, Staples	Belle River	0.5 hr	1.0 hr
LaSalle	Windsor	0.25 hr	0.5 hr
Amherstburg, River Canard	Windsor	0.5 hr	1.0 hr
Belle River, St, Joachim, Ruscom Station, Woodslee, Emeryville, Puce	Windsor	0.5 hr	1.0 hr
Stoney Point, Point Aux Roche	Windsor	0.75 hr	1.5 hr
Tilbury, Comber	Windsor	0.75 hr	1.5 hr
Essex. Paquette Corners, McGregor	Windsor	0.5 hr	1.0 hr
Harrow, Cottam, Staples	Windsor	0.5 hr	1.0 hr

29.23 Mileage

- (a) For work assignments of greater than three (3) hours, Casual Employees shall be compensated as per **Article 26.02 – Travel Allowance**.
- (b) In the event a Casual Employee is scheduled to attend either the Windsor or Leamington office at the commencement of their shift and then required to travel into the Community, or at the conclusion of their shift, the Society shall permit the Employee to claim kilometre reimbursement for the shorter of the two distances: to

or from the Casual Employee's work location or to or from the Employee's home; whichever distance is shorter.

29.24 Casual Employee Vacation:

The Society acknowledges that Casual Employees are entitled to unpaid vacation time free from work per the *Employment Standards Act* (ESA). Per ESA standards regarding entitlement to unpaid vacation time off in relation to years of service, the Society will issue Casual Employees with less than five years of service, two weeks of unpaid vacation time. Employees who have achieved five or more years of service will be issued three weeks of unpaid vacation. This time shall be referred to as Casual Unpaid Vacation Entitlement.

Casual Employees shall be able to book their vacation in one-week blocks based on the available Casual vacation weeks identified by the Society. For vacation purposes only, these one-week blocks will encompass an entire weekend and shall run Monday through Sunday to permit Casual Employees the full weekend free from work. Should a Casual Employee be interested in working any of the days within their approved vacation week(s), they can submit additional availability or accept vacant shifts accordingly.

Casual Employees shall receive 4% of earnings paid each pay, in lieu of vacation. Casual Employees who have continuously worked for five (5) years for the Society shall receive 6% of earnings each pay, in lieu of vacation.

ARTICLE 30 - GENERAL

30.01 The Society will provide the Union with particulars of the Errors and Omissions insurance covering its Employees and shall advise the Union as to any changes that may thereafter be made and the coverage provided.

30.02 The Society shall exercise best efforts to ensure that each Employee is provided with an appropriate work location with the necessary equipment and supplies to perform the duties of the job, i.e. cleaning supplies, medical lock boxes, information binder, etc.

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

30.04 On-site parking will be free of charge.

ARTICLE 31 - HEALTH & SAFETY

31.01 Joint Health and Safety Committee

The Society shall continue to make reasonable provisions for the safety, health and well-being of all Employees during the hours of their employment. It is agreed that the Society and the Union shall cooperate to the fullest extent in the prevention of accidents and unsafe working

conditions, including any incident in which an Employee is abused, threatened or assaulted during the course of their employment and in the promotion of safety and health of all Employees.

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

31.02 **Health and Safety Statement**

The Society recognizes its obligation to provide and maintain a safe and healthy workplace.

While recognizing the Society's legal responsibility to ensure that service needs are met, the Society acknowledges that the safety of Employees is of primary importance.

31.03 **Violence Prevention**

- (a) In order that Employees can properly ascertain whether or not a potentially violent situation exists, "workplace violence" shall be defined as outlined under the *Occupational Health and Safety Act*.
- (b) The Society shall maintain measures and procedures to reduce the likelihood of incidents of violence to the lowest possible level.
- (c) Where risk of aggression or violence for an Employee has been identified by the Society or an Employee, the Supervisor along with the Employee shall assess the potential risk of the situation by giving consideration to:
 - i. The Employee's level of experience where potential safety concerns have been identified,
 - ii. The previous experience of violent or aggressive incidents with the identified client,
 - iii. The location and circumstances in which the work will or has taken place, if

previously known to the Society.

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

31.04 Planning When Risk Criteria are Present

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

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

31.05 **Training**

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

31.06 **Damage to Personal Property**

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

31.07 **Injury Pay Provisions**

- (a) An Employee who is injured or traumatized by a critical event during working hours and is required to leave for treatment or is sent home for such incident shall receive payment for the remainder of the shift at the Employee's regular rate of pay without deduction from sick leave.
- (b) In the event that an Employee contracts lice, scabies, pink eye, bed bugs, ringworm, fleas, cockroaches or other similar pests or communicable disease while performing their regular duties where there is a reasonable link or nexus to a particular case file of which the Employee was in the home and such communicable condition requires treatment, eradication or medications for the Employee or their immediate family, the Society shall reimburse the Employee for all reasonable costs of such treatment upon production of receipts. Article coverage is only applicable when treatment or medications are not covered under the Collective Agreement's benefit plan.
- (c) In situations (as outlined in **31.07(b)** regarding pest or bug infestation) the situation will be elevated to the Director of Service for consideration to the development of an access plan.
- (d) Recognizing that supervised access often occurs in homes with no air conditioning or amenities for Employees, such as private bathrooms, these situations shall be elevated to the Director of Service for further consideration as to the development of an access plan. Fully supervised community access visits greater than four (4) hours in duration shall be divided.

31.08 **Transportation**

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

31.09 **Reporting**

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

31.10 **CUPE National Representative**

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

31.11 **Exposure to Violent Incidents**

- (a) If a decision regarding staff teaming is necessary, it will be made in conjunction with the Employee and their Supervisor and will be consistent with the policies and procedures outlined within the Health and Safety Manual, Health and Safety Handbook and this Article.
- (b) If an Employee is directly or indirectly exposed to a violent incident, they are encouraged to utilize Peer Support and the Employee and Family Assistance Program (EFAP) services.

31.12 Nothing within this Article hinders an Employee from recognizing their right under the *Occupational Health and Safety Act* provisions concerning the right to refuse unsafe work.

31.13 **On Site Security**

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

31.14 Pandemic and Emergency Response

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

- (a) One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and the Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - i. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - ii. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries out operations.
- (b) A Public Health emergency or Order has been issued, pursuant to the *Health Protection and Promotion Act*, either by the Government or Local Public Health authorities (Windsor-Essex County Health Unit).

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

The parties agree to:

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

Where the Employer is a participant in another similar committee(s) (such as a Federal/Provincial/Municipal committee), the Employer shall advocate for Union representation on such committee(s).
- (b) All relevant information from all sources shall be shared among the members of the PERC.
- (c) The Employer, without limiting the duties under the *OHSA*, the employer shall:
 - i. Provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;

- ii. Inform its Employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - iii. Inform Employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the Employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - iv. Provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for Employee allowances to cover the cost of personal protective clothing, and ensure that Employees use the said equipment, material and devices on the job;
 - v. Ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of Employees;
 - vi. Take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of Employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
 - vii. Consult with the PERC on the development and implementation of measures, procedures, policies and protocols which may be put into effect, pertaining to the health and safety of the Employees;
 - viii. Review in consultation with the PERC, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of Employees; and
 - ix. The Employer shall prepare a pandemic plan in consultation with the PERC.
- (d) The co-chairs of the PERC shall also meet with the Joint Union Management Committees to discuss the following items and develop a robust Emergency Operations Plan which may include but not be limited to the following items:
- i. Anticipated decrease or increase in the workforce and identifying required procedures identified in the Collective Agreement;
 - ii. Redeployment strategies to avoid layoffs, or to address essential service needs;
 - iii. Any changes to the schedules or methods of work (eg. Changes to operating hours, rotations, virtual work, working from home strategies, etc.)
 - iv. Obligations and entitlements of Employees when/if working from outside of the office, eg. working from home;

- v. Accommodation required for Employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family or childcare responsibilities;
 - vi. Continuation of all Employees' service, seniority, entitlements and benefits during the period this **Article 31.14** is in effect;
 - vii. Ensuring that any break in service is deemed to be an authorized leave including for the purpose of pension buy back. If the Employee elects to purchase their portion, the employer will match; and
 - viii. Vacation scheduling and potential carry-over of vacation entitlements.
- (e) The Employer is committed to exploring ways in which to support Employees who may experience financial hardship as a result of isolation or quarantine requirements per Public Health or the Healthy Workforce Policy. Accordingly, if an Employee finds themselves in this situation they are encouraged to bring concerns forward to the Union or a representative in the Human Resources Department. Some examples of support may include an amendment to **Article 20.02** (on a one-time basis, during the life of the Collective Agreement) to allow the Employee to draw up to an additional 10 unused sick days from previous years, exploring all work from home possibilities (ie: OACAS ELearning courses, reviewing Library Guides, etc.), or utilizing entitlements from the subsequent year.
- (f) The Employer agrees to apply for any and all government subsidy programs available, including but not limited to a supplemental unemployment benefit (SUB) and any measures which may enhance their income (eg. Pandemic Pay).
- (g) The parties agree that should any conflict between other areas of the Collective Agreement and **Article 31.14** occur, the terms of **Article 31.14** will prevail.
- (h) The parties agree that any dispute on the interpretation or implementation of **Article 31.14** shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.

31.15 Personal Protective Equipment (PPE)

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

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

- Hand sanitizer
- Cleaning products
- Appropriate gowns

- Disposable gloves
- Surgical masks
- N95 masks or similar KN95 masks
- Face shield or goggles

31.16 The Society shall disclose information related to the child in the Employee's care and the child's family to inform the Employee of any risks to the child or to the Employee from the child or from the child's family.

31.17 (a) The Society shall provide N.V.C.I training to all Employees.

(b) The Society shall ensure that defibrillator-trained individuals shall be present during all hours of operation.

31.18 The Society shall provide all Employees with an Emergency Plan specific to each work assignment.

31.19 Child and Family Access Workers assigned in the Community shall have the discretion to decline opposite gender client assignments, without penalty.

31.20 The Society shall ensure the availability of a cell phone for all Employees working in community placements upon request by the Employee.

ARTICLE 32 - CONTRACT EMPLOYEES

32.01 The Society shall not contract out any work of the Bargaining Unit during the life of this Agreement except as mutually agreed upon by the parties if such contracting out would cause the layoff of Bargaining Unit Members. Use of group homes is not contracting out. This Article does not restrict or prevent the use of volunteers by the Society provided such use does not cause the layoff of a Bargaining Unit Member. The Society retains the discretion at all times to decide when and if it is appropriate to assign any or all of the work in a particular case to a member of the CUPE Local 2286.1 Bargaining Unit.

32.02 Persons performing work at an unpaid rate shall not be used to replace a Bargaining Unit position. Such unpaid workers may be used for the purpose of assisting or enhancing the work of the Bargaining Unit only.

32.03 The Society shall provide the Union with a detailed list of all volunteers on a quarterly basis, including the name of the volunteer and their general functions.

ARTICLE 33 - CONFIDENTIALITY

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

ARTICLE 34 - PAYMENT OF WAGES AND ALLOWANCES

34.01 The Society shall pay wages on a bi-weekly basis in accordance with **Schedule "A"** attached hereto and forming part of this Agreement. On each pay Employees shall be given an itemized statement of their wages and deductions. Overtime shall be reported in accordance with **Article 22 – Overtime**.

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

34.02 It is understood and agreed that the Society has met the requirements pursuant to Section 64A of the *Employment Insurance Act* and Section 25(1) of the Regulations with respect to the premium reduction through the monetary amendments to the preceding Collective Agreements.

It is further understood that the Employee's portion of the Employment Insurance Rebate, if any, shall be paid to any affected Employee within thirty (30) days.

ARTICLE 35 – TECHNOLOGICAL CHANGE

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

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

- (a) Relocate in another job in the Employee's area of competency, if such work is available within the Society.
- (b) If a position is available for which the Employee could be retrained within a period of six (6) months, provide retraining for the Employee. Such time spent in retraining shall be considered time worked. The Employee shall not be paid for retraining in excess of their normal hours of work.
- (c) Provide the Employee with six (6) months' notice of termination, or pay in lieu thereof, and provide the Employee with a further severance payment in an amount equal to two (2) weeks' salary per completed year of service.
- (d) Forgo (a), (b) and (c) and accept a layoff and maintain recall rights pursuant to **Article 14.12 – Recall Procedure** of the Collective Agreement.

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

35.04 Any position(s) created as a result of technological change shall not be posted or filled until such time as the Society has explored with the displaced Employee(s) referred to in **Article 35.02** whether the displaced Employee could be retrained for the newly created position in accordance with this Article.

ARTICLE 36 – LEGAL COSTS

36.01 After an internal investigation is complete and the Employee has been cleared of any wrong doing and the Employee is acting in good faith and in a professional manner, the Society shall provide legal counsel for Employees and former Employees in connection with interviews or investigations (formal or informal) involving outside authorities or agencies (excluding internal reviews contracted by the Society) where there is a potential that legal action(s) may be taken against such Employees arising out of the performance of the Employee's duties and responsibilities. The Employee has the right of Union representation at all times.

36.02 This Article only applies to situations where an Employee, or former Employee, is either named in a civil suit, or charged with a criminal offense, or a quasi-criminal offense (with the exception of the *Highway Traffic Act*) arising out of the authorized discharge of the Employee's duties as a Society Employee, where the Employee has acted in good faith and in a professional manner.

36.03 With respect to the civil litigation and criminal offense coverage:

- i. the Society will pay the premium costs for an insurance policy that provides both civil liability and criminal offense coverage.
- ii. the Society will not require the payment of any insurance deductible by the Employee.
- iii. notwithstanding **Article 36.01**, such coverage will not be unreasonably denied.

36.04 With respect to civil litigation coverage:

- i. 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.
- ii. the solicitor selected will then jointly represent the interest of the Employee and the Society.
- iii. the Employee will be involved with the Society and the solicitor in determining the manner in which the matter is defended.
- iv. the Employee will be kept informed regarding the defense of the matter and will

receive information at the same time as the Society.

36.05 With respect to insurance coverage of criminal offenses:

- i. the Employee and the Society will be entitled to review and jointly agree on the appointment of a solicitor from the list of legal firms who provide defense of criminal charges for the Insurance Company.
- ii. the Society agrees to pay all expenses for criminal offense action that exceeds the insurance policy.
- iii. 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.

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

- i. the Employee has carried out the Society's mandate to provide child welfare and/or service in good faith and in a professional manner;
- ii. the Employee has not committed a serious breach or dereliction of said duties and/or responsibilities warranting immediate suspension without pay or termination for just cause;
- iii. the Employee may be entitled to a leave of absence with full pay, benefits and seniority until the conclusion of the legal process, up to and including trial.

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

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

36.09 There shall be no loss of wages, seniority or benefits as a result of required preparation, including court or tribunal attendance in connection with matters within the scope of this Article only when **Article 36.02** is operative.

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

ARTICLE 37 – REFERENCES

37.01 The Society agrees that when a reference is requested by any other Society, on a present or past Employee, the reference will be provided by the Human Resources Department and will consist of the following information only:

- (a) the date on which the Employee commenced employment with the Society,
- (b) the position(s) the Employee held within the Society, and
- (c) the date on which the Employee ceased employment with the Society.

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

ARTICLE 38 - DEFINITIONS

- (a) The work week, for the purposes of payroll shall be 12am Sunday to 11:59pm Saturday.
- (b) A Full-Time Employee is an Employee regularly scheduled to work thirty seven and a half (37.5) hours per work week.
- (c) A Part-time Employee is an Employee who is regularly scheduled to work twenty-two and a half (22.5) hours per work week.
- (d) A Casual Employee is an Employee who is engaged to work irregular intervals on an as needed basis and is generally scheduled twenty-two and a half (22.5) or less hours per work week.

ARTICLE 39 - TERMS AND EFFECTIVE DATES

39.01 This Agreement shall come into effect upon date of ratification **September 22, 2024**, and shall continue in full force and effect until the **31st day of March 2025**, and shall continue from year to year thereafter without amendment unless either party gives to the other party within the period of ninety (90) days prior to the termination date, notice in writing that it desires to amend or terminate the Agreement.

Dated at Windsor this day of ,2025.

FOR THE SOCIETY

FOR THE UNION



Non Occupational Injury – Functional Abilities Assessment Form

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

Employee Information (completed by Employee)

Employee Surname:		Employee First Name:	
Job Title:	Name of Supervisor:	Today's Date:	

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

Employee Signature: _____ **Date:** _____

Dear Treatment Provider: The Windsor-Essex Children's Aid Society (WECAS) has a comprehensive return to work program, which strives to provide early, safe and appropriate return to work options for Employees. The parties acknowledge that the employer has an obligation to provide reasonable accommodations to the point of undue hardship and the Employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding and with the objective of returning Employees to active employment as soon as possible, kindly provide as full and detailed information as possible. If providing the completed form by fax, please send to our **CONFIDENTIAL FAX NUMBER at 519-971-0339.**

Section 1: The following information should be completed by the Treatment Provider to identify the overall abilities and restriction of the Employee			
Confirmation of Date Injury/Illness Commenced:	Prognosis for full return to work duties:	<input type="checkbox"/> Within 3 months	<input type="checkbox"/> 6 to 9 months
		<input type="checkbox"/> 3 to 6 months	<input type="checkbox"/> 9 to 12 months
		<input type="checkbox"/> Over one year	<input type="checkbox"/> Unknown at this time
			<input type="checkbox"/> Permanent
Date of Assessment:	Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions/limitations	<input type="checkbox"/> Patient is capable of returning to work with restrictions/limitations (Complete Section 2 & 3)	<input type="checkbox"/> Patient is unable to return to work at this time (Complete Section 2 & 3)

Section 2: Treatment Provider to complete. Please outline your patient's Abilities and/or Restrictions based on your objective medical evidence.			
Physical (if applicable)	Treatment Provider's Responsibilities		
	<ul style="list-style-type: none"> DO NOT PROVIDE diagnostic or confidential information. The employer, worker and union will use this information to develop a safe and suitable return to work plan; therefore, it is crucial that all sections be completed in full. 		
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 meters <input type="checkbox"/> 100 – 200 meters <input type="checkbox"/> Other (specify below)	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 – 30 minutes <input type="checkbox"/> Other (specify below)	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 – 60 minutes <input type="checkbox"/> Other (specify below)	Lifting – floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (specify below)

Lift – waist to shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (specify below)	Stair climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 – 10 steps <input type="checkbox"/> Other (specify below)	Ladder climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> 1 – 3 steps <input type="checkbox"/> 4 – 6 steps <input type="checkbox"/> Other (specify below)	Travel: <input type="checkbox"/> Able to drive car <input type="checkbox"/> Not able to drive car <input type="checkbox"/> Can take public transit <input type="checkbox"/> Other (specify below)
Hand/wrist limitation (i.e. writing and typing) <input type="checkbox"/> Full ability <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30-60 minutes <input type="checkbox"/> Other (specify below)	Potential side effects from prescribed medications (please specify). **Do not include names of medications.** Comments:		

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

Self-supervision:

- Fully able to carry out work tasks in a self-supervised manner.
- Requires infrequent supervision.
- Requires frequent supervision.
- Unable to self-supervise, requires constant work supervision.

Comments:

Task responsibility and persistence:

- Fully able to take primary responsibility for completing tasks.
- Unable to sustain continuous performance beyond _____ hours.
- Must work with a partner or be restricted to job shadowing.
- Requires allowance to leave work area and access quiet area, as needed.
- Unable to take primary responsibility for completing tasks.

Comments:

Multi-tasking:

- Fully able to perform multiple tasks requiring time management skill to determine priorities.
- Can perform multiple tasks requiring some time management skill to determine priorities.
- Can handle more than one task, but requires assistance with task prioritization and time management.
- Has difficulty performing more than one task at a time.

Comments:

Tolerance to confrontation:

- Able to tolerate frequent exposure (approximately daily) to confrontational situations where assistance may or may not be available.
- Able to tolerate occasional exposure (up to weekly) to confrontational situations in which assistance is NOT immediately available.
- Able to tolerate occasional exposure (up to weekly) to confrontational situations in which assistance is immediately available.
- Unable to work effectively in confrontational situations.

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

Judgement and accountability:

- Able to exercise sufficient judgement and responsibility to perform well in safety-sensitive positions in which the worker is responsible for the safety of others.
- Able to exercise a moderate degree of judgement and responsibility, but not a sufficient amount to assume responsibility for the safety of others.
- Able to exercise some judgement and responsibility, but occasional lapses may occur. The worker should be assigned to work in which such lapses would not create serious consequences.
- May be prone to errors in judgement and/or lapses of attention and therefore should only perform work in which such errors or lapses would have insignificant consequences.

Comments:

Tolerance to deadlines:

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

Comments:

Attention to detail and concentration:

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

Comments:

Tolerance to distracting stimuli:

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

Comments:

Tolerance to emotional situations:

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

Comments:

SALARY SCALE

SCHEDULE "A"

**Child & Family Access Worker
SALARY SCALE Effective April 1, 2022**

Band	Position Title	Effective	Amount	Point Band	
3	Child & Family Access Worker	<i>(Annually)</i>		356-375	
		Full-Time Salary (37.5hrs)	April 1, 2022		\$ 62,578.58
			(1.25% increase)		
			April 1, 2023		\$ 63,360.81
			(1.25% increase)		
			April 1, 2024		\$ 64,944.83
			(2.5% increase)		
		Date of Ratification	\$ 65,269.55		
			(0.50% increase)		
		Part-Time Salary (22.5hrs)	April 1, 2022		\$ 38,780.00
			(0% increase)		
			April 1, 2023		\$ 38,780.00
	(0% increase)				
	April 1, 2024	\$ 38,966.14			
	(0.48% increase)				
	Date of Ratification	\$ 39,160.97			
	(0.50% increase)				
	Child & Family Access Worker	<i>(Hourly)</i>			
	Casual Hourly Rate	April 1, 2022	\$ 32.09		
		(1.25% increase)			
		April 1, 2023	\$ 32.49		
		(1.25% increase)			
		April 1, 2024	\$ 33.31		
		(2.5% increase)			
		Date of Ratification	\$ 33.47		
		(0.50% increase)			

Windsor-Essex Children's Aid Society Effective April 1, 2021

Position Title (Department)	Effective	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Point Band
Union President	Apr 1, 2021	1.25%	\$ 68,714	\$ 72,328	\$ 76,133	\$ 80,138	\$ 84,353	\$ 88,792	516-535
	Apr 1, 2022	1.00%	\$ 69,401	\$ 73,051	\$ 76,894	\$ 80,939	\$ 85,197	\$ 89,680	
	Apr 1, 2023	1.25%	\$ 70,269	\$ 73,964	\$ 77,855	\$ 81,951	\$ 86,262	\$ 90,801	

LETTERS OF UNDERSTANDING

LOU # - 1 – Operational Schedule & Hours of Work

Note: RE: Service Requirements and the Impact on Article 14 – *Layoff/Recall*, Article 15 – *Job Postings*, Article 21 – *Hours of Work* & Article 29 – *Casual Employees*

The Society and Union jointly acknowledge that service delivery pertaining to the requirement to provide supervision and care to children in unlicensed placements has increased significantly over the past few years. As of 2024, the majority of available work which exists in the CUPE 2286.2 Bargaining Unit is associated with the provision of supervision and care to children in unlicensed placements. Furthermore, it is recognized that ongoing supervision and care of children in unlicensed placements is essential and must occur twenty-four hours a day, seven days a week on an ongoing basis. As such, to ensure the provision of this service to vulnerable children, it is necessary to establish revised terms and conditions associated with **Article 21 – Hours of Work** for Child and Family Access Workers. Specifically, it is necessary to implement a 24/7 operational schedule. Therefore, it is agreed that this Letter of Understanding shall supersede sections of **Article 21 – Hours of Work** and where applicable is intended to supplement the parameters associated with **Article 14 – Layoff and Recall**, **Article 15 – Job Postings** and **Article 29 – Casual Employees**.

For the duration of the term of this Collective Agreement and until a new Collective Agreement is ratified and implemented, this Letter of Understanding shall remain in full force and effect. The purpose of this Letter of Understanding is to establish revised hours of work for Child and Family Access Employees. However, specific provisions from **Article 21 – Hours of Work** which are to remain active and operational shall be clearly identified per this Letter of Understanding.

Article 21 – Hours of Work:

- Sections of **Article 21 – Hours of Work** as contained in the Collective Agreement shall be considered inactive per the parameters associated with the above paragraph. Specifically, all grayed out language contained within **Article 21 – Hours of Work** shall be considered dormant while this Letter of Understanding remains in effect. All other sections of the Article shall remain in full force and effect.

Child and Family Access Program Hours of Operation:

- The hours of operation for Parenting Time shall be:
 - Monday to Friday 4:00 p.m. to 8:00 p.m.; and,
 - Saturdays 9:00 a.m. to 5:00 p.m.
 - NOTE: In the event parenting time is required to occur outside of the Child and Family Access Program hours of operation, it will be the responsibility of the case manager(s) to coordinate/facilitate the parenting time. The only exception would be when parenting time is court ordered to occur on Sundays or on a Paid Holiday.

- The hours of operation for Staffing Support shall be:
 - Sunday to Saturday, a 24-hour operational schedule covering:
 - Days – 8:00 a.m. to 4:00 p.m.
 - Afternoons – 4:00 p.m. to 12:00 a.m.
 - Midnights – 12:00 a.m. to 8:00 a.m.
 - Floater shifts start and end times may differ from the above listed hours and will be identified at time of posting.

Permanent Full and Part Time Hours of Work:

A) Full Time Employees:

- i. The standard work week will be thirty-seven and a half (37.5) paid hours per week. The standard work week shall consist of five (5) consecutive shifts on fixed days of the week, with static shifts (i.e. days/afternoons/midnights), Monday through Friday.
- ii. New permanent full-time static shifts will be posted and awarded in accordance with **Article 15 - Job Postings.**
- iii. The hours of work for Staffing Support shifts shall follow a 24-hour schedule of Monday to Friday on days, afternoons, midnights.

B) Part Time Employees:

- i. The standard work week will be twenty-two and a half (22.5) paid hours per week. The week shall consist of two (2), eight (8) hour scheduled shifts on fixed days of the week, Saturday/Sunday. The remaining seven and a half (7.5) paid hours may be split between 2 evening shifts performing duties associated with the Child & Family Access Worker classification.
- ii. New permanent part-time static shifts will be posted and awarded in accordance with **Article 15 - Job Postings.**
- iii. When fulfilling the two (2) scheduled workdays of eight (8) hours and performing staffing work, the hours of work will follow a 24-hour schedule of days, afternoons, midnights.

C) Casual Employees:

- i. The hours of work for Casual Employees will vary each week. There shall be no minimum guaranteed hours. Hours will be scheduled and cancelled as outlined in **Article 29 – Casual Employees.**
- ii. Casual Employees shall be permitted to have 2 Sundays free from work per month.

Breaks:

- Breaks will be provided in accordance with *The Employment Standards Act (ESA)* and/or **Article 21.02 (e), (g), (h) and (i)** and **Article 29.09**.
- As it relates to staffing shifts, breaks shall be arranged by staff on each shift at their work location. If an Employee is unable to arrange break coverage amongst their colleagues, they shall call the on-duty supervisor for assistance.
- As it relates to parenting time assignments, including Saturdays, breaks shall be scheduled where possible, one at the midway point in the first half of the shift and one at the midway point in the second half of the shift at the applicable rate. No break period shall be assigned within the first hour, or last hour, of an Employee's shift.

Posting of Schedule

- (a) The Society shall prepare and post the work schedule for all Employees by 12:00pm every Friday. This schedule reflects the following work week which begins on Sunday and runs through to Saturday. In the event a Holiday falls on a Friday the schedule will be posted as soon as possible, however, no later than 5pm on the last day the program is open prior to the Holiday.
- (b) It will be the responsibility of the Employees to check their schedule. In the event of a scheduled change on a regular day of work, Full and Part Time Employees shall be assigned other Bargaining Unit duties during those hours of work, or on that day if agreed to by the Employee, save and except casual Employees who will be notified by the Employer.
- (c) After the schedule is posted, in the event of a change to the starting location of an Employee's shift, the Employee will be contacted and provided with the necessary information.
- (d) Drive time shall be allotted and scheduled as approximated by Google Maps in real time for each instance of travel.
- (e) Employees may be scheduled "administrative time" for tasks (i.e. completion of case notes etc.) upon request.

Shift Exchanges:

Shift exchanges will be permitted subject to **Article 21.07** and **Article 29.15** between Full Time, Part Time and Casual Employees after the schedule is posted.

Additional Available Hours (Vacant Shifts or Emergency Assignments):

- Additional available hours shall be assigned to those Employees which can complete the shift based on those who also have the greatest availability to work the shift in the following order:
 - Part Time, up to 37.5 hours,
 - Casual Employees, up to 37.5 hours,

- Full Time, up to 40 hours,
 - Part Time, up to 40 hours,
 - Casual Employees, up to 40 hours,
 - Full Time, as overtime,
 - Part Time, as overtime, then
 - Casual Employees, as overtime.
- In the event there are multiple submissions of equal availability and are applicable to the vacant/emergency shift, seniority shall govern.

Retracting an Absence Request Full & Part time Employees

- i. Notwithstanding Union Leave Requests, Full and Part Time Employees making a request to retract an approved absence, in whole or in part, on their scheduled day of work must do so via email to the Child and Family Access Supervisor email group no later than 12:00 p.m. on the Wednesday of the week the relevant schedule will be posted.
- ii. Such cancellation of the absence will result in the Employee being added to the schedule and all applicable scheduling parameters of the Collective Agreement will be followed.
- iii. With respect to cancellation requests received AFTER the above noted deadline, but before the schedule is posted, the Child & Family Access Supervisor will offer any available work (i.e vacant shifts) to the Employee. The Employee can then determine whether they want to retract vacation time and work the vacant shifts or uphold their absence.
- iv. After the schedule is posted, if new work arises and can be assigned to the Employee, the Child & Family Access Supervisor will offer the available work in accordance with the process outlined in 21.06 (Vacancies on the Schedule). Where there is no work to assign the Employee, the applicable absence entitlement shall be used to compensate for the outstanding time.

Cancelling of Additional Hours of Full and Part Time Employees

The intent of this process is to ensure the Part Time and Full Time Employees are offered work in the same manner as if it was their rotational day, where possible. Part Time Employees are entitled to work up to 37.5 hours before Casual Employees are assigned hours.

When a cancellation occurs for a Full or Part-Time Employee who is scheduled additional hours, the Supervisor will identify if there is an alternate casual assignment occurring at the same time for the same duration of hours.

1. If no work exists during the same assigned hours (e.g. 4pm to 6pm), the Employee is cancelled.
2. If the Supervisor identifies that there is a shift assigned to another Casual Employee at the same time and for the same duration of hours (e.g. 4pm to 6pm), the impacted Employee has the option to displace the junior Casual Employee assigned the same hours. If the Employee chooses to accept this new assignment during those same hours, they will assign the work to the Employee and the Junior Casual Employee will be cancelled.
3. If the impacted Employee does not wish to accept the new assignment, they may accept the

cancellation of hours outright.

Full and Part Time Employees shall not be required to utilize paid entitlements for hours assigned exceeding their guaranteed hours of work. (ex. Sick leave, vacation, compassion, bereavement, etc.)

On Call *Only as applicable to Casual Employees

- (a) In accordance with **Hours of Work - Article 21.08**, Casual Employees hired before date of ratification, may volunteer to be a part of the On-Call roster.
- (b) With consideration of the number of volunteers on the roster, new Casual Employees hired after date of ratification may be added to the roster as a condition of employment. On-Call seniority shall be based on the Employee's inclusion date on the On-Call roster.
- (c) To ensure appropriate On-Call coverage, those scheduled as On-Call, will not be placed on the posted schedule within the same time frame(s).
- (d) If an Employee fails to submit availability for a period of three (3) months, said Employee shall be dropped from the roster.
- (e) The Society shall schedule at least one (1) On-Call staff each Friday evening from 8:00pm through to Monday morning at 8:59am. The On-Call Employee shall receive \$300 for the full weekend. For each additional day or partial day, the Employer requires an Employee to be On-Call, the Employee shall receive a prorated hourly rate based on the \$300 full weekend rate.
- (f) In the event of vacant On-Call shifts (or portion thereof), shifts shall be assigned to Casual staff based on the scheduling language, at the Society's discretion.

Implementation of 24/7 Operational Schedule following Ratification:

- With respect to the implementation of the 24/7 operational schedule for current bargaining unit Employees, the below parameters will define how available permanent full and part-time static shifts are awarded:
 - Permanent full-time Employees will have the first opportunity to secure available full-time static shift assignments based on seniority.
 - Permanent part-time Employees will have the first opportunity to secure available part-time static shift assignments based on seniority.
 - Evening parenting time static shifts for part-time Employees will be offered, following the close of the posting, in order of seniority based on forecasted volume of work. Remaining vacant slots will then be assigned to the junior Employees that have not secured evening shift(s).
 - All remaining permanent full and part-time static shifts will be offered to permanent Employees based on seniority.
 - Evening parenting time static shifts for part-time Employees will be offered, following the close of the posting, in order of seniority based on forecasted volume of work. Remaining vacant slots will then be assigned to the junior Employees that have not secured evening shift(s).
 - Once all permanent full and part time Employees have had the opportunity to bid on the

remaining permanent static shifts, any shifts that remain available will be offered to Casual Employees based on seniority.

- Upon conclusion of the static shift posting deadline, all shift selections/preferences identified by an Employee will be deemed final and there will not be further opportunity for Employees to rearrange their shift selection preferences at time of offer.
- Any permanent Employees not securing a permanent position through this posting process shall be subject to **Article 14 - Layoff and Recall**.
- All remaining vacancies shall be posted and filled per **Article 15 – Job Postings**.
- Employees awarded permanent positions will have static hours of work for all eight (8) hour shifts on either days/afternoons/midnights.
 - Part-time Employees will have two static weeknight shifts in addition to their eight (8) hour shifts on Saturday and Sunday.
- Following the confirmation of static shifts per the above process, in an effort to support optimal service delivery and to build optimum team dynamics, the Society will permit work location preferences to be regarded based on seniority to establish continuity of service at all unlicensed placement locations. Expressions of Interest shall be solicited based on seniority to allow Employees on the static shifts to select their designated primary work location. However, this will not prohibit the Society from reassigning an Employee to an alternative work location as necessary to ensure service delivery needs are maintained at all times.

Article 14 – Layoff and Recall

- As service volumes fluctuate, when there is a decrease in the number of youths requiring supervision and care in unlicensed placements, there may be times when the Society may temporarily modify the days/afternoons/midnights static shift for full or part time Employees. This will be done when feasible for a period of up to a maximum of forty-five (45) calendar days, after which, Employees shall be returned to their permanent static shift, or layoffs shall be issued per **Article 14**.
- This specific clause will predominantly impact the afternoon/midnight shifts. However, at times when there is no meaningful work available during the day, afternoon and midnight shift, the Society may seek volunteers based on seniority to accept a temporary transfer from a specified static shift and if no one volunteers, temporarily transfer the junior Employee(s) on the respective shifts to work:
 - On an alternative static shift where staffing work is available; or,
 - A 9:00 a.m. to 5:00 p.m. shift; or,
 - A 12:00 p.m. to 8:00 p.m. shift.
- This will allow the Society to maintain staffing resources in permanent assignments with temporarily modified hours of work and permit the Society to assign the Employees alternative meaningful work when available.
- Employees who are temporarily assigned from their permanent static shift to a temporary alternate shift as outlined in the three bullet points above, will be permitted reasonable notice to transfer to the new hours of work. Where possible we will attempt to implement the new temporary hours of work within 48 hours of receipt of notice to the impacted Employee. However,

should circumstances exist that would warrant additional transition time, the Society and Employee shall work together to establish a reasonable mutually agreed upon transition date of up to fourteen (14) calendar days' notice.

- Notwithstanding the above, upon notification to an Employee that their hours of work must be temporarily modified, in circumstances whereby the Employee is unable to temporarily modify their permanent hours of work, an Employee shall have the discretion to formally request a temporary layoff that shall not last longer than forty-five (45) calendar days. In this instance, the notice period per **Article 14.06** will be deemed void in its entirety and the impacted Employee shall be deemed laid off with 48 hours of notice. **Article 14.03** shall remain in full force and effect for all impacted Employees. If after the temporary layoff period, there remains no available work on the Employee's static shift, the impacted Employee shall have the discretion to return to work on one of the above noted shifts for the duration of their formal notice period per **Article 14.06 (a) (ii)** or elect to waive their return to work and remain on layoff. In this instance, **Article 14.03** shall remain in full force and effect.

Article 24 – Vacations With Pay

- Further to **Article 24.02**, the Society shall permit a minimum of 25% of Employees per shift (i.e. days/afternoons/midnights and during Part-time evening shifts) to be off at one time. The Society is committed to maintaining the established reasonableness in regard to approving additional vacation time. The Society may increase the number of Employees who can be off on vacation at one time as program volumes ebb and flow.
- Following the vacation approval process outlined in **Article 24.04**, during the months of July, August and December, Casual Employees may request to take casual unpaid vacation weeks. Approval to use such allotments will be granted based on remaining availability and will count toward the 25% of Employees permitted to be off at one time.

Article 29 – Casual Employees

- Sections of **Article 29 – Casual Employees** as contained in the Collective Agreement shall be considered inactive for the duration of the term of this Collective Agreement and until a new Collective Agreement is ratified and implemented. Specifically, all grayed out language contained within **Article 29 – Casual Employees** shall be considered dormant while this Letter of Understanding remains in effect. All other sections of the Article shall remain in full force and effect.
- Hours of work for Casuals shall vary. There shall be no guaranteed hours. Hours will be scheduled and cancelled as outlined in **Article 29 – Casual Employees**.
- In addition to **Article 29.24**, during the months of July, August and December, Casual Employees are permitted to request unpaid vacation time in one-week blocks (during weeks that do not include a Paid Holiday) should dates remain available following the vacation process outlined in **Article 24.04**. Specifically:
 - Following the posting of the final vacation schedule for Full and Part Time Employees on December 13th, Casual Employees may request to use unpaid vacation weeks on or before December 30th at 4:30 p.m. for any time which remains available within the 25% threshold per **Article 24 – Vacations With Pay** as noted above in this LOU.

LETTER OF UNDERSTANDING

LOU #2 – Use of E-mail System

On condition that it is understood:

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

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

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

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

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

Dated at Windsor this day of 2025.

FOR THE SOCIETY

FOR THE UNION

LETTER OF UNDERSTANDING

LOU #3 – Job Sharing

Should a permanent full-time Employee seek to job share, they shall send out an email to the CUPE 2 Bargaining Unit soliciting interest from permanent Employees. After five (5) working days, the full-time Employee will contact the most senior interested Employee to develop a mutually agreeable plan. The Employees who wish to job share shall apply in writing to the Society for consideration, it being understood that approval shall be required from both the Union and the Society.

This Agreement covers the terms and conditions for the job sharing of positions within the CUPE 2286.2 Bargaining Unit. Should there be a discrepancy between this Letter of Understanding and the Collective Agreement, this letter 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 Society and the Union, to share the responsibilities of one full-time position.

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

1. Notwithstanding **Article 2.01**, both Employees shall be Union members and shall be covered by all the terms and conditions of the Agreement except as modified herein.
2. Each job sharing arrangement will replace one (1) Full-Time Bargaining Unit position for the duration of the job share agreement.
3. 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 shared. The position may be filled equally or on a proportional basis. The work schedules and workloads of the job sharers will be determined by the Supervisor in consultation with the job sharers. 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.
4. A request for a job sharing arrangement can be made by two Employees within the same job classification or where the potential job sharer has worked in the same job classification, not longer than 2 years prior to the date of the request. This request shall be made in writing to Human Resources with a copy to the Director of Service, the respective Supervisors and the Union.
5. 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.

6. The Employee(s) must be qualified to perform the duties of the shared job as determined by the Society.
7. The particular terms of any job share arrangement, in addition to the terms set out in this Agreement, shall be agreed to in writing by the Society, the Union and the two (2) Employees who are entering into the job share arrangement prior to the arrangement being confirmed. A copy of the arrangement will be forwarded to Human Resources, the appropriate Supervisor, the participating Employees and the Union and shall include the following:
 - (a) the hours of work (which shall be split equally between the Employees) and pro-rata provision for overtime;
 - (b) seniority and service shall continue to accumulate according to the Collective Agreement;
 - (c) the salary of each Employee shall be 50% of the salary delineated in **Schedule "A"**. Salary scale increments shall be given on the Employees' anniversary dates;
 - (d) the equal distribution of:
 - the paid holidays (**Article 23**)
 - the vacation entitlement (**Article 24**)
 - the health and welfare benefits (**Article 27**), it being understood that each Employee shall pay half the cost of the applicable premiums for such benefits
 - the sick leave (**Article 20**).
 - (e) Each Employee will be entitled to receive the \$25 Insurance Reimbursement per **Article 26.04**.
8. Seniority and service will continue to accumulate as outlined in the Collective Agreement during the job sharing period (except as required by OMERS).
9. Union dues will be paid on the same percentage basis as all other Bargaining Unit positions.
10. Job sharing requests will only be considered if the Employees making the request can commit to the job sharing position for a minimum of twelve (12) months. A job sharer who wants to return to full-time employment must apply for a job posting and be the successful applicant as outlined in **Article 15**.
11. The job sharing arrangement can only be terminated if:
 - (a) One of the participating job sharers accepts another position within the Society, or

- (b) One of the participating job sharers employment ceases with the Society, or
- (c) if the Society deems the arrangement is no longer in the best interests of the effective and efficient operations of the Society, in which case the job share agreement is deemed to be concluded for both Employees.

Any of the parties above will provide as much written notice as possible of their intent to terminate the job share arrangement under the circumstances.

12. If the conditions described in 11(a) and 11(b) takes place, the remaining job sharer shall revert to regular full-time employment unless 13 applies.
13. If the remaining job sharer and the Society wish to continue the job sharing arrangement, the job sharer will have six (6) months to find a new job sharing partner, who must be suitable to the Society. During the period of the search, the remaining job sharer may be required to work full-time.
14. If one of the job share partners is going off on an approved leave of absence for a period not greater than one year, the remaining partner will have the first option of filling the position on a full-time basis for the duration of the leave. In the event the remaining partner does not wish to assume the Full-Time position, the Society may fill the vacant job share position through an expression of interest extended to the Bargaining Unit members within that classification.
15. Each job sharing arrangement will be reviewed annually by the Society in consultation with the job sharers, to ensure that the arrangement is working in accordance with the needs of the Society, and the Employees.
16. Overtime for job sharers will be considered as authorized hours worked in excess of normal job share hours of that Employee and will be compensated for as per **Article 22** of the Collective Agreement.
17. All earned vacation and overtime accrued through full-time employment will be taken or arrangements will be made to compensate the Employee with Supervisory approval prior to initiation of the job sharing position, unless by mutual agreement.
18. If the Society deems the job share arrangement must cease, the Employee who, prior to the job share arrangement, occupied the Full- Time position will remain in the Full-Time position. The remaining job sharer will be placed into their same position held previous to the commencement of the job share arrangement if available. If the former position no longer

exists or is not available, the Employee may exercise seniority rights as per **Article 14 – Layoff and Recall**, of the Collective Agreement.

Dated at Windsor this day of _____, 2025.

FOR THE SOCIETY

FOR THE UNION

APPENDIX "B"

Job Share Arrangement Between

NAME Position Holder (Employee A)

And

NAME 2nd person (Employee B)

Whereas Employee A and Employee B have submitted a request in writing on <DATE> to enter into a Job Share Arrangement for the assignment of full time (FT) with the working days/static shift of <days/hours> in the classification of Child & Family Access Worker.

Whereas Employee A and Employee B both agree to fulfill the work of one Full Time assignment. Specifically:

Employee A will work:

<specific days of the workweek assigned to Employee A>

Employee B will work:

<specific days of the workweek assigned to Employee B>

It is recognized that Employee A is the 'owner' of the aforementioned FT assignment for which the workers are requesting to job share in this agreement; and

Whereas Employee B would vacate their permanent assignment of <specific position held including static shift and days of work> during this job share agreement; and

Whereas both the Union and Society agree to this job share arrangement; and

1. In accordance with LOU #3 Job Share (Article attached), whereby Employee A and Employee B commit to this agreement for a minimum of 12-months, the following terms and conditions shall be agreed to and adhered to, by all parties. Such terms and conditions are as follows:
 - a) The hours of work, which shall be split equally between the Employees on a bi-weekly basis.
 - b) Seniority and service shall continue to accumulate according to the Collective Agreement.
 - c) The equal distribution of:
 - i. The paid holidays (**Article 23**)
 - ii. The vacation entitlement (**Article 24**)
 - iii. The health and welfare benefits (**Article 27**), it is understood that each Employee shall pay half the cost of applicable premiums for such benefits and receive 50% of such benefits. Should one Employee elect to not participate in benefits, the other Employee will receive the benefit entitlement of the full-time assignment.

- iv. The sick leave (**Article 20**)
 - v. Any other entitlement or benefit not listed above.
 - d) Each Employee will be entitled to receive the \$25 Insurance Reimbursement per **Article 26.04**.
 - e) Union dues will be paid on the same percentage basis as all other Bargaining Unit positions.
 - f) The job-sharing arrangement can only be terminated if:
 - i. One of the participants requests the agreement be terminated, or
 - ii. One of the participating job sharers accepts another position within the Society, or
 - iii. One of the participating job sharers employment ceases with the Society, or
 - iv. If the Society deems the arrangement no longer in the best interests of effective and efficient operations of the Society, in which case the job share agreement is deemed to be concluded for both Employees, or
 - v. The Union may choose to discontinue the job share.
 - g) The parties acknowledge holidays will occur from time to time. Whomever is normally assigned to work on the day the holiday falls will receive the wages from that associated holiday.
 - Example: If a holiday falls on a Tuesday, the party assigned to Tuesdays would be compensated for said holiday per Article 23 (Paid Holidays). If a holiday occurs on a day that is not a regular day of work, for example a Saturday or Sunday, the parties will equally split any wages and divide any observed holiday hours equally.
 - h) Any individual years of service and/or recognition days earned shall be awarded to the Employee and be in accordance with the conditions of the Collective Agreement.
 - i) Each Employee understands that there are OMERS implications when working less hours than their regular hours in a pay period. Each Employee shall be responsible to follow up with OMERS individually to ascertain how the job share will impact their pension.
 - j) Should either Employee choose to end this agreement before the noted expiry date, they shall provide a minimum of 2 weeks' written notice to the Child & Family Access Supervisors and Human Resources.
 - k) Should the Society or the Union choose to end this agreement early, a minimum of 30 days' written notice shall be provided to each of the parties.
 - l) The participating Employees may switch days, as needed, with proper notification to the Supervisor, as long as it does not require scheduling adjustments and both workers achieve five (5) shifts in each two week payroll period. This shall be clearly communicated to payroll.
2. In the event this agreement is terminated per (e) i, ii. or iii, point 18 of the LOU #3 shall apply along with the following:
- i. If the remaining job sharer, Society and Union wish to continue the job-sharing arrangement, the job sharer will have six (6) months to find a new job-sharing partner. During the period of the search, the remaining job sharer, if they so choose, may continue their portion of the schedule for the six (6) month period.
 - ii. If one of the job share partners is going off on an approved leave of absence

(save and except statutory leaves) for a period not greater than one year, the remaining partner will have the first option of filling the position on a full time basis for the duration of the leave. In the event the remaining partner does not wish to assume the full-time position, the Society may fill the vacant job share position through an expression of interest extended to the Bargaining Unit members within that classification.

3. If the Society requires this position to be filled, it shall be posted as a temporary contract.
4. The total number of scheduled paid hours each week must equal 37.5 and shall not cumulatively exceed 37.5hrs.
5. Each party will work five (5) shifts in a two-week period and all scheduled work shall be assigned based on Employee A's seniority. For greater clarity, the work week will be assigned as if Employee A were working the full week.
6. If additional hours/overtime are available, each Employee's individual seniority shall apply, available hours shall not be split or divided between the job sharers.
7. Flex and/or overtime shall be awarded to the worker that performed the work and shall be processed in accordance with the scheduling and overtime Articles.
 - Notwithstanding the provision above, as it relates to overtime hours worked for each of the respective job sharers (beyond their standard work week), each of the Employees shall be entitled to choose to accumulate the first additional five (5) overtime hours worked as flex time or elect to receive payment at straight time per the Employees discretion. Following this, all overtime worked up to forty (40) hours will be compensated at the rate of one times the Employees regular rate of pay. All hours worked beyond forty (40) in a one-week period will be compensated at one and one-half (1.5) times the Employees' rate of pay.

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.

A copy of this signed arrangement, along with a copy of LOU #3, will be distributed to Employee A and B and forwarded to Human Resources, the appropriate Supervisor, the participating Employees and the Union

Dated this ___<MONTH>___day of <DAY> , <YEAR>

Employee A

Employee B

for the Union

for the Employer

LETTER OF UNDERSTANDING

LOU #4 – Funded Leave Plan

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

The conditions of the Leave Plan are as follows:

1. A “term” shall not be less than six (6) months nor greater than one (1) year.
2. The Employee must defer between five (5) and twenty (20) percent of salary for four (4) terms immediately prior to the leave and must apply six (6) months in advance of the four (4) term period.
3. The application must be in writing on a form to be prepared by the Society for such purpose and, if approved, participation shall be set forth in writing in a signed memorandum of agreement.
4. At the time of applying, the Employee must have twelve (12) months of continuous service as a Full-Time Employee.
5. The Employee will be paid the amount of monies deferred (plus interest) either in one (1) lump sum payment on the commencement of the leave period or in two (2) lump sums, one on the commencement of the leave period and the other on the first working day of the following calendar year.
6. The cost of all benefits under **Article 27.01** will be deducted from the lump sum payments to the Employee. The group life coverage will be adjusted for the full five (5) term period.
7. Seniority will continue to accumulate during the leave period.
8. Sick leave shall not accumulate during the leave period.
9. Vacation pay and vacation time off and holiday pay and holiday time off for the leave period shall be waived.
10. Union dues shall be deducted during the leave period.
11. Income tax shall be deducted in accordance with the *Income Tax Act* and regulations or any revision thereof.
12. In the case of termination of employment or the death of the Employee, any unpaid monies shall be paid to the Employee or the Employee’s estate.

LETTER OF UNDERSTANDING

LOU #6 – Social Work and Social Service Work Act

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

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

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

Dated at Windsor this day of , 2025.

FOR THE SOCIETY

FOR THE UNION

LETTER OF UNDERSTANDING

LOU #7 – Workload

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 Employees and recognizes the inherent worth of every Employee. The Society further recognizes that the issue of workload is a serious concern to Bargaining Unit members. The Society and the Union recognize the responsibility to provide services in accordance with the *Child, Youth and Family Services Act* and to conform to current Ministry Standards. It is also the responsibility of the Society to manage the resources allocated to it by the Province of Ontario in order to establish and maintain an effective infrastructure to facilitate the Employee's achievement of said standards.

2. Where Employees have concerns with their workload, they may bring such concerns to their Supervisor. Discussions of workload issues will be a standing agenda item on each Union/Management Meeting in an effort to effectively manage and review workload demands and concerns.

Dated at Windsor this day of , 2025.

FOR THE SOCIETY

FOR THE UNION

Provincial Bargaining Table Agreement

Human Resource Adjustment Plans (HRAP)

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

PREAMBLE

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

ARTICLE 1 – SCOPE AND PURPOSE

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

ARTICLE 2 – GENERAL

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

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

ARTICLE 3 – DEFINITIONS

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

ARTICLE 4 – SENIORITY

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective Collective Agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected Employees will transfer all service and seniority to the Successor Employer.
 - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an Employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the Employee is employed in both of the transferred programs), the Employee shall receive the greater amount of seniority and service held at either Predecessor Employer.

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

ARTICLE 5 – ACCESS TO WORK

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

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

- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.
- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective Collective Agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

- 7.01 In the event of layoff due to an integration, the employer shall lay off Employees in the reverse order of their seniority within their classification, providing that those Employees who remain on the job have the qualifications, skills and ability to perform the work.
- 7.02 An Employee who is subject to permanent layoff shall have the following entitlements:
- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
 - (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

ARTICLE 8 – TERMS OF EMPLOYMENT

- 8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of Employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled Employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.

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

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

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

- (a) An arbitrator will be selected by mutual agreement of the parties within 30 days of the initial event giving rise to the dispute, failing which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.
- (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- (c) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
- (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable Collective Agreements.
- (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) Time limits may be extended in writing by mutual agreement.

ARTICLE 10 – TERM AND APPLICATION

10.01 The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.

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

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

Health Care Spending Account

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

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

Health Spending Account list of eligible expenses

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

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

Acupuncturists	Naturopaths	Physiotherapists
Chiropodists	Nurses	Podiatrists
Chiropractors	Occupational Therapists	Psychoanalysts
Christian Science Practitioners	Optometrists	Psychologists
Dental hygienists	Osteopaths	Social Workers
Dentists	Pharmacists	Speech Therapists
Dieticians	Physicians	Theraputists
- Dental Services (preventative, diagnostic, restorative, orthodontictreatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment:

Artificial eyes	Ileostomy or colostomy	Incontinence supplies pads
Artificial limbs	Hospital bed	Crutches

Breast prosthesis	Walkers	Hearing Aid
Laryngeal speaking aids	Wheelchairs	Limb braces
Wigs	Orthopedic Shoes	Oxygen tent or equipment

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

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

Gender-Neutral Joint Job Evaluation Maintenance Agreement

BETWEEN

The Windsor-Essex Children's Aid Society

(hereinafter referred to at the "Society")



WINDSOR ESSEX
Children's Aid
Society

AND



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

TERMS OF REFERENCE

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JOINT JOB EVALUATION MAINTENANCE PROCEDURES

Introductory Statement

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

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

Article 1 – Joint Job Evaluation Committee and Mandate

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

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

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

Article 2 – Maintaining the Job Evaluation Program

- 2.1 The *J.J.E.C.* shall maintain accurate job descriptions and job ratings on an ongoing basis. The *J.J.E.C.* shall review jobs upon request and conduct a comprehensive review of all positions within each five-year period. Jobs shall be rated in the order of their date of submission and/or review, beginning with the oldest to the newest date.
- 2.2 Either the incumbent(s) or the Supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Re- Evaluation Form (see Appendix A), stating the changes or added duties of the job.
- 2.3 The *J.J.E.C.* shall consider the request and perform an evaluation and inform the Society of the results. Following the appeal process, the subsequent evaluation shall be considered final and binding upon the parties and all Employees affected. The *J.J.E.C.* shall inform the incumbent(s), the Supervisor and the Union President of its decision.
- 2.4 Whenever the Supervisor/Society changes the duties and responsibilities of a job or the incumbents(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
 - a) The incumbent(s)/Union or the Supervisor/Society may request a job evaluation review by completing and submitting a Job Evaluation Re-Evaluation Form (Appendix A);
 - b) Upon receipt of a completed Job Evaluation Re-Evaluation Form, the *J.J.E.C.* shall within 30 days, proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and Supervisor to complete an up-to-date Job Analysis Questionnaire, the joint interviewing of incumbent(s) and/or Supervisor(s) and/or joint visits to the job site. The incumbent(s) and the Supervisor will have the opportunity to meet together to discuss the job in detail. Neither party shall be permitted to alter the others response, but their comments will be documented and included as part of the Job Analysis Questionnaire. Based on this information, the *J.J.E.C.* shall update the job description, as necessary.

- c) Where the job description has been changed, the *J.J.E.C.* shall meet to rate each sub factor of the job, and to establish a rating for the job and advise the incumbent(s), and the Supervisor of its decision (Appendix B). The rating of the job shall determine the pay grade for the job.
- d) The results of the Committee's ratings shall be communicated to the incumbent(s)' Supervisor and the Union President within 45 days of receipt of the initial completed re-Evaluation Form from the incumbent(s)/Supervisor. Such communication shall be by the Review Decision Form (Appendix B).
- e) If the job is rated at a pay grade higher than the existing pay band, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Re- Evaluation Form was submitted. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated on the higher of the revised or previously existing job rate;
- f) If the job is rated at a pay grade lower than the existing pay band the incumbent(s) rate of pay shall be maintained at the existing pay grade. The incumbent(s) shall continue to receive any increment adjustments and all economic adjustments negotiated from time to time shall be calculated upon their current rate.

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

- a) The Society shall prepare a draft job description for the job;
- b) The *J.J.E.C.* shall meet within 30 days and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted in accordance with the provisions set out in the Collective Agreement, and any person appointed to the job shall be paid the temporary pay grade;
- d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the Supervisor shall complete a Job Analysis Questionnaire, which shall be submitted along with the job description to the *J.J.E.C.* The *J.J.E.C.* shall develop a job description and rate the job according to the job evaluation plan and communicate the results of such ratings according to procedures outlined in 2.4(d).
- e) The pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of this six (6) months re-examination of the job, the incumbent shall be treated as in 2.4(f) for the duration of their tenure in the job.

2.6 **Appeal Procedure**

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

Article 3 – Settlement of Disagreements

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

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

BARGAINING UNIT JOB EVALUATION PROCESS

1. Each person of the Joint Job Evaluation Committee should have an understanding of the job description in its entirety, including a consideration of the organizational structure and location in which the position fits. Before evaluating the job descriptions, the committee must have a good understanding of the job evaluation sub factors and the definitions of the levels within each sub factor.
2. It is essential that only the contents of the job descriptions are evaluated. The incumbent's qualifications, attributes, or their ability to perform certain functions should not be considered, nor should the Agency's hiring practices be taken into consideration. It will be job content, and not incumbent performance, that will be evaluated.
3. Each job description should be evaluated in its entirety before another job description is evaluated.
4. Following the first evaluation, all job descriptions will be re-evaluated factor by factor.
5. *J.J.E.C.* members will exempt themselves from the evaluation where the member could gain, or be perceived to gain, from the evaluation of a specific job. *J.J.E.C.* members will not evaluate their own job, the job of a direct subordinate or a Supervisor and shall refrain from evaluating any job that could place them in a conflict of interest. All *J.J.E.C.* members are entitled to appeal their evaluation results.

6. When assessing a job description for a given factor, work from the lowest level, and compare the job description with the sub factor level definitions until a match is identified and there is a consensus of committee members.
7. Review sub factor level definitions above and below the ones tentatively selected for each sub factor. It is not expected that a position will meet all the criteria of a level, but the selected level should represent the "best fit" as compared with both the preceding and following levels (where applicable).
8. If a discrepancy exists regarding the sub factor level a position should be assigned, the position should receive the benefit of the doubt and be assigned the higher level only if the higher level requirement is significant and critical to the functioning of the position. A requirement is considered to be of significance if it occupies at least 20% of the normal work week.
9. The scores will be determined following the evaluation of the position.
10. When all job descriptions have been evaluated, a summary page with all positions and level scores should be compiled and checked for consistent application of the evaluation procedures between positions.

RULES/GUIDELINES FOR THE JOINT JOB EVALUATION COMMITTEE

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

Job Evaluation: Review Decision Form



Employee Name: _____

Job Title: _____

Supervisor: _____

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

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

Total: _____

Rational: _____

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

Unchanged: _____ At Band: _____

Changed: _____ To Band: _____

Date: _____

Employer Co-Chair: _____

Union Co-Chair: _____

Original to: Incumbent(s)

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

