

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF GUELPH  
AND WELLINGTON COUNTY**

(hereinafter referred to as the Employer)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4325**

(hereinafter referred to as the Union)

**April 1, 2025 to March 31, 2029**

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - RELATIONSHIP.....	4
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - HUMAN RIGHTS .....	6
ARTICLE 6 - NO STRIKE NO LOCKOUT .....	7
ARTICLE 7 - SECURITY / DUES CHECK-OFF .....	8
ARTICLE 8 - UNION REPRESENTATION.....	9
ARTICLE 9 - COMMUNICATION BETWEEN UNION AND EMPLOYEES .....	11
ARTICLE 10 - COMMUNICATIONS BETWEEN UNION AND EMPLOYEES AND MANAGEMENT AND UNION.....	12
ARTICLE 11 - BOARD OF DIRECTORS MEETINGS.....	13
Labour Management Committee .....	13
ARTICLE 12 - GRIEVANCE AND ARBITRATION.....	15
Step #1 .....	15
Step #2.....	16
Step #3.....	16
Step #4.....	16
Harassment Grievances .....	17
Policy Grievances.....	18
Group Grievances .....	18
Discipline and Discharge .....	18
ARTICLE 13 - SENIORITY.....	20
Accrual of Seniority.....	21
Maintenance of Seniority .....	21
ARTICLE 14 - LAYOFF AND RECALL.....	24
ARTICLE 15 - HOURS OF WORK.....	27
ARTICLE 16 - HOLIDAYS.....	31
ARTICLE 17 - VACATION.....	33

ARTICLE 18 - EMPLOYEE RECORDS.....	35
ARTICLE 19 - HEALTH AND WELFARE .....	36
ARTICLE 20 - CLIENT COMPLAINTS .....	39
ARTICLE 21 - LEAVE OF ABSENCE .....	40
Bereavement Leave .....	40
Education and Training Leave .....	41
Jury Duty .....	42
Family Leave .....	42
Leaves of Absence .....	42
Compassionate Care Leave/Family Medical Leave .....	42
Medical Appointments .....	43
ARTICLE 22 - ABSENCE FROM WORK .....	44
ARTICLE 23 - VACANCIES, PROMOTIONS, TRANSFERS.....	45
ARTICLE 24 - RATE OF PAY ON PROMOTION OR RECLASSIFICATION .....	48
ARTICLE 25 - STAFF TRAINING AND DEVELOPMENT .....	49
ARTICLE 26 - STAFF TRAVEL.....	50
ARTICLE 27 - CELL PHONE ALLOWANCE .....	52
ARTICLE 28 - SICK LEAVE .....	53
ARTICLE 29 - LEGAL LIABILITY .....	54
ARTICLE 30 - PROFESSIONAL FEES AND AFFILIATIONS.....	57
ARTICLE 31 - <i>EMPTY</i> .....	
ARTICLE 32 - WAGES .....	58
ARTICLE 33 - PREGNANCY, PARENTAL AND ADOPTION LEAVE .....	59
ARTICLE 34 - WORK OF THE BARGAINING UNIT .....	60
ARTICLE 35 - REQUEST FOR PART TIME EMPLOYMENT.....	61
ARTICLE 36 - <i>EMPTY</i> .....	
ARTICLE 37 - WORKLOAD .....	62
ARTICLE 38 - HEALTH AND SAFETY .....	68
ARTICLE 39 - VIOLENCE IN THE WORKPLACE.....	69

ARTICLE 40 - DUTY TO ACCOMMODATE/RETURN TO WORK .....	70
ARTICLE 41 - DURATION .....	71
SCHEDULE "A" SALARY GRIDS .....	72
SCHEDULE "B" TERMS AND CONDITIONS RELATED TO EMERGENCY AFTER HOURS SERVICE ROSTER WORK .....	74
SCHEDULE "C" TERMS AND CONDITIONS RELATED TO SUPERVISED ACCESS WORKERS.....	76
Letter of Understanding Re: Job Sharing .....	77
Letter of Understanding Re: Extra Hours of Work Agreement for the Purposes of After Hours Work.....	80
Letter of Understanding Re: Employment Equity.....	81
Letter of Understanding Re: Special Events/Circumstances.....	82
Letter of Understanding Re: Clinical Support Worker .....	83

**ARTICLE 1 - PREAMBLE**

---

- 1.01 The Family and Children's Services of Guelph and Wellington County mandate is to deliver child welfare service to the families and children of Guelph and Wellington County. All employees who are subject to the provisions of this Agreement are required to provide service to the public in accordance with the Mission Statement, our Values statement and the Strategic Directions and to comply with the provisions of the legislation governing the provision of child welfare services in Ontario and Ministry Standards as amended.
- 1.02 The main purpose of this Agreement is to establish and maintain working conditions, hours of work and salary with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

**ARTICLE 2 - RECOGNITION**

---

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees employed by the Children's Aid Society of Guelph and Wellington County which is also called Family & Children's Services of Guelph and Wellington County save and except Supervisors and persons above the rank of Supervisor, Human Resources Generalist, Information Systems Coordinator, Information Systems and Data Quality Project Manager, Fund Development Coordinator, Camp Coordinator, Administrative Assistant to the Executive Director/Senior Management Group, students, employees with neighbourhood programs as may be created from time to time.
- 2.02 The word "employee" or "employees" in this Agreement, unless clearly specified as otherwise stated, shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Article 2.01.
- 2.03 No employee shall be required or permitted to make any written or verbal Agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.
- 2.04 Employees shall be defined in this Agreement in the following classifications:
- a) Child Protection Workers which shall include Family Services Worker, Children's Services Worker, Foster and Adoption Worker, Kin Worker, Family Services Worker – After Hours and CPIN Sustainment Worker;
  - b) Clinical Support Worker;
  - c) Coordinator of Volunteer Services;
  - d) Network Administrator;
  - e) Child and Youth Worker;
  - f) Legal Assistant;
  - g) Accounting Assistant;
  - h) Information and Disclosure Clerk;
  - i) Administrative Assistant;
  - j) Receptionist/Volunteer Drive Coordinator;
  - k) Emergency After Hours Service Stand-By Worker
  - l) Supervised Access Worker.

- 2.05 Emergency After Hours Service Stand-by Workers shall be covered by the terms of the Collective Agreement subject to the agreed alterations to those terms as set out as Schedules to this Collective Agreement.
- 2.06 The term “full-time employee” refers to an employee who is employed by the Employer on the basis of full-time hours.
- 2.07 The term “part-time employee” refers to an employee who is employed by the Employer for less than full-time hours per week.
- 2.08 The term “casual employee” refers to an employee who may be called into work from time to time on an as needed basis for the purpose of supervised access, one to one counselling, one to one tutoring, one to one assistance to individuals with disabilities, and intermittent clerical work. The parties agree that the list of jobs performed above is not exhaustive and agree that additions to it will be made by Agreement between the parties. It is agreed that casual employees will not be covered by the terms of the Collective Agreement.
- 2.09 The term “contract employee” is one who is hired for a predetermined length of time to do a specific job or to replace an employee on a leave of absence. Contract employees may have their employment extended by the Employer beyond the agreed upon end date. Any contract employee whose continuous employment extends beyond twenty-four (24) months, will become a permanent employee. However, if a contract employee is continuously employed under a single contract of employment for more than twelve (12) months, they will become a permanent employee. Where the contract is for the replacement of employees on pregnancy, parental, and/or adoption leave and the contract employee is continuously employed under a single contract of employment for more than twenty-four (24) months, they will become a permanent employee. The parties may agree to extend the aforementioned periods of contract employment without the employee becoming permanent. Such agreement will not be unreasonably withheld by either party. In the event of a break in service of less than thirty (30) working days during a contract employee’s employment, the break shall be disregarded and the time worked shall be considered continuous.

**ARTICLE 3 - RELATIONSHIP**

---

- 3.01 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or 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.
- 3.02 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.
- 3.03 All references to gender in this Agreement shall be read as applying to all genders where the context would apply.
- 3.04 Where the singular is used throughout this Agreement it is agreed that the plural is an acceptable substitute wherever the plural is applicable.
- 3.05 The Employer agrees to supply the Union on a quarterly basis with a list of the names, job titles, work email addresses, home mailing addresses and home phone numbers of all employees in the bargaining unit. The Employer will supply cell phone numbers and personal email addresses of the employees in the bargaining unit if they are provided to the Employer. The list will also specify the employees' employment status (such as full-time, part-time, contract) and whether the employee is active or inactive. The employee contact list will be provided in an electronic spreadsheet. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

**ARTICLE 4 - MANAGEMENT RIGHTS**

---

- 4.01 The Union recognizes and acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency.
  - b) hire, assign, direct, promote and demote, classify, transfer, layoff and recall and select and retain employees for positions excluded from the bargaining unit.
  - c) Suspend, discharge or otherwise discipline employees who have completed the probationary period for just cause, subject to the right of the employee to grieve in accordance with the grievance, mediation and arbitration procedure as set out in this Agreement.
  - d) discipline or discharge of probationary employees for any reason and provided that the Employer acts in good faith, such discipline or discharge is not subject to the grievance, mediation and arbitration procedure.
  - e) manage the agency and without restricting the generality of the foregoing, to determine, modify, discontinue or add occupational classifications, job procedures, processes of operations; to establish new or improved methods of work, facilities, methods of training, to determine programs, complement, organization and the number and classification of employees required from time to time, the number and location of facilities, services to be performed and assignment of work and the extension, limitation, curtailment or cessation of operations in whole or in part.
  - f) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees; the Union will be advised of any changes or additions to rules and regulations prior to implementation.
- 4.02 The Employer agrees to exercise these rights in a manner consistent with the provisions of the Collective Agreement.

**ARTICLE 5 - HUMAN RIGHTS**

---

- 5.01 The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual, and recognize each individual's entitlement to a respectful, safe and healthy workplace. Discrimination, bullying and harassment are detrimental to workplace culture, collaboration and wellbeing. The parties are committed to equity and freedom from adverse discrimination, bullying and harassment in keeping with our mutual obligations under the *Ontario Human Rights Code*. The parties agree that there will be no harassment or discrimination in the workplace contrary to the *Ontario Human Rights Code* and the Employer agrees to maintain a policy with respect to harassment in the workplace which is accessible to all employees.
- 5.02 The Employer and the Union recognize their responsibility and obligation under the *Ontario Human Rights Code* and the Employer's policies to facilitate the accommodation of disabled employees up to the point of undue hardship.

**ARTICLE 6 - NO STRIKE NO LOCKOUT**

---

- 6.01 In view of the orderly procedures established by this Agreement and provisions of the *Labour Relations Act*, as amended from time to time, the Union agrees that there will be no strike, slowdown, work stoppage (either complete or partial) or other interruptions or interference with operations during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.

**ARTICLE 7 - SECURITY / DUES CHECK-OFF**

---

- 7.01 The Employer agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.
- 7.02 The amount of the regular Union dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution, and the Secretary-Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authorization to make the deductions specified.
- 7.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.
- 7.04 Dues deduction shall become effective in the month in which the employee was hired. The deduction shall be made from each pay in each calendar month and forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees within fourteen (14) days of the pay on which the deductions were made. Along with the deductions, the Employer will provide a completed Union dues remittance form.
- The Employer will also send to the Secretary-Treasurer of the Union a copy of the Union dues remittance form along with an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, job title, regular earning, and dues deducted.
- 7.05 The Employer agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Individual Income Tax T4 forms.

**ARTICLE 8 - UNION REPRESENTATION**

---

- 8.01 The Employer acknowledges the right of the Union to elect or otherwise select an executive committee, a grievance committee and a negotiating committee.
- 8.02 The Employer recognizes the following representatives of the Union:
- a) The authorized representatives of the Union shall be the executive committee composed of president, vice-president, recording secretary, the secretary-treasurer, and the chief steward or their designates whose duties shall be to handle Union business and act as liaison between the Union and the Employer.
  - b) Four stewards, one of whom will be designated as chief steward. The Employer will recognize a grievance committee which will consist of the president or designate, the chief steward or designate, and a steward. Stewards shall be employees of the Employer in the bargaining unit and shall have successfully completed their probationary period.
  - c) A negotiating committee composed of three members of the Union. The Union shall have the right at any time to have the assistance of an outside labour resource in dealing or negotiating with the Employer.
  - d) The Union will advise the Employer of the names of its representatives as outlined in the above clauses. The Union will advise the Employer of the identity of the designate to the grievance committee if such designate is required. It is understood and agreed that the steward serving on the grievance committee shall be the steward who initially processed the grievance where possible.
- 8.03 Members of the Union negotiating team will receive their regular rate of pay and applicable benefits while attending negotiations for days which they otherwise would have worked but for negotiations up to and including conciliation. It is understood that hours spent in negotiations will be considered as paid time up to a maximum of seven hours per day.
- 8.04 The Union will be allowed to hold meetings on the Employer's premises provided that such meetings are outside working hours, provided the Union has requested in advance the use of the meeting room and obtained the approval of the senior management designate, and provided the Union gives the Employer advance notice of any attendees who are not employees. It is understood that, in any event, no such meeting shall interfere with the normal operations of the Employer.

- 8.05 Prior to the beginning of contract negotiations with the Employer, members of the negotiating committee will be permitted to take a maximum of 21 hours off for the purpose of meeting to prepare for negotiations. Of that 21 hours, 14 hours may be taken off without deduction of pay. Such time off shall not interfere with the operations of the Employer or the timely completion of employee duties. Members of the negotiating committee shall give the Employer two weeks' notice in writing in advance of the time off requested under this article.
- 8.06 The Employer may grant leave of absence without pay to employees who have passed their probationary period and are selected or appointed by the Union for the purpose of attending at union functions. Request for such leaves of absence must be made in writing, at least two (2) weeks in advance of the leave. Such leave shall not be unreasonably denied. No more than four (4) employees may be absent at any one time and not more than two (2) from any one team. The maximum cumulative leave for all employees shall not exceed forty-eight (48) working days in each contract year.

**ARTICLE 9 - COMMUNICATION BETWEEN UNION AND EMPLOYEES**

---

- 9.01 The Employer agrees to provide space on bulletin boards in each branch and on the Employer's intranet for the posting of Union Notices pertaining to elections, appointments, meeting dates, news items and minutes of Union meetings. All notices, except for notices of Union meetings and minutes must first be approved by the Director of Human Resources or designate before being posted. Such approval will not be unreasonably withheld.
- 9.02 The Employer will make available to the Union executive the interoffice mail system, voice mail and e-mail for the exchange of correspondence between the members of the Union executive without cost. The Employer will make available the interoffice mail system and e-mail for the purpose of the Union executive circulating notice of meetings, minutes of meetings and Union newsletters to members. In the case of grievances and arbitrations the Employer shall make available the interoffice mail system, voice mail and e-mail for the purpose of exchange of correspondence between the steward and the grievor. Such correspondence shall be confidential to the recipient thereof.
- 9.03 The Union executive will be permitted to use the Employer's photocopiers and fax machines for the purpose of communicating with the Employer. The Union shall compensate the Employer for the use of those services at a rate agreed upon by both parties.

**ARTICLE 10 - COMMUNICATIONS BETWEEN UNION AND EMPLOYEES AND MANAGEMENT AND UNION**

---

- 10.01 The Employer agrees to provide all employees (new and current) with a copy of the Collective Agreement if the Union agrees to equally share the cost of printing them. Each new employee will be allowed to meet with a Union representative for 30 minutes as arranged with the supervisors involved. The Employer shall notify the Union in writing of the name, classification and salary of all new employees as soon as possible after the date of hire.
- 10.02 The Employer agrees to provide the Union in writing the name and position of each employee hired as a temporary/casual and contract employee and the intended length of the employee's term of employment on the date of hire.
- 10.03 All correspondence regarding the administration of this Agreement will be forwarded to the Recording Secretary of the Union.
- 10.04 The Employer agrees during the course of this Collective Agreement to provide the Union with copies of all benefit plans, annual financial statements, TPAR audits, and service plans.
- 10.05 The Employer will provide the Union with a list of all Agency volunteer functions on an annual basis.

**ARTICLE 11 – BOARD OF DIRECTORS MEETINGS**

---

- 11.01 The Union will be invited to the first half of each regular meeting of the Board of Directors with the Union appointing one employee to do so as an observer, but shall not be permitted to make any representations to the Board. The Union agrees to provide the Employer with the name of such representative and the name of an alternate who will attend in the event that the representative cannot attend a meeting. It is understood that the Union or the employee appointed by the Union shall not be entitled to any information, agenda or other material whatsoever relating to in camera and private meetings of the Board of Directors.
- 11.02 Attendance by the Union appointed representative at any meeting of the Board of Directors shall be considered time worked.
- 11.03 The agenda shall be provided to the Union representative in advance of attending the Board Meetings.
- 11.04 The Employer reserves the right to declare any meeting of the Board of Directors in camera and private and such declaration shall not be subject to grievance or arbitration.

**Labour Management Committee**

- 11.05 During the term of this Collective Agreement, a committee consisting of three (3) Employer representatives, and such other representative as may be required from time to time, agrees to meet with a committee of the Union consisting of not more than three employee representatives, and such other representatives as may be required from time to time, at least once every two months, or at such other times as the parties may agree. It is understood that management and union representatives participating at the committee must be employees of the agency. Meetings will be at a time agreed upon between representatives of the Union and the Employer and any requests for a meeting shall be made in writing at least two weeks in advance with an agenda provided.
- 11.06 The purpose of Labour Management Committee meetings shall be to deal with present or prospective problems relating to the administration of the Collective Agreement or other matters mutually agreed to by the parties.
- 11.07 The Employer agrees to pay for time lost during regular working hours for Union representatives attending up to a maximum of four (4) hours in any one Labour Management Committee meeting. It is further understood that the Employer may initiate meetings where it wishes to discuss matters with Union representatives and in such a case, the Employer will pay for all time lost

during regular working hours through attendance of Union representatives at any such meetings.

- 11.08 Minutes of these meetings will be taken in an agreed upon fashion, signed by representatives of each party, distributed to all committee members, and posted on bulletin boards provided for Union matters.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION**

---

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

For the purpose of this Article, reference to “days” relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays, paid holidays as defined in Article 16 (Holidays).

- 12.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Except where otherwise provided, it is understood that an employee has no grievance until they have first given the relevant Supervisor/Manager the opportunity of resolving their complaint. If an employee has a complaint, they shall discuss it with the relevant Supervisor/Manager within five (5) days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employee. The employee may choose to have their steward present at the discussion and will be advised of this if the Supervisor/Manager is advised by the employee that their complaint is a formal complaint pursuant to this article. The Supervisor/Manager shall give their decision in writing within five (5) days.

The five (5) day time limit for discussing a complaint may be extended by the Employer in its sole discretion if the employee is too ill to attend or contact the Supervisor/Manager to advise of their complaint. The Employer may make the granting of such an extension contingent on the Union’s agreement to particular terms with respect to it.

- 12.03 A steward will assist any employee in the bargaining unit in preparing and presenting their grievance in accordance with the grievance procedure below.

12.04 **Step #1 – Grievance Procedure**

Failing settlement, the employee and their Steward may, within five (5) days after the aforementioned decision or the expiry of the five (5) day period for giving it, present the matter as a grievance to their Director. The grievance shall be in writing on a grievance form approved by the Employer and the Union and shall state the nature of the grievance, the circumstances giving rise to the grievance, the remedy sought and shall specify the provisions of the Agreement which are alleged to have been violated. A meeting will be convened by the Director which will include the grievor and a Steward. Such meeting will be held within ten (10) days of submission of the grievance at Step #1 unless extended by written agreement of the parties. The Director

shall deliver their decision in writing within five (5) days following the presentation of the grievance to them.

#### 12.05 **Step #2 – Grievance Procedure**

Within ten (10) days after the decision in Step #1, or the failure of the Director to deliver their decision within the prescribed time period, the Union grievance committee may submit the grievance in writing to the Executive Director or his/her designate. A meeting will be convened by the Executive Director or designate which will include the grievor and up to two members of the Union grievance committee. Such meeting shall be held within ten (10) days of submission of the grievance at Step #2 unless extended by written agreement of the parties. It is understood and agreed that the Employer and the Union may be represented by one (1) outside representative with notice to the other party. The decision of the Executive Director or designate shall be delivered in writing within ten (10) days following the date of such meeting.

#### 12.06 **Step #3 - Referral to Mediation**

Failing settlement at Step #2, either party may request that a grievance be submitted to mediation and shall do so within fifteen (15) days after the decision under Step #2 is given. The other party shall have ten (10) days to respond. If no written request for arbitration or mediation is received within fifteen (15) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

If the parties agree to proceed to mediation, they shall agree on a mediator within ten (10) days of such Agreement. It is understood that the arbitration process shall be held in abeyance pending the results of the mediation.

If mediation is not acceptable to either party, is cancelled, or is unsuccessful, the grieving party may proceed to arbitration and shall provide a written request for arbitration within ten (10) days of such occurrences. If no request for arbitration is forwarded within the aforementioned time frame, the grievance shall be deemed to have been abandoned.

#### 12.07 **Step #4 - Referral to Arbitration**

Failing settlement at Step #2 of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration within fifteen (15) days as hereinafter provided. If no written request for arbitration or mediation is received within fifteen (15) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

- 12.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator from the following list:

Randi Abramsky	Jasbir Parmar	Annie McKendy
Mark Wright	Kevin Burkett	Brian Sheehan

If the Employer and the Union fail to agree upon an arbitrator within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either party.

- 12.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.10 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 12.11 At any stage of the arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

### **General**

- 12.12 No adjustment effected under the grievance mediation or arbitration procedure shall be made retroactive prior to the date by which the Union or grievor was required to present the grievance to the Employer under the terms of this Agreement.
- 12.13 Each of the parties hereto agrees to equally share the fees and expenses, if any, of the mediator and/or arbitrator and the facilities.
- 12.14 The parties may mutually agree in writing to extend the time limits.

### **Harassment Grievances**

- 12.15 Before a grievance is filed alleging harassment or bullying by a Manager/Supervisor, the employee shall first utilize the Employer's internal complaint procedure. The employee may choose to have a steward present during any meetings with the Employer under that procedure and will be advised of this prior to any such meeting. If the Employee's complaint against a Manager/Supervisor is not resolved to their satisfaction under that procedure, they may file a grievance at Step 2 within ten (10) days of the Employer's decision.

## **Policy Grievances**

- 12.16 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

## **Group Grievances**

- 12.17 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step #2 and the time limits set out with respect to that Step shall apply.

## **Discipline and Discharge**

- 12.18 A claim by an employee who has completed their probationary period that they have been unjustly discharged, suspended or disciplined in writing shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step #2 of the grievance procedure within five (5) days after the date the discharge, suspension or written discipline is effected.

Such special grievance may be settled under the grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing, suspending or disciplining in writing the employee, or
  - b) reinstating the employee with or without seniority and with or without compensation for time lost less any compensation received by the employee from any source during the period of their suspension, discharge, or lay-off to this reinstatement, or
  - c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitrator.
- 12.19 In cases of discharge and/or discipline, the burden of proof shall rest with the Employer.
- 12.20 Prior to imposing discipline the Employer shall notify the employee in advance of the purpose of the interview and their option to have a steward present. In order that the employee may contact their steward to be present at the interview, the interview will be scheduled on the next working day after the

notification is provided, unless the parties agree otherwise. It is understood that the absence of Union representation shall not invalidate the discipline.

- 12.21 The Employer may dismiss or discipline a probationary employee for any reason provided it does not act in bad faith. Probationary employees may contact their steward to be present at the termination meeting. If no steward is available within a reasonable period of time, the probationary employee may contact another local Union representative to be present at the termination meeting. Such dismissal shall not be made the subject of a grievance, unless it is in violation of the Ontario *Human Rights Code*.

**ARTICLE 13 - SENIORITY**

---

13.01 Seniority is defined as the length of continuous service from the last date of hire in the bargaining unit and shall include service with the Employer prior to the certification of the Union except as adjusted by the terms of this Agreement. Employees employed for less than a full work week shall accumulate seniority on a pro-rated basis. Unless otherwise specified in this Agreement, seniority shall operate on a bargaining unit wide basis in the respective seniority groups:

- a) Child Protection Workers which shall include Family Services Worker, Children's Services Worker, Foster and Adoption Worker, Kin Worker, Family Services Worker - After Hours and CPIN Sustainment Worker;
- b) Clinical Support Worker;
- c) Coordinator of Volunteer Services;
- d) Network Administrator;
- e) Child and Youth Worker;
- f) Legal Assistant;
- g) Accounting Assistant;
- h) Information and Disclosure Clerk;
- i) Administrative Assistant;
- j) Receptionist/Volunteer Drive Coordinator;
- k) Emergency After Hours Service Stand-By Worker;
- l) Supervised Access Worker.

13.02 A newly hired unauthorized Child Protection Worker shall be on probation for the first nine (9) months of their employment. All other newly hired employees shall be on probation for the first six (6) months of their employment. Probation periods may be extended by mutual agreement of the parties, in writing. Upon successful completion of the probationary period, the employee shall be credited with seniority from date of hire. However, a contract employee is only credited with seniority upon becoming a permanent employee in accordance with Article 2.09. Upon becoming a permanent employee, a contract employee shall be credited with seniority from their original date of hire provided there

was no break in service of thirty (30) working days or longer. A contract employee with a break in service of thirty (30) working days or longer shall be credited with seniority from their first day of service following the break in service. The employee shall not serve more than one (1) probationary period, provided there is no break in employment.

- 13.03 For newly hired employees of the Employer, the probationary period is a time during which the employee is to learn the basic part of the job, assess their own suitability for the position, and during which the Employer assesses the employee's suitability for the position. Where performance concerns or problem areas are identified during supervision, the employee will be advised of the problem areas and of expectations and the time frame for improvements in writing, where reasonably practicable.

### **Accrual of Seniority**

- 13.04 It is understood and agreed that seniority shall continue to accrue in the following circumstances:
- a) while the employee continues to be an employee of the Employer;
  - b) while the employee is on leave of absence of less than three months or when on sick leave including LTD up to two (2) years;
  - c) while the employee is on an educational/training leave of up to a maximum of twelve months;
  - d) while the employee is on pregnancy, parental or adoption leave, up to the maximum time provided for the leave under the Employment Standards Act;
  - e) during the deferred salary leave year;
  - f) during any period up to but not exceeding 12 months spent on a temporary transfer outside the bargaining unit;
  - c) while the employee is on jury leave, bereavement leave, family leave, compassionate leave or leave under Article 8.06;
  - d) while on an Employer-approved secondment.

### **Maintenance of Seniority**

- 13.05 It is understood and agreed that seniority shall be maintained, but shall not accrue in the following circumstances:

- a) while the employee is on leave of absence beyond three (3) months;
- b) while the employee is on lay-off, subject to the provisions of Article 13.07;
- c) during the first twelve (12) months after a bargaining unit member applies for and is successful in obtaining a permanent position outside the bargaining unit.

13.06 The Employer shall maintain a seniority list showing the employee's name, date of hire and current classification. The seniority list shall be revised semi-annually (March 31 and September 30), with a copy sent to the Union. At the same time the list shall be posted on the intranet. If an employee does not challenge the position of their name on the seniority list within the first ten (10) working days from the date their name first appears on a seniority list, provided they are at work when the list is posted, then they will be deemed to have proper seniority standing. In the event that an employee is not at work, they must object to their seniority standing within ten (10) working days from the date they return to work.

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

- a) the employee resigns;
- b) the employee retires;
- c) the employee is discharged and not reinstated under the terms of the grievance and arbitration provisions of this Agreement;
- d) the employee has been laid off for a period of eighteen (18) months.
- e) the employee fails to notify the Employer within five (5) working days of receipt of notice of recall or fails to report to work within seven (7) working days of such notice. Notice of recall by registered mail shall be deemed to have been received on the third day following registration. Notice of recall by telephone (including voicemail) or email shall be deemed to have been received on the day a voicemail is left with or email is sent to the employee, unless done after 4:30 p.m. in which case notice shall be deemed to have been received on the following calendar day. When notice of recall is given by registered mail, the Employer shall also make reasonable efforts to provide notice of recall by telephone (including voicemail). If, when the Employer calls, there is no answer and no opportunity to leave a voicemail, the Employer need not take further steps to fulfil this obligation.

- f) the employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without obtaining an extension of such leave or providing a reason satisfactory to the Employer;
- g) the employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

13.08 It shall be the responsibility of each employee to keep the Employer advised of their home address, home e-mail address, home telephone number and cell phone number.

13.09 In recognition of the responsibility which each employee of the Employer has to ensure that the critical services provided by the Employer are disrupted to the minimum degree possible and to ensure as smooth a transition as possible where an employee has decided to leave the employment of the Employer an employee shall give, where possible, a minimum of four (4) weeks written notice of termination of employment to the Employer.

**ARTICLE 14 - LAYOFF AND RECALL**

---

- 14.01 A layoff is defined as a reduction in the workforce or a reduction in earnings which meets the definition of layoff under the *Employment Standards Act, 2000*. A layoff may be caused by the elimination of permanent positions; closure of programs, services or supports; restructuring; or other initiative which may directly impact the job security of bargaining unit members.
- 14.02 In the event of a layoff, the Employer shall identify the Supervisor's team and position in which the layoff will occur. Within the identified team, contract employees will be laid off first (if applicable), followed by the least senior permanent employee(s) on that team, provided that in all cases the remaining employees have the qualifications, experience, skill and ability to perform the remaining work.
- In the event of a layoff of Administrative Assistants or Receptionists, the Employer shall identify the position and location in which the layoff will occur.
- 14.03 Within five (5) days of receiving a notice of layoff, an employee receiving the notice may displace the most junior employee with less seniority in an equal or lower classification, providing the displacing employee has the qualifications, experience, skill and ability to perform the work.
- 14.04 The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined that there will be a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members. The Employer and Union shall meet within fifteen (15) working days of the aforementioned notice, at which time the Employer shall advise the Union of its plans. The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service. Where layoff is necessary, the Employer shall first meet with the Union to discuss the effect of such reduction on the level of services required and in the classification levels of affected staff and hear any representations of the Union. The parties may, by mutual agreement, determine how the layoff will be effected. Such agreement will be final and binding on all concerned. If no such agreement is reached, the provisions of this Article will apply.
- 14.05 In the event of layoff the Employer will notify permanent employees of a layoff in writing as soon as practically possible, but not with less than eight (8) weeks notice or pay in lieu thereof. Contract employees will receive 8 weeks notice or the expiry of the contract, whichever comes first, or pay in lieu thereof. Such notice shall not apply beyond the original termination date of the contract term for such employees.

- 14.06 Where a layoff is or becomes permanent termination and severance pay shall be on the basis of two weeks for every full year of employment from last date of hire.
- 14.07 It shall be the responsibility of each employee to keep the Employer advised of their home address, home e-mail address, home telephone number and cell phone number.
- 14.08 In the event of an increase in staffing, employees laid off in that classification shall be recalled to that classification subject to the provisions of Article 13.07 in reverse order of layoff provided the employees in question have the qualifications, experience, skill and ability to perform the available work. Notice of recall may be by telephone to the employee's last phone number registered with the employer, personal email to the employee's last email registered with the Employer, or registered mail to the employee's last address registered with the Employer. In the event notice is given by registered mail, it shall be deemed to have been received on the third day after it is sent. In the event notice is given by email, it shall be deemed to have been received on the day it is sent unless sent after 4:30 p.m. in which case it shall be deemed to have been received on the following calendar day.
- 14.09 (a) In the event of increase in staffing, and after Article 14.08 has been executed, an employee who was laid off shall be provided with the opportunity of employment in a classification equal to or lower than the classification from which they were laid off in reverse order of layoff, subject to the provisions of Article 13.07 and provided the employee in question has the qualifications, experience, skill and ability to perform the available work.
- (b) The employee shall not be penalized if the employee declines the opportunity for employment in a different classification and shall maintain recall rights to the position from which the employee was laid off, subject to the provisions of Article 13.07.
- (c) If the employee accepts an opportunity for employment, the employee shall retain rights to the classification from which they were laid off, subject to the provisions of Article 13.07. In the event the employee is laid off from the classification which was accepted as an opportunity for employment, the employee shall also retain recall rights for this classification subject to the provisions of Article 13.07.
- 14.10 No new employees shall be hired until those laid off have been given opportunity of recall pursuant to the terms of these provisions.
- 14.11 Grievance regarding layoff shall be initiated at Step 2 of the grievance procedure.

- 14.12 For the purpose of this Article, the jobs listed in Schedules "A" (Wage Grids) attached hereto shall be the "classifications" and classifications are ranked on the basis of their minimum rates of pay. It is understood that the list of jobs in Schedules "A" (Wage Grids) may be amended from time to time by the Employer.
- 14.13 For the purposes of this Article, any seniority tie between employees will be resolved by way of a coin toss by the Employer in the presence of a Union steward.

**ARTICLE 15 – HOURS OF WORK**

---

- 15.01 The normal work week for full time employees shall consist of thirty-five (35) hours per week. For full-time employees each workday will consist of seven (7) hours of regular work exclusive of a one-hour meal break, except for employees engaged in continuous operation or on special assignments.
- 15.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked for regular fulltime employees and shall not be considered a guarantee as to the hours of work per day, nor days of work per week, nor a guarantee of working schedules. The Employer shall have the right to assign work schedules to employees consistent with operating requirements. It is understood and agreed that some classes of employees may have a different normal work week and different regular hours of work.
- 15.03 The regular hours of work are from 8:30 a.m. to 4:30 p.m., Monday to Friday and employees shall be permitted one (1) hour for lunch and a fifteen (15) minute break each morning and afternoon.
- 15.04 The parties to this Agreement recognize that the needs of the Employer's operation and service demands may require the performance of overtime work from time to time and flexible scheduling of hours of work. When overtime work is required, the Employer will assign the work to the employee(s) regularly doing the job. The Employer will attempt to advise employees of required overtime as far in advance as is practical.
- 15.05 Pre-authorized work performed in excess of thirty-five (35) hours, and less than forty-five (45) hours, in any week shall be compensated by time off in lieu accumulated at the rate of one hour off for every one hour worked. Pre-authorized work performed in excess of forty-four (44) hours in any week shall be compensated by time off in lieu accumulated at the rate of one and one-half hours for every one hour worked. Plans to take lieu time must be approved by a supervisor. Employees may not change these plans without approval by a supervisor.
- 15.06 All such lieu hours must be taken as soon as possible after they are earned and no later than one hundred and twenty (120) calendar days from the day they were earned.
- 15.07 It is understood and agreed that the employee's wishes with respect to the time and manner of taking lieu time must be balanced by the operational and service needs of the Employer. All lieu time scheduling must be approved by the employee's Supervisor/Manager and the Supervisor/Manager will make every reasonable effort to accommodate the wishes of the employee.

- 15.08 Should service demands or organizational demands prevent an employee from being able to take owing lieu time within one hundred and twenty (120) calendar days from when it was earned, the employee will be compensated at the rate of time and a half for all such outstanding lieu time. If lieu time has been carried for ninety (90) calendar days from when it was earned, the Employer reserves the right to require that the employee schedule their lieu time before one hundred and twenty (120) calendar days elapses from when it was earned within the next twenty (20) working days. The employee's supervisor shall consult with the employee before scheduling such lieu time. It shall be the responsibility of the supervisor to ensure adequate case coverage is provided.
- 15.09 It is agreed that Articles 15.01, 15.03 and 15.05 do not apply to permanent Emergency After Hours Service workers. Permanent Emergency After Hours Service workers shall be scheduled for various weekday shifts falling between 3:30 p.m. and midnight and for various weekend and paid holiday shifts from 8:30 a.m. until 11:30 p.m. Pre-authorized hours of work in excess of those scheduled hours and attendance at mandatory All Staff meetings and training outside of those scheduled hours, shall be compensated by time off in lieu accumulated at the rate of one (1) hour off for every one (1) hour worked. Pre-authorized work performed in excess of 44 hours over a one week period shall be compensated by time off in lieu accumulated at the rate of 1.5 hours off for every 1 hour worked. Plans to take lieu time must be approved by a supervisor. Employees may not change these plans without approval by a supervisor.

### **Flexible Work Hours**

- 15.10 The parties agree to flexible working hours in order to promote the following outcomes:
1. Increased flexibility in respecting the varied needs of employees in maintaining work life balance and family responsibilities, while meeting the needs and schedules of clients and collaterals;
  2. Maintain responsive smooth and flexible service delivery to clients;
  3. Promotion of health and well-being among employees;
  4. Increased employee retention; recruitment tool;
  5. Increased job satisfaction.
- 15.11 Guidelines
1. Requests will be considered from all employees and approvals will be granted by the Employer on a case by case basis.
  2. Client and operational needs take precedence over any flexible work arrangement.

3. Adequate coverage is required in any team, department or defined group during regular business hours (8:30 a.m. – 4:30 p.m.). No less than 50% - 60% coverage is required in service teams. In other support areas, coverage will be determined as needed.
4. No formal flex schedules or compressed work weeks will be allowed during July and August or the week of Christmas and the week of New Year's unless such schedule will not interfere with adequate coverage. Vacation time booked by employees will take first priority.
5. Approval of formal flex or compressed work schedules should not preclude employees from taking informal flex time or comp time as required providing coverage requirements are met.
6. In the event that requests which would otherwise be approved must be prioritized and a solution cannot be reached within teams or departments approvals of those requests will be granted on the basis of seniority.
7. Caseload numbers will not be seen as a deterrent to implementing a flexible schedule.
8. Employees will continue to be required to attend mandatory meetings, supervision sessions and team meetings and provide their share of coverage as per the normal expectations.
9. Proposals submitted must address Health and Safety issues.
10. Formal proposals which are of a regular and ongoing nature must include lunch breaks of at least ½ hour.
11. In order to take time off as flex time, those hours off must have been worked at some other time. Usually this would be prior to the time the flex time is taken off but it may be worked after the flex time is taken off. Any full day not worked for any reason would be considered a 7-hour work day for fulltime employees. This would include vacation days, stat holiday days, family leave days and sick days. Partial days off will be calculated in hours. For all other leaves and absences, the existing Collective Agreement and Human Resource policies apply.
12. While it is expected that management and employees will work together to respect plans in place, it is recognized that from time to time service requirements, such as emergencies, court demands or important community meetings, will require an amendment to flex schedules to ensure an adequate response.

13. If someone wishes to withdraw from an established flex option, discussions need to occur between the employee and the supervisor with regards to notice needed to ensure appropriate coverage.
14. A performance improvement plan may require a modification of the flexible work arrangement for the duration of such plan.
15. Should someone wish to change their established flex option, they will discuss with their supervisor and submit an amended proposal. It will then follow the same process as the original request.
16. All flexible work arrangements will be reviewed by employees with their supervisors on an annual basis.

#### 15.12 Procedures

1. Requests will be submitted on the Flexible Work Arrangements Request Form to the employee's immediate supervisor.
2. In consideration of the above guidelines, supervisors will review the requests submitted to determine whether they can be approved.
3. When supervisors cannot approve a request, a consultation with the Director and with Human Resources will be required. The purpose of the consultation will be to explore all possible resolutions. It is an expectation that supervisors and staff will approach this in a creative, respectful and flexible manner.
4. Employees will be advised in writing within two (2) weeks of the approval or non-approval of their requests and the rationale.
5. Once approved, a copy of the employee's plan should be forwarded to Human Resources.
6. The Employer's decisions with respect to flex work proposals shall not be subject to the grievance, mediation and arbitration processes under the Collective Agreement between the parties except to the extent it is alleged that the decisions were made in an arbitrary, discriminatory or bad faith manner.

## ARTICLE 16 - HOLIDAYS

---

16.01 The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	

In addition to the foregoing the employee shall be entitled to two (2) float days per year. One (1) Float Day may be taken at any time during the year, subject to advance approval by the employee's Supervisor. The other Float Day shall be taken at a time designated by the Employer.

The number of annual float days above will be reduced by the number of public holidays, if any, added to the *Employment Standards Act, 2000* during the term of this Collective Agreement.

16.02 An employee is eligible for holiday pay if they have worked their scheduled shift before and after the holiday. An employee is exempted from the requirement of having worked their shift before and after a holiday if such scheduled attendance could not be complied with for reasons satisfactory to the Employer. Holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day (7 hours) by the employee.

16.03 Where, at the request of the Employer, the employee works on a holiday, they shall be paid holiday pay in accordance with the *Employment Standards Act*.

16.04 Holidays falling on a Saturday or Sunday will be recognized on the nearest Monday, except with respect to employees on other than a regular Monday to Friday schedule in which case the Employer shall designate the day on which the holiday shall be recognized.

16.05 When holidays are observed during an employee's scheduled vacation period, the employee will receive an alternate day off with pay as the holiday. The alternate day off will be taken at a time mutually agreed upon between the Employer and the employee and may be taken in conjunction with the vacation as long as the vacation schedule permits.

16.06 Upon notification to the employee's immediate Supervisor/Manager, an employee who worships within a recognized religion and is required to be absent from work in order to do so on certain dates may opt to work at their regular rate of pay on Christmas Day, Good Friday and/or Easter Monday and

be granted the same number of days off in lieu of those holidays. It is agreed and understood that no employee shall be granted more than the total number of holidays referred to in Article 16.01. It is understood that employees will have the option of using accumulated lieu time, float days, vacation, or time off without pay.

## **ARTICLE 17 - VACATION**

---

- 17.01 For the purposes of this section, day means working day, and years of service means continuous service from last date of hire.
- 17.02 The annual vacation year shall run from January 1st to December 31st each year and all vacation time shall be taken in the calendar year in which it was earned.
- 17.03 Subject to operational needs, vacation will be scheduled in accordance with seniority. Vacations must be requested by the following dates in a given calendar year if seniority is to apply to scheduling requests. In the event that there are conflicting vacation requests within a Supervisor's team, seniority will be the deciding factor within that team contingent on the dates below:

<b><u>Period Covered:</u></b>	<b><u>Request Submitted By:</u></b>
January - April	December 1 (previous year)
May - September	April 1
October - December	September 1

- 17.04 Vacation time shall be scheduled at a time convenient to the Employer and employee and having regard for the need to ensure that there is adequate coverage in each Supervisor's team to meet operational needs. All vacation requests must be approved by the employee's Supervisor/Manager. Vacation time shall not be cumulative from year to year; however, the employee may carry over a maximum of one (1) week of vacation into the first week of January of the next calendar year. Only in exceptional cases and subject to the approval of specific vacation dates by the employee's Supervisor/Manager in their sole discretion, may vacation be carried past the first week of January in the next calendar year.
- 17.05 It is understood that an employee shall have their vacation entitlement pro-rated for any time in the current calendar year spent in receipt of LTD benefits.

- 17.06 An employee shall earn an annual vacation with pay in accordance with his/her years of service as follows:

**Years of Service**

1 - 5	-	22 days
6 - 10	-	24 days
11 - 15	-	26 days
16 - 17	-	28 days
18 +	-	30 days

- 17.07 It is understood that part-time, contract employees with 6 months continuous active service or greater, and job share employees shall earn an annual vacation with pay in accordance with the foregoing pro-rated on the basis of the total number of hours worked the current calendar year.
- 17.08 Vacation credits may be borrowed prior to being earned in a given vacation year, if approved by the employee's Manager and provided that the amount borrowed does not exceed the employee's total vacation entitlement for that year. Probationary employees may request vacation during the probationary period.
- 17.09 Where an employee is admitted to a hospital during their vacation or is otherwise eligible for bereavement leave there shall be no deduction in the employee's vacation time. In the case of hospitalization, the employee shall submit proof of hospitalization.
- 17.10 Employees in their fifteenth (15<sup>th</sup>) year of continuous service will receive a vacation bonus of five (5) additional paid vacation days in that year. Employees in their twentieth (20) year of continuous service will receive a vacation bonus of five (5) additional paid vacation days in that year. Employees will receive a vacation bonus of ten (10) additional paid vacation days once every five (5) years thereafter.
- Employees in their sixteenth (16<sup>th</sup>) to twentieth (20<sup>th</sup>) year of continuous service at the time of ratification of the 2025-2029 Collective Agreement who did not take an additional five (5) paid vacation days in their fifteenth (15<sup>th</sup>) year, in accordance with Article 1710(b) of the predecessor collective agreement, will instead receive their vacation bonus of ten (10) additional paid vacation days in their twentieth (20<sup>th</sup>) year.*
- 17.11 Where an employee is requested and agrees to work during their scheduled vacation, they shall be entitled to time in lieu for all time worked.
- 17.12 Upon termination of employment, vacation pay shall be paid in accordance with the *Employment Standards Act*.

**ARTICLE 18 - EMPLOYEE RECORDS**

---

- 18.01 An employee shall be permitted in the presence of the Director of Human Resources to have the right at any time to have access to and review their personnel record. The employee shall have the right to make copies of any material in their personnel file and shall have the right to place written responses to any material contained in their personnel record. The employee will be provided with copies of all disciplinary material placed in the personnel file. No disciplinary material will be used in any fashion after eighteen (18) months clear record.
- 18.02 Disciplinary material will be removed from the employee's personnel file and will not be used in any fashion after eighteen (18) months of active work by the employee from the date of discipline, if the employee is not subject to further discipline within that period. The presence of discipline on an employee's personnel file does not preclude them from making an application under Article 23.

**ARTICLE 19 - HEALTH AND WELFARE**

---

- 19.01 The employer agrees, during the term of the Agreement, to pay the full cost of premiums for coverage for eligible employees (employees who work 21 hours or more per week) in the active employ of the Employer under the following insurance plans. It is agreed and understood that enrolment and benefit entitlement under any individual plan shall be subject to the respective terms and conditions of the individual plans.
- a) Dental (reimbursement at 100% as outlined in the applicable plans) (to include general care and maintenance of natural teeth and dentures, endodontic, periodontic and surgical coverage work according to the provisions of the plan).
  - b) Supplementary Health Care Plan (reimbursement of drug costs at 100% as outlined in the applicable plan) including Vaccinations for Hepatitis A and B
  - c) Group Life Insurance and Accidental Death and Dismemberment (up to 2.0 times annual salary to a maximum of \$200,000)
  - d) Long Term Disability Plan (66 2/3 of salary after 180 calendar days)
  - e) Supplementary Health Care Plan; Vision Care Plan:
    - Cost of frames, lenses and fitting of prescription glasses, contact lenses and laser surgery to a maximum of \$650.00 every two (2) years for each family member;
    - One (1) eye exam per year, to a maximum of \$125.00.
  - f) Supplementary Health Care Plan; Paramedical Care:
    - Up to a maximum per visit of \$50.00 to an annual maximum of \$600.00 per practitioner, reimbursable at 100%, as outlined in the applicable plan and subject to the following.
    - Mental Health Services: psychologist and/or therapist with a minimum of Master of Social Work, up to a maximum of \$100.00 per visit and a combined maximum of \$1,100.00 per year.
  - g) Supplementary Health Care Plan and Dental Plan for Employees over 65 years of age as described above in a), b), e), and f) with Ontario Drug Benefit Plan as the first payer of drug costs and with Group Life Insurance and Accidental Death and Dismemberment as described above in c). This Plan will not include LTD coverage.
  - h) Extended Health Care: Hospital Ward Coverage.

- 19.02 It is understood that the Employer does not in any way act as the insurer in respect of these benefits, nor does the Employer bear any responsibility in the event of a dispute between an employee and the insurer.
- 19.03 The parties agree that the reinstatement of any benefit de-listed by the government from the provincial health insurance plan will not result in the duplication of coverage for services under the group health plan.
- 19.04 (a) The Employer agrees, during the term of the 2025-2029 Collective Agreement, to provide for a non-cumulative health spending account in the following amounts for each permanent, eligible employee who works 21 hours per week or more and is in the active employ of the Employer. The health spending account will be used to pay for the CRA-eligible expenses above benefit plan entitlements.
- | Year                            | Annual Maximum |
|---------------------------------|----------------|
| April 1, 2025 to March 31, 2026 | \$1,200        |
| April 1, 2026 to March 31, 2027 | \$1,200        |
| April 1, 2027 to March 31, 2028 | \$1,200        |
| April 1, 2028 to March 31, 2029 | \$1,200        |
- (b) The amounts in (a) above shall be available exclusively for reimbursement of expenses in respect of benefits that can be provided on a tax-free basis under a Private Health Services Plan up to the annual maximum. Any amount unused in a given year may be carried over into the following year only. At the end of that second year, any unused credits from the previous year are forfeited.
- (c) The amounts in (a) above shall be pro-rated for permanent eligible employees who commence their employment with the Employer part way through the year.
- (d) The health spending account shall be administered in accordance with the terms and conditions of the relevant plan, the *Income Tax Act (Canada)*, and the relevant CRA rules.
- 19.05 The benefits plans in effect with the ratification of this Agreement will not be changed without Agreement of the Union.
- 19.06 No employee shall be eligible for benefit coverage, including participation in the health spending account, until they have completed three (3) months of employment.
- 19.07 All full and part-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS). The employee and the Employer shall make contributions as required.

19.08 Applicable benefits under the Collective Agreement subject to the provisions of the respective benefit plans shall continue during any approved unpaid union leave up to but not exceeding thirty (30) calendar days subject to the employee paying their share, if any, towards premium contributions.

**ARTICLE 20 - CLIENT COMPLAINTS**

---

- 20.01 The Agency attempts to resolve verbal or written client concerns before they become formal written complaints. The Agency will provide a copy of a formal client complaint, as defined in the Agency's policies, to any employee who is the subject of the complaint as soon as possible and no later than within three (3) working days of the Agency receiving the complaint.
- 20.02 The employee who is subject of the client complaint will have the right to attend any and all meetings regarding resolution of the complaint, other than those meetings which are attended by the complainant. If more than one representative of management is present at such a meeting, the employee may choose to have a Union steward attend with them and will be advised of this prior to any such meeting. In order that the employee may contact their steward to be present at the meeting, it will be scheduled on the next working day after the employee is notified of the meeting, unless the parties agree otherwise. The employee shall be provided with notes of any meetings relating to the complaint if the complainant is in attendance and has refused to have the employee present. The employee should have an opportunity to present material, both oral and written, to the Internal Complaint Review Panel. The employee shall receive a copy of all correspondence relating to the complaint and shall be notified of the nature of all communication regarding the complaint.
- 20.03 Where a formal client complaint has been lodged, the supervisor and the worker will meet to discuss the merit of the worker continuing to carry the case, reassignment of the case, the structure and location of meetings with the client and all other provisions as deemed necessary. The employee may choose to have a Union steward attend with them and will be advised of this prior to any such meeting. In order that the employee may contact their steward to be present at the meeting, it will be scheduled on the next working day after the employee is notified of the meeting, unless the parties agree otherwise.
- 20.04 All documentation relating to a formal client complaint, apart from disciplinary documentation, will become part of the client file. Such complaints will not form part of the employee's personnel record unless the results of the said process concludes an act has indeed occurred resulting in the need for disciplinary action towards an employee.
- 20.05 Should a formal client complaint related to a particular employee proceed to an Internal Complaint Review Panel, the employee and the Union will be advised of the dates of any meetings of the Panel. The employee will be advised of the outcome of the process, as will the Union if the employee has chosen to have a Union steward present at any meetings under Article 20.02 or 20.03.

## **ARTICLE 21 - LEAVE OF ABSENCE**

---

- 21.01 The Employer may grant a leave of absence with/without pay for up to twelve (12) months for reasons which the Employer determines to be legitimate. Leaves of absence may be extended beyond twelve (12) months, in the Employer's sole discretion, if the extension is requested at least three (3) months prior to the end of the original leave. Permission for such leaves and extensions will not be unreasonably withheld. It is reasonable for the Employer to withhold its agreement to a leave which exceeds twelve (12) months or an extension which causes a leave to exceed twelve (12) months unless the Union agrees, under Article 2.09, to an extension of the contract of the individual replacing the employee on leave.
- 21.02 Upon return from a leave of absence the employee will be reinstated in their former position. In the case of a return from a pregnancy, parental or adoption leave, the employee will be reinstated in their former location as well. In all cases, if the former position no longer exists, the employee will be reinstated to alternative work of a comparable nature.
- 21.03 Leaves of absence may be granted by the employee's Supervisor/Manager. Except in cases of emergency such application must be made in writing at least two (2) weeks prior to the requested starting date of the leave. The Supervisor/Manager will respond in writing within three (3) days of receipt of written request from the employee. Requests for such leave will not be unreasonably denied.

### **Bereavement Leave**

- 21.04 In the event of a death in the employee's family, the employee shall be granted a leave of absence with pay as outlined below. The employee shall notify their supervisor of their request for leave as far in advance as practicable:

<b>Family Member</b>	<b>Bereavement Leave</b>
<ul style="list-style-type: none"> <li>• The employee's spouse</li> <li>• A parent, step-parent or foster parent of the employee or the employee's spouse</li> <li>• A child, step-child or foster child of the employee or the employee's spouse</li> <li>• A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse</li> <li>• The spouse of a child of the employee</li> <li>• The sibling or step-sibling of the employee or the employee's spouse</li> <li>• A relative of the employee who is dependent on the employee for care or assistance</li> <li>• Aunt, uncle, niece, nephew</li> </ul>	<p>Up to 5 days</p>

Part-time employees will have their entitlement prorated based on the proportion of a full-time work week regularly worked.

In extenuating circumstances, an employee's Supervisor/Manager may make an exception to the above list of family members or maximum length of leave.

An employee may request that their bereavement leave be taken in two (2) parts, not exceeding the maximum entitlement above, where two distinct grieving periods are required for religious or cultural reasons, where ritual or custom requires attendance at two (2) different times, or where required for administrative reasons such as the arranging of financial or other affairs of the deceased. The second part of the bereavement leave must be taken within one year of the first part. This request must be made to the employee's Supervisor at the time of the initial request for bereavement leave. Such request will not be unreasonably denied.

### **Education and Training Leave**

- 21.05
- a) The Employer supports and encourages employees to improve their skills and to continue their professional development.
  - b) A leave of absence with pay and without loss of seniority may be granted to employees to write examinations where such examinations take place during work hours. Such leave will not be unreasonably withheld.
  - c) A leave of absence without pay up to but not exceeding twelve (12) months may be granted to take training and employment related courses. No leave of absence shall be granted to an employee with less than one (1) year of full or part-time seniority. No leave of absence in excess of three (3) months shall be granted to an employee with less than two (2) years full or part time seniority. Such leave of absence shall be granted by the Employer on the basis of seniority, performance evaluation, acceptance to the course of study, interest and applicability within the service program of the Employer and a commitment to return to the employer on completion of the program.
  - d) It is understood and agreed that an employee approved for education leave in accordance with this Article shall be entitled to continue to accrue seniority during such period and shall be entitled to participate in extended health, dental, drug and vision plans provided for under the Collective Agreement, subject to the provision of the respective benefit plans. All accrued vacation shall be exhausted prior to the commencement of leave.
  - e) Such permission will not be unreasonably denied.

### **Jury Duty**

- 21.06 An employee called for jury duty or subpoenaed as a witness in a civil or criminal proceeding shall receive for each day absent from work their regular pay, providing the employee pays the Employer any attendance money exclusive of any travel allowance received by the employee. The employee shall be required to submit to the Employer a copy of the summons to witness, or a Certificate of Service signed by the Clerk of the Court or other evidence satisfactory to the Employer showing the amount of any fee received.

### **Family Leave**

- 21.07 Employees shall be entitled to up to five (5) days paid leave of absence per year because of family emergencies such as the injury, illness or medical emergency of a family member or urgent matter of such family member. Where possible such requests for family leave will be made in advance. However, it is understood that advance requests are not always possible, but it is agreed and understood that the employee must notify the employer as soon as possible concerning the emergency, and if at work at the time the emergency arises prior to leaving work.

### **Leaves of Absence**

- 21.08 It is agreed and understood that any leave of absence taken pursuant to this Agreement, whether paid or unpaid, that is taken for a purpose which would qualify it as a leave pursuant to the *Employment Standards Act, 2000* (eg, *Personal Emergency Leave*), constitutes a greater right or benefit than the statutory leave and shall be counted towards it.

### **Compassionate Care Leave/Family Medical Leave**

- 21.09 The Employer will grant a Family Medical Leave in accordance with the Employment Standards Act. An employee may also be eligible for Employment Insurance benefits called Compassionate Care Benefits in this regard.
- 21.10 Upon request, for up to a total of six (6) weeks of the leave, an employee who provides the Employer with proof that they had applied for and is eligible to receive Compassionate Care Benefits shall receive payments equivalent to the difference between the sum of the weekly Employment Insurance Benefits which the employee is eligible to receive plus any other earnings received by the employee, and sixty percent (60%) of the regular salary which the employee would have received had they been at work during the same period. These Employer payments shall commence following completion of the one (1) week Employment Insurance waiting period.

**Medical Appointments**

- 21.11 If an employee is unable to attend medical appointments with a doctor, dentist or other health care provider, whether by scheduling them during non-working hours or by re-arranging their work schedule, the employee may request up to fourteen (14) hours off with pay per year to do so. Such requests shall not be unreasonably denied.

**ARTICLE 22 - ABSENCE FROM WORK**

---

- 22.01 Employees are required to attend work regularly. When unable to attend, the employee must contact their Supervisor/Manager or designate as far in advance as possible of their scheduled starting time, giving the reason they are unable to attend work, the date of their expected return, and the details as to where they can be contacted during their absence. Where an absence exceeds five (5) days, or where otherwise reasonable, medical evidence may be required by the Employer outlining the nature of the problem, the expected date of return, the ability of the employee to perform any of their duties and to perform alternate duties. The cost of obtaining such evidence shall be borne by the Employer.

**ARTICLE 23 - VACANCIES, PROMOTIONS, TRANSFERS**

---

- 23.01 Where permanent vacancies in the bargaining unit occur which the Employer decides to fill on a permanent basis such vacancies will be posted unless otherwise specified herein. The posting shall indicate those qualifications required by the Employer, the job title, current salary range, seniority group and where applicable a brief description of the duties and responsibilities. In addition the posting shall include an indication of the current location of work to be performed. It is the policy of the Employer to promote from within where possible and reasonable to do so. The Employer will make a hiring decision in respect of internal applicants prior to interviewing any external candidates. The Employer is permitted to advertise externally at the same time as the internal posting is made.
- 23.02 Vacancies shall be posted for a period of eight (8) calendar days and employees bidding on job vacancies must make application in writing and this must be received by the Director of Human Resources no later than the eighth (8th) day. Any resulting subsequent vacancies shall be posted for four (4) days.
- 23.03 (a) No permanent employee may apply for any vacant position until they have completed the probationary period. A permanent non-probationary employee who has successfully bid on a vacancy within the prior six (6) months may not apply for a further vacancy unless they have not started in their new position, in that they have not yet been assigned new cases in that position. Notwithstanding the above, if a permanent, non-probationary employee successfully bids on a temporary vacancy and that position becomes permanent or another permanent vacancy occurs in the same position on the same team, the employee may apply at any time for the new permanent position.
- (b) Contract employees may not apply for any available temporary position unless the Employer, in its sole discretion, permits them to do so. Contract employees may apply for any permanent position.
- 23.04 Vacancies which will not or are not expected to exceed six (6) months and vacancies caused by absences due to illness, accident, leaves of absence (including pregnancy/parental leave) need not be posted. Such temporary vacancies may be filled at the discretion of the Employer, which shall include the temporary transfer of any employee or the temporary assignment of cases and/or duties. It is understood that employees who are temporarily transferred or temporarily assigned cases and/or duties pursuant to this provision shall be returned to their original job and will suffer no loss of pay. Temporary transfers and assignments of cases and/or duties may be extended beyond their original end date by mutual Agreement of the parties.

It is understood that an employee who is temporarily transferred pursuant to this provision to a higher rated position shall be paid at the rate applicable to that job for the duration of the transfer.

Where the higher position is outside the bargaining unit, the employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 7, (Check Off of Union Dues) during the period of temporary transfer.

23.05 In cases of vacancy, promotion or permanent transfer to a different position, the following factors shall be considered:

- a) qualifications including skill, competence, experience, efficiency;
- b) seniority with the Employer.

When matters in factor (a) are relatively equal, then factor (b) shall govern.

23.06 It is understood that an employee may not be assigned from one location to another without their consent except when their position is being permanently moved to a different location to accommodate service demands. If there is more than one employee in the position to be moved, the Employer will first seek volunteers. Where more than one employee volunteers to move, the employee with the most seniority will be moved. However, where there are no volunteers, the employee in the position with the least seniority will be moved. An employee being moved will be given as much notice as possible to allow for necessary personal arrangements, bearing in mind service demands. The parties agree that there may be employees whose positions have been identified but who are not considered appropriate for movement under this process.

23.07 Effective the date of ratification, should qualifications for a position be changed by the Employer, employees holding that position will be deemed qualified for it. Those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit requiring those qualifications.

23.08 Where the vacancy is not filled under the Employer's normal internal posting and recruitment processes, the Employer may fill the job in question in its discretion.

23.09 Where the vacancy is filled by an individual who, when awarded the job, is employed by another Children's Aid Society in Ontario, the employee's service for the purposes of determining the applicable wage rate shall be based on the length of their most recent period of continuous service with the other Children's Aid Society. The foregoing does not apply to seniority-based

entitlements and in no way reduces the probationary period which the employee must serve with the Employer.

- 23.10 The Employer will advise the Union of the name of the successful applicant within five (5) days of acceptance of the appointment.

**ARTICLE 24 - RATE OF PAY ON PROMOTION OR RECLASSIFICATION**

---

- 24.01 An employee assigned, promoted, or reclassified in accordance with the Collective Agreement to a higher paying position or classification, shall be placed on the wage grid in accordance with experience and qualifications, but in no case shall the employee receive less than their previous rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 24.02 The Employer will advise the Union of its proposed rate for the new position prior to the rate being set. The rate of pay for new positions shall then be subject to negotiations between the Employer and the Union. The new rate shall become retroactive to the time the new position was first filled by the employee.

## **ARTICLE 25 - STAFF TRAINING AND DEVELOPMENT**

---

- 25.01 Requests to attend professional development opportunities shall be submitted by the employee to their Supervisor/Manager. Permission to attend such training shall be at the discretion of the Supervisor/Manager. Reasons for not providing permission will be shared with the employee.
- 25.02 During attendance at training events, the Employer will pay the actual costs of meals, not including alcoholic beverages, but including gratuities/tips where receipts are submitted up to the following maximums:
- |           |         |
|-----------|---------|
| Breakfast | \$12.00 |
| Lunch     | \$20.00 |
| Dinner    | \$28.00 |
- All meal receipts must be attached to the expense account. If there is no receipt provided, there will be no payment for expenses incurred.
- 25.03 Where the duration of a training event exceeds one day, the employee may request reimbursement for hotel accommodations. Approval for hotel accommodation must be requested and received in advance and such requests will be considered on a case-by-case basis by the employee's supervisor or manager. Such requests will not be unreasonably denied.
- 25.04 Travel time to and from professional development activities required by the Employer in excess of the time normally spent travelling between the employee's home and assigned work location will be deemed time worked, up to a maximum of two (2) hours.
- 25.05 Reasonable expenses incurred for the use of a parking spot while attending professional development and training activities required by the Employer will be reimbursed upon production of a receipt for same.

**ARTICLE 26 - STAFF TRAVEL**

---

26.01 Those employees required to drive as a part of their job duties shall hold valid drivers licenses of the class required and shall maintain automobile insurance with third party liability coverage of \$1,000,000 with coverage for the transportation of clients including children. If there is a charge to the Employee for coverage for the transportation of clients in addition to the charge for third party liability coverage, the Employer will reimburse the Employee up to a maximum of eighty dollars (\$80) per year, provided the Employee annually supplies the Employer with documentation from their insurance provider confirming the additional charge.

26.02 Where an employee is authorized to use their own car on approved business, including external mandatory training, they shall be paid a mileage allowance in the amount of:

\$0.58/km as of April 1<sup>st</sup>, 2025  
\$0.59/km as of April 1<sup>st</sup>, 2026  
\$0.60/km as of April 1<sup>st</sup>, 2027  
\$0.61/km as of April 1<sup>st</sup>, 2028

Mileage will be calculated on the basis of the distance travelled from the employee's assigned work location. It is understood that when an employee begins or ends their work day with a meeting or client visit outside their assigned work location, mileage will be calculated on the basis of the distance to the employee's assigned work location or home, whichever is shorter.

26.03 Should an employee's insured motor vehicle be damaged by a client in the normal course of their duties, the Employer will reimburse the employee the cost of the employee's deductible up to a maximum of five hundred dollars (\$500.00) providing that, after consultation with the Employer, the employee reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report along with proof the employee has submitted an insurance claim. If the cost for repairing the damage is less than the employee's deductible, the Employer will reimburse the employee the actual cost of the repair once completed, up to a maximum of five hundred dollars (\$500.00), providing that the employee provides the Employer with a reasonable repair estimate, has the repair done and, after consultation with the Employer, reports the matter to the police as soon as possible after the damage occurs and submits to the Employer a copy of that report. The Employer may, in its sole discretion, require a second repair estimate at a shop selected by the Employer.

26.04 Employees required to carry infants and toddlers must provide a bolt for attachment of the infant and toddler seats. The employer shall reimburse the

employee for the cost of seat bolt installation up to fifty (\$50) dollars upon provision of receipt of such services.

26.05 The employer will provide, at its own expense, emergency first aid kits to those employees required to carry infants and toddlers.

26.06 The Employer will compensate an employee for damage to or loss of personal property caused by clients of the Agency up to a maximum of \$200 per incident. Prior to any compensation being provided, the employee will provide the Employer with a satisfactory receipt demonstrating the repair or replacement cost.

**ARTICLE 27 – CELL PHONE ALLOWANCE/COMMUNICATIONS DEVICE**

---

- 27.01 (a) To ensure regular communications and the safety of staff who must leave the Employer's office locations to provide direct client service, those employees will be required to carry their own personal cell phone which will be activated during hours when the employee is on duty. Employees are responsible to inform Human Resources and their supervisor of their up-to-date cell phone number. Effective one month following ratification, the Employer will pay such employees a thirty-five dollar (\$35) per month cell phone allowance to offset the cost associated with work-related usage. The Employer will maintain, in good working order, a pool of emergency use cell phones for sign out by employees in the event that the employee's personal cell phone is temporarily out of order.
- 27.01 (b) In lieu of Article 27.01(a), at the sole discretion of the Employer, a communication device may be assigned to an employee. Such device must be activated during hours when the employee is on duty. It is understood that a taxable benefit may be applied to account for personal use of the device, if such use is permitted by the Employer.
- 27.01 (c) In the absence of hands-free technology, when it is necessary to use the cell phone or communication device to receive or send messages while travelling, employees will not use their cell phones or communication devices while driving. Employees will pull over to a safe location which does not create a hazard to themselves or others before using their cell phone or communications device.

**ARTICLE 28 - SICK LEAVE**

---

- 28.01 Employees who are unable to work as a result of non-compensable accident or illness shall be eligible for sick leave. The employee shall contact the Employer as soon as possible after the illness or accident. For the purpose of this section, day shall mean calendar day.
- 28.02 Employees disabled as a result of non-occupational accident or sickness may receive sick leave in accordance with the following:
- a) Less than 1 year service                      100% income for 10 days pro-rated on the time worked in the calendar year rated on the time
  - b) More than 1 year of service              100% income for 105 days, 66 2/3% income from the 105th day to the 180th day
- 28.03 Employees who are unable to work as a result of work-related accident or illness shall be eligible to take sick leave until such time as the employee's claim for WSIB benefits is approved. It is agreed that any sick pay provided to an employee pending approval of their WSIB claim is considered to be an advance on their WSIB benefits. If the employee is approved for WSIB benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

## **ARTICLE 29 - LEGAL LIABILITY**

---

29.01 Where the Employer provides insurance coverage of, or pays any portion of, the cost of legal counsel, the Employer, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Employer subject to the terms of any applicable insurance policy.

29.02 The Employer shall pay for the reasonable fees and disbursements of a legal counsel for employees and former employees where an action is taken by any administrative tribunal or disciplinary body alleging improper conduct by the employee while acting for the Employer in the course of the employee's authorized duties and responsibilities.

29.03 The Employer shall pay for the reasonable fees and disbursements of a legal counsel for employees and former employees in connection with interviews or investigations involving outside authorities or agencies (excluding internal review contracted by the Employer) where there is a potential that legal action(s) may be taken against such employees arising out of the performance of the employee's authorized duties and responsibilities.

The provision of paid legal counsel for an employee is contingent upon the employee fully cooperating with the Employer in investigating the incident(s) giving rise to the request for legal counsel.

29.04 Civil Liability

The Employer agrees to pay the premium costs, and deductible if any, of general liability insurance sufficient to save the Employee harmless where the Employee is named as a party to a civil action arising out of the discharge of their authorized duties. Insurance coverage shall be subject to the terms and conditions of the insurance plan.

Criminal Liability

The Employer agrees to pay the premium costs and deductible, if any, of criminal defence insurance which provides for the reimbursement of legal fees including disbursements to a maximum of one hundred thousand dollars (\$100,000.00) in respect of each claim incurred by an Employee charged with an offence under the Criminal Code, or any statute of Ontario, save and except the Highway Traffic Act, if incurred in the course of performing their employment duties and until such time as there is a finding or pleading of guilt.

29.05 It is understood that the Employer does not in any way act as the insurer in respect of these plans. All disputes relating to the coverage and/or

acceptance or rejection of any claim shall be determined as between the claimant and the insurance carrier and shall not be the subject matter of a grievance and/or arbitration.

29.06 In the case of criminal charges, the Employer shall pay all reasonable lawyer's fees and disbursements from the laying of criminal charges up to the end of trial or the withdrawal of the charges that exceed the amount provided by the insurance carrier through the insurance policy, subject to the following conditions:

- i. The charge(s) arose directly out of events related to the employee's performance of his/her duties in good faith on behalf of the Employer and;
- ii. The employee was acquitted of all charges and;
- iii. Such acquittal was not affected by a plea or pleas by the employee to a lesser charge or charges.

29.07 In the event that a criminal charge is heard by the Court on its merits and there is an acquittal on the merits which is appealed, and the Employer is satisfied that:

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

the Employer shall pay all reasonable lawyer's fees and disbursements associated with the appeal that exceed the amount provided by the insurance carrier through the insurance policy.

29.08 In the event the employee or former employee is convicted at trial or on appeal, the Employer reserves the right to recover all or any portion of the legal costs paid by the Employer in excess of any insurance policy. The Employer's decision to pursue the recovery of costs paid in excess of the insurance policy shall not be the subject matter of a grievance and/or arbitration

29.09 It is further agreed that if upon completion of the trial of criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and requests that the Employer fund the legal costs of the appeal, the Employer will undertake a review of the merits of the appeal and once that appeal review is completed, may elect to fund all or any portion of the appeal process. The Employer's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration.

29.10 It is understood that if a conflict of interest between an employee and the Employer arises with respect to an incident that triggers or triggered the provision of legal representation and reimbursement of legal costs by the

Employer under this Article, the Employer shall not pay or shall discontinue payment for legal representation effective from the point the conflict is identified. Should this take place, the affected employee assumes personal responsibility for paying their legal fees or making other suitable arrangements until the conflict is resolved.

- 29.11 In the event an Employee is charged with a criminal offence arising out of the course of their employment and the employer determines that the employee cannot continue to do their regular duties, but on review determines that the employee has carried out the Employer's mandate and/or service in good faith, and has not committed a culpable breach or dereliction of said duties and/or responsibilities, then the Employer may place the employee in another available position by mutual agreement, or on a leave of absence without a change in pay until the conclusion of the legal process or until such time as the employer can return the employee to work, whichever is earlier. It is understood that seniority shall continue to accrue and the employee shall continue to receive their regular wages and be entitled to continue to participate in group insurance benefits provided for under the collective agreement
- 29.12 (a) The Employer shall extend the services of its legal counsel to an employee or former employee who is required to participate in a coroner's inquest due to their involvement in the matter in the course of their employment. The foregoing shall not apply if a conflict of interest arises between the employee and the Employer.
- (b) In situations where a worker is assaulted, threatened including death threats and/or threats of bodily harm, or stalked in the course of their duties, if they exercise their right to lay charges after consultation with the Employer, they shall be granted a leave of absence without loss of regular pay for reasonable preparation time and attendance at court hearings and/or any related meetings. Any time spent under this article shall be considered as time worked.
- 29.13 In the event this Article is triggered for any reason, it is understood that the President of the local or designate will be notified of the situation without identifying the employee involved and the employee will be informed of their right to union representation at any discussion and/or meeting concerning any of the foregoing.

**ARTICLE 30 - PROFESSIONAL FEES AND AFFILIATIONS**

---

30.01 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. Membership and/or non-membership in the College will not be a matter of discipline, nor a consideration in hiring/firing or being the successful applicant for a position.

Where the employer makes a report to the College related to an employee, a copy of the report shall immediately be forwarded to the employee.

Where MYCS requires employees to become members of a College, the Employer will meet with the Union to develop a plan.

In the event there is a requirement to affiliate with the College, no person shall be laid off or terminated without the opportunity to upgrade to the current College status. Educational leave for such purposes shall not be unreasonably denied.

Any employee who becomes a member of the College shall:

- i. Notify the Employer within ten (10) working days of becoming a member;
- ii. Notify the Employer within ten (10) working days of termination of membership from the College.

**ARTICLE 32 - WAGES**

---

- 32.01 The Employer shall pay salaries and wages semi-monthly or bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. Each pay day, each employee shall be provided with an itemized statement of their wages and deductions. If the Employer decides to change from semi-monthly to bi-weekly payments, it shall provide the Union with a minimum of two (2) months notice of the change and shall consult with the Union on methods for minimizing the financial impact on staff.
- 32.02 Employees will receive increments on the anniversary date of their last date of hire as per wage grids.

**ARTICLE 33 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

---

- 33.01 Pregnancy, parental and adoption leave shall be granted in accordance with the *Employment Standards Act, 2000* (the "Act"), as amended from time to time.
- 33.02 Employees who are granted pregnancy, parental or adoption leave may elect to take additional leave without pay in excess of the leave available pursuant to the Act, but in no case shall the total amount of leave exceed eighteen (18) months unless the Employer agrees to do otherwise in its sole discretion.
- 33.03 Any spouse not receiving pregnancy and adoption leave shall be granted paid leave of absence up to five (5) working days concurrent with the time of birth or adoption of the child.
- 33.04 Subject to the acceptance of the Employer's Supplementary Unemployment Benefit ("SUB") plan by the Employment Insurance Commission, an employee who has completed two (2) years of service, is entitled to leave under this Article, and provides the Employer with proof that they have applied for and is eligible to receive pregnancy and/or parental benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the following SUB plan.

In respect of the period of pregnancy, parental or adoption leave, payments under the SUB plan shall consist of the following:

For up to a total of sixteen (16) weeks of leave, payments equivalent to the difference between the sum of the Standard weekly Employment Insurance Benefits which the employee is eligible to receive plus any other earnings received by the employee, and sixty percent (60%) of the regular salary which the employee would have received had they been at work during the same period.

The Standard weekly Employment Insurance Benefits are 55% of the employee's average weekly insurable earnings up to the EI maximum amount.

SUB payments shall commence following completion of the one (1) week Employment Insurance waiting period.

**ARTICLE 34 – WORK OF THE BARGAINING UNIT**

---

- 34.01 Except in cases of emergency, or where a child may be at risk, the Employer will not assign duties normally performed by members of the bargaining unit to persons not in the bargaining unit without Agreement of the parties. Such Agreement shall not be unreasonably withheld.
- 34.02 It is agreed that volunteers will not be used by the Employer if such use has a detrimental impact on the terms and conditions of employment of bargaining unit employees.

**ARTICLE 35 - REQUEST FOR PART TIME EMPLOYMENT**

---

- 35.01 A full-time employee may request a reduction to part-time employment. The decision to allow reduction in hours in a position rests exclusively with the Employer, and the Employer shall inform the Union of any reduction in hours approved under this provision. Such a request will not be unreasonably denied.
- 35.02 Provided that the employee works at least 21 hours per week, they will be eligible to participate in the available benefit plans as per Article 19 (Health and Welfare).

**ARTICLE 37 – WORKLOAD**

---

- 37.01 The Employer recognizes its responsibility to provide services in accordance with the legislation governing the provision of child welfare services in Ontario and to conform to current Ministry standards. It is also the responsibility of the Employer to manage the resources allocated to it by the Ministry and establishes and maintains an effective infrastructure to facilitate the achievement of said standards. The Employer recognizes that employees play a key role in achieving these goals. The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff. The Employer recognizes that the issue of workload is of serious concern to the members of the bargaining unit in all positions.
- 37.02 The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of fair and reasonable distribution of workload; however, it is agreed and understood that given the nature, type and complexity of various cases, it may not always be possible to achieve equal distribution of workload or cases. The Employer acknowledges the important role the Union plays in identifying workload issues.
- 37.03 The Employer undertakes to utilize, where appropriate, a variety of methods in an ongoing effort to effectively manage workload demands in all positions. The methods may include, but are not limited to:
- a) Assign cases based on distribution of workload, the needs of the team, the individual skill level and experience, current workload and anticipated workload fluctuations. This may involve any or all of the following factors:
- i. Individual and team workload;
  - ii. Number of cases before the court;
  - iii. Number of designated high-risk cases;
  - iv. Number of supervised access visits;
  - v. Kin Service – number of individual child files;
  - vi. Amount of required driving time;
  - vii. Linguistic skills;
  - viii. Team coverage;
  - ix. Number of workers on the team;
  - x. Leaves of absence, including vacation and prolonged illnesses;
  - xi. Complexity of cases;
  - xii. Introduction of new technology and systems;
  - xiii. Committee work;
  - xiv. Co-teaming;
  - xv. Coaching and mentoring new staff and/or students;
  - xvi. Worker's attendance at training;

- xvii. Field instruction expectations;
  - xviii. Other employment related duties or assignments;
  - xix. Family conferencing, network building and kin support; and
  - xx. Approved overtime worked in the previous month.
- b) Ensure regular ongoing supervision including, but not limited to, the factors outlined in 37.03(a).
  - c) Afford employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
  - d) And any other factors as determined by the Joint Workload Committee.
  - e) Prior to retirement and/or a planned leave, the Supervisor and the employee will establish a work plan for the employee to complete and/or transfer files.
  - f) Supervisors are responsible for ensuring appropriate coverage of work during worker absences, including leaves and vacations.
  - g) For administrative duties which are assigned, consider the following: distribution of workload, the needs of the team, the individual skill level and experience, current workload and anticipated workload fluctuations.

## 37.04

The Employer's goals regarding caseload based on workload ranges indicate the ideal average range of cases that may be carried by a worker as specified below. The assignment of cases will be based on service demands, operational needs of the Employer, the needs of the Employer's clients and continuity of service. The Employer will endeavour to distribute cases such that, on average over a 3 month period, the workload ranges below are not exceeded by an employee.

Position	Range
Family Services	13 to 17 cases
Children's Services	14 to 18 cases
Kinship Services	13 to 17 cases
Foster and Adopt	15 to 30 cases
Clinical Support	8 to 12 cases

All cases opened with codes in Sections 1-10 of the Eligibility Spectrum shall be considered 1 case.

Groups shall count as 1 case for the active period of running the group.

The Employer will endeavour to distribute cases such that new hires with no prior child protection experience do not exceed 50% of the mid-point of the applicable workload range during the first 3 months of employment and do not

exceed 75% of the mid-point of the applicable workload range during the second 3 months of employment.

It is also understood that employees cannot refuse to accept a case based on workload but may request a workload assessment.

### 37.05 Joint Workload Committee

- a) The purpose of the Joint Workload Committee is to make recommendations to the senior leadership team on ways and means to provide solutions to workload issues for bargaining unit employees. Factors to be considered may include but need not be limited to the following: funding; child welfare protection training; Ministry standards and guidelines; Agency standards, policies and procedures; legislative changes; trends identified through workload assessments; as well as those listed in 37.03(a) of the Collective Agreement
- b) The Joint Workload Committee will be comprised of three (3) Union representatives appointed by the Union, one of whom will be the President of the Local or their designate, and three (3) management representatives appointed by the Employer, at least one of whom will be a member of the senior leadership team. Given that the key focus of the Joint Workload Committee is to effectively address issues related to workloads, the parties commit to appoint representatives with a working knowledge of workload issues. An Employer or Union representative shall chair the Committee on an alternating basis.
- c) The Joint Workload Committee may also consider a review of systemic workload issues referred to it by the Labour Management Committee. In this circumstance, the Joint Workload Committee will be able to review workload issues with any agency staff it deems appropriate to acquire sufficient knowledge of the issue in order to make recommendations.
- d) The Joint Workload Committee will meet on a quarterly basis at a minimum or as otherwise agreed upon by the parties.
- e) Time spent in attendance at Joint Workload Committee meetings or attending to the work of the Joint Workload Committee as assigned by both Co-Chairs will be considered as time worked, up to a maximum of 3 hours per Joint Workload Committee meeting held.
- f) The Joint Workload Committee will have ongoing access to caseload statistics through the Agency's intranet.

- g) The Joint Workload Committee will be provided with compensatory time statistics related to all bargaining unit employees prior to each quarterly meeting.
- h) Minutes of the Joint Workload Committee's meetings will be posted on the Agency's intranet.
- i) The Joint Workload Committee will forward issues to the senior leadership team where resolution of the issue is beyond the scope of the Committee. Such referral may be with or without recommendations.
- j) The Executive Director will provide a formal response to the Joint Workload Committee within twenty-one (21) working days. If additional response time is required, the Committee will be notified of the anticipated time required to respond. Should a recommendation not be implemented, the reasons for the decision will be provided to the Joint Workload Committee and the Joint Workload Committee will revisit the issues that led to the recommendation.

#### 37.06 Individual Workload Assessment

The employee's supervisor on an individual and team basis will review issues relating to the distribution and volume of workload. The supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision and/or team meetings.

- a) Whenever any employee feels that their workload is at an unmanageable level, the employee may request in writing to their immediate supervisor an assessment of their workload.
- b) A meeting between the supervisor and employee will be held within five (5) working days of the request, or such period of time that the employee and the supervisor agree to. The purpose of the meeting is to develop a plan to address workload issues. This plan will include agreed upon solutions. An employee has a right to have union representation at any such meeting. The plan will be in writing and will be signed by both the employee and their supervisor with a copy to the appropriate Director and the Joint Workload Committee.
- c) The assessment and the plan will include but is not limited to the following:
  - i. Identifying the factors contributing to the workload issues, which may include but are not limited to those factors listed above in 37.03(a);
  - ii. Identifying steps and initiating action to reduce the current and future identified workload pressures;

- iii. A consideration of the exceptional workload incurred through temporary coverage of another worker's caseload;
  - iv. Identifying and initiating the necessary steps and solutions to minimize the likelihood that the individual worker's workload will become unreasonable;
  - v. Identifying and initiating the necessary steps and solutions to minimize the likelihood that the individual worker's caseload number will exceed the caseload levels specified in 37.04.
- d) Solutions may include but are not limited to the following:
- i. No further cases assigned;
  - ii. Redirecting cases and/or job duties;
  - iii. Protecting recording time;
  - iv. Review assignment of additional work, such as committee work, mentoring responsibilities, and/or coverage days;
  - v. Additional training to support skill development;
  - vi. Development of a workload management plan;
  - vii. Other solutions as may be appropriate and mutually agreed upon.
- e) In the event the issues cannot be resolved, the employee may request a meeting with their Director. A written response to the Supervisor, to the employee and, if requested, to the Union shall be provided within ten (10) calendar days.
- f) In the event the issues cannot be resolved by the employee's Director, the employee and/or Director will refer the matter to the Executive Director. A written response will be provided to all parties (including the Joint Workload Committee) within ten (10) calendar days.
- g) The Employer agrees that a request for a workload assessment will not be used as a basis for discipline and/or a performance evaluation. When necessary the resulting findings may be dealt with as part of the supervision process.

### 37.07 Case Documentation

- a) Supervisors and employees will work together to schedule protected time for employees to complete case documentation and/or work when required.
- b) Such protected time will be pre-scheduled and subject to supervisory approval and service needs. Should attendance to service needs result in the cancellation of the protected time, alternate time will be scheduled.

**37.08 Scheduling of Vacations**

In preparation for a scheduled vacation, the Supervisor and employee will discuss a plan for completing up-to-date summary recordings, current case notes, court documentation and any other documentation required. The plan may include protected time.

**37.09** If the Employer is notified of funding changes that impact caseloads or receives a Ministry directive which impacts caseloads, the Employer and the Union shall meet to discuss and modify the caseload levels as outlined in the article.

**ARTICLE 38 – HEALTH AND SAFETY**

---

- 38.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and to promote overall safety and to eliminate workplace violence. The Employer and the Union recognize their joint obligation to:
- i. Support and promote a safe and healthy workplace;
  - ii. Comply with all duties and responsibilities under the *Occupational Health and Safety Act*, as may be amended from time to time; and
  - iii. Identify risks to health and safety.
- 38.02 The Employer recognizes that the safety of its employees is important and, as such, a Joint Health and Safety Committee will be maintained in accordance with the *Occupational Health and Safety Act* to:
- i. Identify situations that may be a source of danger or hazard to employees;
  - ii. Recommend to the Employer implementation of programs, measures and procedures and training pertaining to health and safety and workplace violence;
  - iii. Review all incident reports including violent incident reports and any other employee concerns with a view to making recommendations to improve the safety and health of the workplace; and
  - iv. Recommend changes to the Workplace Violence Prevention policy and procedure which may be amended from time to time.
- 38.03 Union representatives on the Joint Health and Safety Committee will be bargaining unit members selected by the local Union membership.
- 38.04 All members of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided at the Employer's expense and will be considered time worked with no loss of wages.
- 38.05 A member of the Joint Health and Safety Committee is entitled to one hour to prepare for each committee meeting, any time necessary to attend meetings of the committee, and time required and approved by the Employer to carry out duties as jointly assigned by the Joint Health and Safety Committee Co-Chairs. Such time will be considered time worked.

**ARTICLE 39 – VIOLENCE IN THE WORKPLACE**

---

- 39.01 The Employer acknowledges its obligation to promote employee safety in the workplace, to maintain preventative measures and procedures to reduce the likelihood of workplace violence, to provide appropriate supports to employees who have experienced workplace violence, and to implement training programs dealing with the prevention of workplace violence.
- 39.02 Workplace violence is conduct which causes physical or psychological injury to an employee, as well as attempts and threats to cause such an injury, in the course of doing Agency business. It may occur through direct contact with another individual or by way of any communication medium.
- 39.03 The Employer agrees to maintain a Workplace Violence Prevention Policy that will be amended from time to time, and as required to ensure compliance with the *Occupational Health and Safety Act*. These amendments will include recommendations from the Joint Health and Safety Committee. The policy will require the Employer to provide information to employees related to any risks of workplace violence from a person with a history of violent behaviour who the worker is expected to encounter in the course of their work. The policy will require employees to exercise vigilance and discuss any risks of workplace violence with their supervisors. The policy will also require that the Employer take every precaution reasonable in the circumstances for the protection of an employee when the Employer becomes aware of domestic violence that would likely expose the employee to workplace violence.
- 39.04 The Joint Health and Safety Committee will review and report on the effectiveness of the Employer's Workplace Violence Prevention policy on an annual basis.
- 39.05 All reported incidents of workplace violence will be brought to the attention of the Joint Health and Safety Committee. The Joint Health and Safety Committee will concern itself with matters relating to workplace violence including, but not limited to, recommendations related to policies and training. Such recommendations will be forwarded to the Senior Management Team.

**ARTICLE 40 – DUTY TO ACCOMMODATE/RETURN TO WORK**

---

- 40.01 The Employer and the Union will work in collaboration to fulfil their shared duty to facilitate the accommodation of any employee requiring accommodation, up to the point of undue hardship. The Employer and the Union agree that an employee who is off work due to disability, injury or illness should return to work as soon as possible.
- 40.02 The Union will designate two (2) representatives to consult with management regarding the return to work plan once the need for accommodation and accommodation recommendations have been identified based on medical information and an assessment of the requirements of the position in view of the accommodation needs.
- 40.03 The agreed return to work plan will involve a meeting with the employee, the two (2) Union representatives and management, and may include but is not limited to the following: modification of the existing job to meet the employee's identified accommodation needs, placement in a suitable vacant position and ongoing review of the progress of the employee on the return to work plan. The employee may elect to have one of the two (2) Union representatives replaced by the CUPE National Servicing representative for the purposes of this meeting.
- 40.04 The Union agrees to participate in facilitating the return to work process, including, when appropriate, agreeing to waive the job posting provisions when a suitable bargaining unit position becomes available for which the employee to be accommodated is qualified.
- 40.05 Bargaining Unit employees shall be provided with a Union representative during any meeting with a representative of the Employer with regard to arranging modified work duties and accommodation, including meetings with the Employer and the Workplace Safety and Insurance Board or the Employer and its disability insurance carriers.

**ARTICLE 41 - DURATION**

---

- 41.01 This Agreement will be for a term of 48 months, commencing April 1, 2025 and ending March 31, 2029, and shall automatically continue in effect thereafter for annual periods of one (1) year, unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.
  
- 41.02 If notice of amendment or termination is given by either party in accordance with 41.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

In witness thereof the Parties have executed this Agreement by their proper offices.

Signed at Guelph this        day of July, 2025.

For the Union:

  
\_\_\_\_\_

Kieran Duby

  
\_\_\_\_\_

Alana Post

  
\_\_\_\_\_

Penny Anderson

  
\_\_\_\_\_

Heather Grassick

For the Employer:

  
\_\_\_\_\_

Bethany Comeau

  
\_\_\_\_\_

Stephane Chalifour

  
\_\_\_\_\_

Danielle Mitchell

  
\_\_\_\_\_

Mitch Snip

**SCHEDULE "A"****SALARY GRIDS – April 1, 2025****(3% increase)**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Child Protection Workers	70786	74325	78041	81943	86040	90343
Clinical Support Workers	70786	74325	78041	81943	86040	90343
Coordinator of Volunteer Services	63779	66968	70316	73832	77523	81399
Network Administrator	57618	60499	63524	66700	70035	73537
Child and Youth Workers	54434	57156	60014	63015	66165	69474
Legal Assistant	49812	52302	54918	57663	60547	63574
Accounting Assistant	49812	52302	54918	57663	60547	63574
Information and Disclosure Clerk	49812	52302	54918	57663	60547	63574
Administrative Assistant	49812	52302	54918	57663	60547	63574
Receptionist/Volunteer Drive Coordinator	45223	47484	49859	52351	54969	57718
Supervised Access Worker	27.34	per hour				

**SALARY GRIDS – April 1, 2026****(3% increase)**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Child Protection Workers	72909	76554	80382	84401	88621	93052
Clinical Support Workers	72909	76554	80382	84401	88621	93052
Coordinator of Volunteer Services	65691	68976	72425	76046	79848	83841
Network Administrator	59347	62314	65430	68701	72136	75743
Child and Youth Workers	56067	58870	61814	64905	68150	71557
Legal Assistant	51305	53871	56564	59392	62362	65480
Accounting Assistant	51305	53871	56564	59392	62362	65480
Information and Disclosure Clerk	51305	53871	56564	59392	62362	65480
Administrative Assistant	51305	53871	56564	59392	62362	65480
Receptionist/Volunteer Drive Coordinator	46580	48909	51354	53922	56618	59449
Supervised Access Worker	28.15	per hour				

**SALARY GRIDS – April 1, 2027****(3% increase)**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Child Protection Workers	75096	78851	82794	86933	91280	95844
Clinical Support Workers	75096	78851	82794	86933	91280	95844
Coordinator of Volunteer Services	67662	71045	74597	78327	82243	86355
Network Administrator	61127	64184	67393	70763	74301	78016
Child and Youth Workers	57749	60636	63668	66852	70194	73704
Legal Assistant	52844	55486	58261	61174	64232	67444
Accounting Assistant	52844	55486	58261	61174	64232	67444
Information and Disclosure Clerk	52844	55486	58261	61174	64232	67444
Administrative Assistant	52844	55486	58261	61174	64232	67444
Receptionist/Volunteer Drive Coordinator	47977	50376	52895	55540	58317	61233

Supervised Access Worker 28.99 per hour

**SALARY GRIDS – April 1, 2028**

**(3% increase)**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Child Protection Workers	77349	81216	85277	89541	94018	98719
Clinical Support Workers	77349	81216	85277	89541	94018	98719
Coordinator of Volunteer Services	69691	73175	76834	80676	84710	88945
Network Administrator	62961	66109	69414	72885	76529	80356
Child and Youth Workers	59481	62456	65578	68857	72300	75915
Legal Assistant	54429	57151	60008	63009	66159	69467
Accounting Assistant	54429	57151	60008	63009	66159	69467
Information and Disclosure Clerk	54429	57151	60008	63009	66159	69467
Administrative Assistant	54429	57151	60008	63009	66159	69467
Receptionist/Volunteer Drive Coordinator	49416	51887	54481	57206	60066	63069
Supervised Access Worker	29.86					

## **SCHEDULE "B"**

**Emergency After Hours Service (EAHS) Roster Workers are responsible for providing crisis intervention services on an on-call basis outside the Employer's regular hours of operation under the mandate of the *Child, Youth and Family Services Act, 2017*.**

### **TERMS AND CONDITIONS RELATING TO EMERGENCY AFTER HOURS SERVICE (EAHS) ROSTER WORK**

1. Employee entitlements under the Collective Agreement, including under Articles 16, 17, 19 and 28, are not increased by virtue of performing EAHS Roster work.
2. Article 15 (Hours of Work) does not apply to the performance of EAHS Roster work. In addition, it is understood that Article 23 (Vacancies, Promotions, Transfers) does not apply to the addition of employees to the EAHS Roster.

3. **PAYMENT:**

EAHS Roster staff will be paid an On-Call rate for time spent on-call and will be paid an additional Active rate for active work performed (e.g. phone calls, call-outs). The On-Call and Active rates are set out below:

On-Call Monday-Friday Rate:	\$10.00 per hour
On-Call Weekend Rate:	\$12.00 per hour
On-Call Statutory Holiday Rate:	\$15.00 per hour

Active Monday-Friday / Weekend Rate:	\$10.00 per hour
Statutory Holiday Active Rate:	\$15.00 per hour

4. **SCHEDULING:**

EAHS Roster staff will be scheduled by the EAHS Program Manager or their designate for various shifts during designated weekday periods from 4:30 p.m. to 8:30 a.m. and from 8:30 a.m. until 8:30 a.m. on weekends and paid holidays. It is understood that there is no guarantee of hours of work or scheduled shifts.

The Employer will schedule EAHS Roster shifts for Employees on the EAHS Roster. It is agreed and understood that overtime associated with the Employee's regular shift does not constitute an EAHS Roster shift.

5. **ADDITION TO AFTER HOURS ROSTER:**

Staff wishing to be considered for EAHS Roster work will request that the Employer add their names to the existing EAHS Roster. Such requests must be made to the Employer's Manager and the EAHS Program Manager.

In order to be considered for placement on the EAHS Roster, an employee must be a certified/authorized Child Protection Worker, have completed the Forensic Interviewing course offered by the Ontario Association of Children's Aid Society, have four (4) years of service with the Employer or equivalent child protection work experience, and have no formal disciplinary warnings. The Employee must reside within Wellington County or no greater than a forty-five (45) minute drive from its boundary. Exceptions to these requirements may be made by the Employer in its sole discretion.

EAHS Roster staff will attend a minimum of three (3) team meetings per year at the request of their EAHS Program Manager. Attendance is mandatory. EAHS Roster staff may also be required to attend training, orientation and/or meetings related to the position and, if otherwise scheduled to provide EAHS service (on-call) at that time, will be paid the Active rate during their attendance. Employees not otherwise scheduled to provide EAHS service who are attending outside of their regular working hours will be compensated by time off in lieu accumulated at the rate of one (1) hour for every hour in attendance, if they are unable to flex their regular working hours. Plans to take lieu time must be approved by a Manager. Employees may not change these plans without approval by the EAHS Program Manager or designate.

## **6. EAHS STAND-BY EMPLOYEES**

EAHS Standby Employees' employment is subject to the terms and conditions in this Schedule, except for Part 5 above. EAHS Stand-by Employees' employment is also subject to the following:

EAHS Standby Employees will meet regularly with their Manager and may be required to attend meetings, training, and/or orientation related to the position. They will be paid for this time at the On-Call rate plus the Active rate as per this Schedule "B".

Employment of EAHS Stand-by Employees is conditional on a satisfactory police record check. EAHS Stand-by Employees are required to be certified or authorized as a Child Protection Worker.

EAHS Stand-by Employees shall be entitled to vacation pay, annually, at the percentage set out in the *Employment Standards Act, 2000*, and shall schedule vacation leave at a time mutually convenient to the Employer.

EAHS Stand-by Employees shall be paid holiday pay in accordance with the *Employment Standards Act, 2000*.

**SCHEDULE "C"****TERMS AND CONDITIONS RELATING TO  
SUPERVISED ACCESS WORKERS**

1. All Articles of the Collective Agreement shall apply to Supervised Access Workers save and except the following:
  - a) Article 15 Hours of Work;
  - b) Article 16 Holidays;
  - c) Article 17 Vacations;
  - d) Article 19 Health and Welfare;
  - e) Article 28 Sick Leave.
2. Supervised Access Workers shall be scheduled as required by the Supervisor.
3. Supervised Access Workers shall meet with their Supervisor as required. Regular supervision and team meetings will be held at least two (2) times per year.
4. Employment of Supervised Access Workers is conditional on a satisfactory police record check.
5. Supervised Access Workers shall be entitled vacation pay, annually, at the percentage set out in the *Employment Standards Act* and shall schedule vacation leave at a time mutually convenient to the Employer.
6. Supervised Access Workers shall be paid holiday pay in accordance with the *Employment Standards Act* as amended from time to time.
7. Supervised Access Workers working greater than 40 hours in the 4-week period preceding the statutory holiday will receive statutory holiday pay as per the ESA calculations for the total hours worked divided by 20 days.
8. Supervised Access Workers shall be provided with training, as determined by the Employer on a case-by-case basis.

## **Letter of Understanding between Family & Children's Services of Guelph and Wellington and CUPE Local 4325 Re: Job Sharing**

---

### Definition:

Job Sharing is defined as employment in which two (2) people, who are currently employed within the Agency, jointly fulfil the responsibility for one (1) permanent position or job title.

### Principles:

1. Each job sharing Agreement will replace one (1) permanent bargaining unit position.
2. Job sharing arrangements will only be approved where the agency is satisfied that the efficient operation of the Employer and client service demands will not be compromised as a result of such arrangements. The needs of the agency (e.g. space, accounting, staff development) and the applicable department (e.g. duty days, supervision, communication, vacation and caseload coverage) must be met.
3. The qualifications, skills and experience requirements for a job sharing arrangement will be the same as that for the regular position.
4. The request for job sharing may be made by two (2) current permanent employees who have completed their probation and worked in their current position for twelve (12) months. This request must relate to one (1) particular bargaining unit position. The Supervisor of the position in question must be in agreement with the job-sharing request. Job sharing arrangements are approved by the Executive Director.
5. When a job sharing arrangement is approved by the Employer, no posting or job competition under Article 23 will be required for the employee(s) requesting the arrangement to assume the job shared position.
6. Seniority and Service will be pro rated according to the number of hours worked by each job-sharing employee.
7. All benefits, including vacation, statutory holiday pay and staff development opportunities will be pro rated during the job sharing period.
8. Union dues, if applicable, will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.
9. Benefit levels will be related to the gross income of the job-sharing employees. All benefits will continue to be made available to employees who share, subject to insurance eligibility rules. However, the Employer will only be required to contribute or pay premiums or provide benefits consistent with the Collective Agreement as if

there was one (1) employee in the regular position rather than two (2) employees. Premium payments, if any, required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments must be provided to the Employer as a condition prior to their participation in the benefit program.

10. A full-time job-sharing employee will receive pay increments once they reach 1820 hours of continuous service, which is equivalent to the total annual hours worked by a full-time employee. The foregoing will be pro-rated for part-time job-sharing employees based on the proportion of a normal full-time work week regularly worked.
11. Hours and days of work and specifics of job duties will be as established by the Supervisor, in accordance with service needs from time to time.
12. For job sharing requests to be considered, the worker's ability to coordinate workloads and work cooperatively will be taken into account.
13. Job sharing requests will only be considered if the employees who make the request commit to the job sharing position for minimum of six (6) months.
14. In the event one (1) worker resigns or transfers from the job-shared position, the remaining worker will:
  - a. be assigned to the full position or to an existing vacancy in their former classification and level for which they have the skills and ability to perform the work without posting; or
  - b. re-apply with another eligible employee who meets the requirements as noted above, and who can commence the job sharing position immediately.
15. In the event that one (1) worker is approved for a leave of absence, the Employer may, in its sole discretion and without posting, require the remaining worker to enter into a temporary job sharing arrangement with another employee who meets the above requirements for the duration of the leave, assign the remaining worker to the full, regular position, or assign them to an existing full, regular vacancy which they have the skills and ability to perform.
16. In the event both workers are approved for leaves of absence at the same time, the job sharing arrangement will continue upon the return of both workers to active work unless the term of the arrangement expires first.
17. The Employer will not be liable to make any payment to two (2) job sharing employees in excess of what is required for a single employee performing all of the work of the full, regular position. Payments will be shared, not duplicated.

18. Overtime for job sharing employees will be considered as pre-authorized hours worked in excess of the normal workweek for the full, regular position. Overtime compensation will be shared by the job sharing employees in the same proportion as the overtime is worked by them, and in no event will be greater than if the position was occupied by one (1) employee.
19. Workers involved in job sharing arrangements for bargaining unit positions will continue to be members of the bargaining unit covered by this Collective Agreement.
20. The Agreement is subject to termination on three (3) months notice, in writing, by either party.
21. The Employer's decisions with respect to job sharing shall not be subject to the grievance, mediation and arbitration processes under the Collective Agreement between the parties except to the extent it is alleged that the decisions were made in an arbitrary, discriminatory or bad faith manner.

Procedures:

1. The two (2) employees must prepare a written proposal explaining their proposed job sharing arrangements in detail and specifying their expectations.
2. The proposal will be presented to the employees' current supervisor(s).
3. If approved, job-sharing employees will enter into a letter of understanding setting out the requirements and expectations of their job sharing arrangements.

For the Union

*Karen Deby*

---

*[Signature]*

---

*Denny Anderson*

---

*Heather Massitt*

For the Employer

*Bethany Concar*

---

*Stephane Chaboyer*

---

*D Mitchell*

---

*Mitch Swip*

---

**Letter of Understanding between Family & Children’s Services of Guelph and Wellington and CUPE Local 4325 Re: Extra Hours of Work Agreement for the Purposes of After Hours Work**

---




In accordance with Section 17 of the Employment Standards Act, 2000 (the “Act”), the parties agree as follows:

1. Extra Daily Hours – The Union consents on behalf of employees in the bargaining unit who perform After Hours work to allow them to work beyond their regular work day, up to a daily maximum of 13.5 hours.
2. Extra Weekly Hours – The Union also consents on behalf of employees in the bargaining unit who perform After Hours Work to allow them to work beyond 48 hours in a week, to a maximum of 60 hours in a week.
3. Hours Off Between Shifts – The Union consents on behalf of employees in the bargaining unit who perform After Hours work to waive the requirement to have 8 hours off between shifts.

This Agreement does not preclude the provisions in Article 15 regarding the provision of compensatory time associated with the employee’s regular shift.

The parties agree to meet within 12 months after ratification to review this LOU after completing any further investigation and consultation they wish.

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
*Dennis Anderson*  
\_\_\_\_\_  


For the Employer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Letter of Understanding between Family & Children's Services of Guelph and Wellington and CUPE Local 4325 Re: Employment Equity**

---

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. The parties are jointly committed to promoting a diverse, inclusive and equitable workplace. The Employer will ensure that staff are trained in equity and AO-AR practices. The Employer will share the workplace census data analysis with the Union within 30 days of receipt and will be open to conversations with the Union with regards to employment equity.

For the Union

*Heather Deby*

---

*[Signature]*

---

*Angela Poon*

---

*Heather Hassid*

For the Employer

*Bothany Conrau*

---

*St. Paul Chidlow*

---

*D Mitchell*

---

*Mitch Snipe*

---

**Letter of Understanding between Family & Children's Services of Guelph and Wellington and CUPE Local 4325 Re: Special Events/Circumstances**

---

From time to time, the Employer may provide opportunities for youth, children in foster care or client families that require the support of staff from the agency. These are job duties that may be outside of the normal hours of service, and may require overnight accommodation and/or travel. Some of these special events/circumstances are a special opportunity which will be voluntary for staff and some will be work-related requirements. The Employer will inform the Union when a voluntary special event is coming up and of its plan to request volunteers.

**Rates of Pay**

On the days of a special event which is voluntary, the employee will receive their regular rate of pay for 7 hours per day.

On the days where work-related circumstances require staff to travel and/or stay overnight, the employee shall receive their regular rate of pay for 7 hours and lieu time for any additional hours spent doing work such as (but not limited to) supporting a client, attending out of town community or family meetings, or traveling to and from the required location. Compensated time in circumstances where overnights are required will end at the point where no work is being performed and/or a young person needing supervision goes to bed.

All such hours will be recorded and either paid or compensated with lieu time in accordance with Article 15 of the Collective Agreement.

For the Union

*Karen Dely*

---

*[Signature]*

---

*Denny Anderson*

---

*Heather Hassid*

For the Employer

*Bethany Concan*

---

*St. Shana Chislow*

---

*DMithell*

---

*Mitch Snipe*

---

**Letter of Understanding between Family & Children's Services of Guelph and Wellington and CUPE Local 4325 Re: Clinical Support Worker**

---

The Clinical Support Worker ("CSW") classification had new minimum job requirements which led to the parties' 2022 Pay Equity Maintenance / Job Evaluation process producing an increased evaluation for the CSW classification which is comparable in value to the Child Protection Worker ("CPW") classification. As a result of the foregoing, for the purpose of Article 14 (Layoff and Recall), the CSW classification is deemed to be equal to the CPW classification, though they are separate classifications. In the event that notice of layoff is given to CSWs, those CSWs who are not authorized and who receive such notice will attend child protection authorization training as arranged by the Employer. Those CSWs who obtain authorization will be qualified to work as CPWs.

For the Union

*Karen Duly*

---

*[Signature]*

---

*Dennis P. P.*

---

*Heather Howard*

For the Employer

*Bethany Concan*

---

*Stephane Chabou*

---

*D. Mitchell*

---

*Mitch Snip*

---