



Collective Agreement

between

**The Children's Aid Society of
The Regional Municipality of Halton**

and

**The Canadian Union of Public
Employees Local 2501**

2025 – 2028

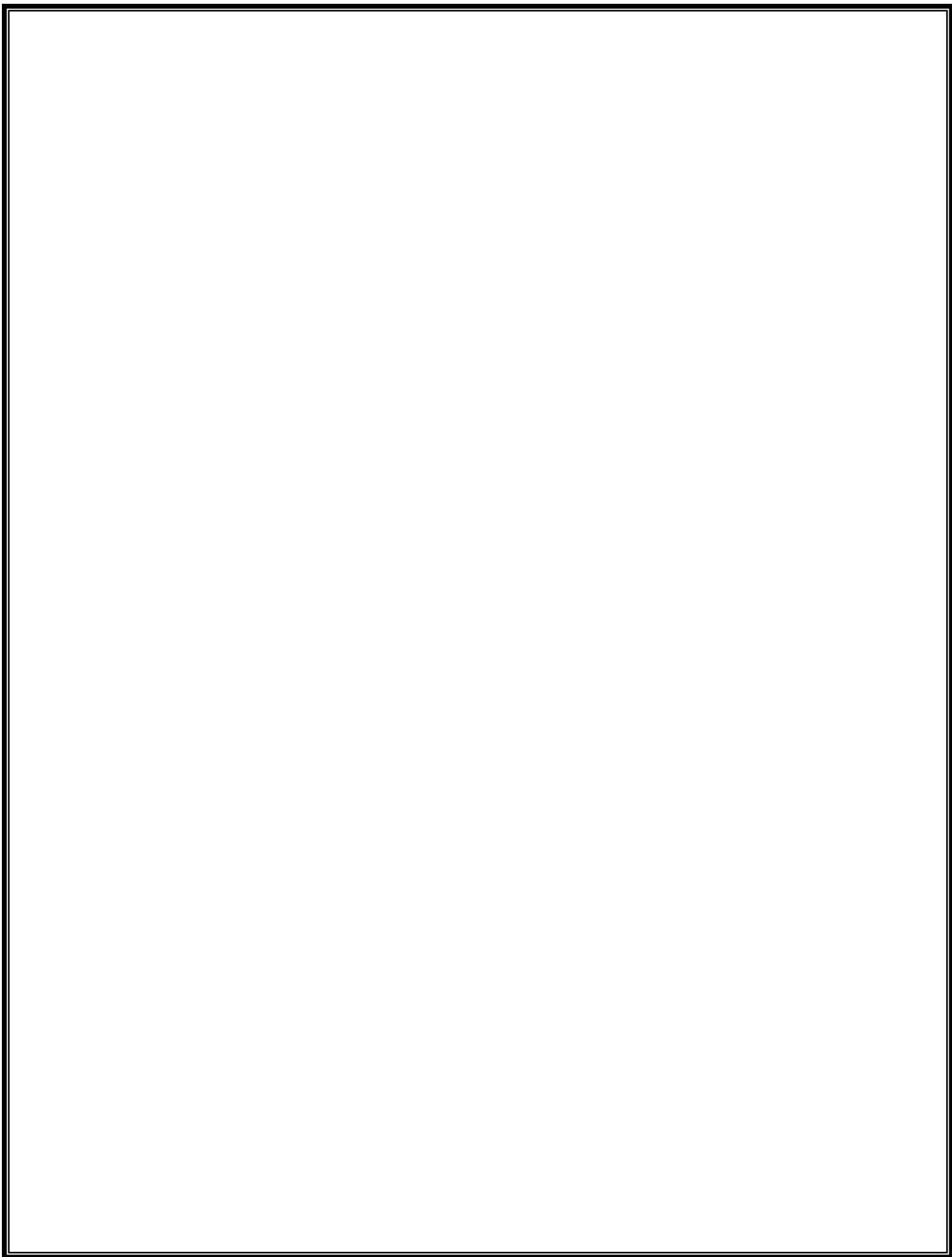


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THIS AGREEMENT MADE ON THE 30th DAY OF JULY 2025

BETWEEN

**THE CHILDREN'S AID SOCIETY OF THE REGIONAL MUNICIPALITY OF HALTON
(Hereinafter called "the Employer")**

OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2501
(Hereinafter called "the Union")**

OF THE SECOND PART

WITNESSETH that:

Article 1 – Purpose of the Agreement

1:01 The purpose of this agreement is to further harmonious relations between the Employer and its employees, to provide procedures for dealing with grievances, and to establish and maintain satisfactory working conditions and hours of work. The Union recognizes the obligations of the Employer to provide service to the public pursuant to the Child and Family Services Act and other legislation.

Article 2 – Recognition

2:01 The Employer recognizes the Union as the bargaining agent for all employees of the Children's Aid Society of the Regional Municipality of Halton, including students employed during the school vacation period, save and except the Executive Director, Supervisors, and those above the rank of Supervisor, including but not limited to Supervisor of Administrative Services, Supervisor of Volunteer Services, Supervisor of Finance, Supervisor of Property and Maintenance, Administrative Assistant to the Executive Director/Board of Directors, Executive Secretary, Communications Specialist, those who are assigned to Human Resources functions, Information Systems and Technology functions, Quality Assurance, Legal Counsel, Partnership and Program Development Coordinator, Accountant(s), and those assigned to Payroll and Benefits functions.

2:02

For the purposes of this collective agreement the following definitions will apply:

1) Full Time Employee

A full time employee is an employee who holds a regular full time position and whose normal hours of work are set out under Article 22:01(a).

2) Part Time Employee

A part time employee is an employee who holds a regular part time position and whose hours of work are set out in Article 22:01(b).

3) Regular Employee

A regular employee is an employee who holds a full time or part time position.

4) Temporary Employee

a) Temporary employees are employees who are hired for a period of up to twelve (12) continuous months to replace employees who are on leave for education or approved personal reasons, or for a fixed term placement for a special project, or for work overload, provided that no temporary employee shall be employed while any regular employee is on lay-off or short time and who is capable of and available to complete the work.

If mutually agreed by the Employer and the Union, the time limit of a temporary employee may be extended beyond such twelve (12) month period.

b) When a temporary employee has been hired to replace an employee who has requested Pregnancy and/or Parental Leave, the temporary employment may extend for up to twenty-four (24) continuous months without the prior agreement of the Union.

c) When a temporary employee has been hired to replace an employee who has been seconded to a non-bargaining unit position, other than for Pregnancy and/or Parental Leave, the employment may extend for a period of up to twenty-four (24) continuous months without the prior agreement of the Union.

d) When a temporary employee has been hired to replace an employee who has been seconded to a non-bargaining unit position or is off on Pregnancy and/or Parental Leave the employment may extend for up to twenty-four (24) continuous months without the prior agreement of the Union

5) Employee

The word "employee" or "employees" in this agreement, unless clearly specified as otherwise, shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2:01.

6) Student

Students are not regular employees or temporary employees within the meaning of this collective agreement regardless of their scheduled hours of work.

The Employer agrees that students will not in any way displace regular employees during regular hours of work, nor will they be retained in preference to regular employees who normally perform the work.

7) Volunteer

Volunteers are not regular employees, temporary employees, or employees within the scope and meaning of this collective agreement.

The Employer and the Union value the contributions of volunteers towards the goals of the Employer but agree that volunteers will not cause the lay-off of regular employees nor displace them from their work assignments.

2:03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this agreement.

2:04 The Employer agrees that students will not in any way displace regular employees during regular hours of work, nor will they be retained in preference to regular employees who normally perform the work. The Employer and the Union value the contributions of volunteers towards the goals of the Employer but agree that volunteers will not cause the lay-off of regular employees nor displace them from their work assignments.

2:05 Persons not covered by the terms of this agreement, other than students and supervisors carrying a few cases for professional development and involvement, will not work on jobs which are normally done by employees covered by this agreement, except for the purpose of instruction, experimenting, or in emergencies, where regular employees are not available.

Article 3 – Non Discrimination

- 3:01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 3:02 The Employer and the Union agree to uphold the principles and requirements of the Ontario Human Rights Code, R.S.O 1990. The Union and employees agree to cooperate with the Employer in the investigation and resolution of any complaint.
- 3:03 The Employer and the Union agree to uphold the principles and requirements of the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005.
- 3:04 The Employer and the Union agree that all references to the term spouse or partner shall be defined as an employee who has a same sex or opposite sex marriage or an employee who has a common-law same sex or opposite sex relationship.
- 3:05 The Employer and Union recognize that there are barriers to full participation in employment for equity-deserving groups within our community. The parties individually and collectively commit to anti-racism and anti-oppression in every aspect of their respective labour-management roles. Both parties are guided by the premise that increasing diversity and equity are essential in order to provide the best possible service to the children, youth, and families within our community and our society at large.

Article 4 – Union Membership and Dues Check-off

4:01 The Employer shall deduct from every pay of each employee who has completed thirty (30) calendar days of service the regular union dues, as determined by the members of the Local and the National Constitution of C.U.P.E.

4:02 All such deductions shall be forwarded to the Secretary-Treasurer of the National Office by electronic funds transfer by the fifteenth (15th) day of the month following the month in which the deductions were made. Such deductions shall not apply to any levies, special assessments or initiation fees.

In order that the Employer may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Human Resources Director, in writing over the signature of the Secretary-Treasurer of the Union of the amount of deductions to be made by the Employer equivalent to the Union's regular monthly dues, and the Employer shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality.

4:03 In consideration of the deductions and forwarding of Union dues by the Employer, the Union shall indemnify and save harmless the Employer against any claims or liability arising or resulting from the operation of this article.

4:04 The Employer agrees to show on the employee's T4 Income Tax Statement for the calendar year the amount of Union dues paid by the employee for such year. A Form T2200 shall be provided, upon request, for all employees who are claiming employment-related expenses under the Income Tax Act. When a request is received, it shall be processed as soon as practical after the issuance of the T4 statements.

Article 5 – Employee-Employer Information

- 5:01 All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the Executive Director, or their designate, and the Secretary of the Union.
- 5:02 The Employer will provide each employee with an electronic copy of the Collective Agreement and the Union with twenty-five (25) physical copies within thirty (30) days of the signing of the Agreement.
- 5:03 The Employer will acquaint potential employees with the fact that a Collective Agreement is in effect and with the article on Union Membership and Dues check off.
- 5:04 The Employer will provide to each new employee an electronic copy of the Collective Agreement, upon commencement of employment.
- 5:05 The Employer agrees that the Union may conduct up to four (4) information meetings per year for new bargaining unit members and will be informed of this right at commencement of employment. Such meetings may be held during Employer normal office hours in Employer offices with the permission of the Director of Human Resources. New bargaining unit members will be granted up to one (1) hour of Employer time to attend one (1) information meeting. Attendance requires permission of the new bargaining unit member's Supervisor and may not generate compensatory time. Any expenses incurred at such meetings shall be the responsibility of the Union.
- 5:06 Upon becoming a bargaining unit member, an Officer of the Union shall be given an opportunity to meet with each employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of becoming a member of the bargaining unit.
- 5:07 The Employer agrees to notify the Local in writing of the following:
- (a) All new employees covered by this Agreement including their name, address, home telephone number, classification and starting salary, upon commencement of employment with the Employer.
 - (b) Notice of change of address and/or home telephone number of each bargaining unit employee when received in writing.
 - (c) All Bargaining Unit hiring, transfers, terminations, lay-offs, recalls and job postings and waivers under Article(s) 12:08 and 15:01.
 - (d) Signed Waiver declining Union representation.

Article 6 – Employer's Rights

- 6:01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, direct, transfer, layoff, promote;
 - (c) Discharge, demote, suspend or otherwise discipline employees for just cause subject to the right of a seniority employee to access the provisions of the grievance procedure;
 - (d) Generally to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes and means of performing the various functions are the right and responsibility of the Employer except as specifically limited by the expressed provisions of this agreement.
- 6:02 The Employer has the right to make and alter from time to time rules and regulations to be observed by the employee, provided that no change should be made by the Employer in such rules and regulations without prior discussion in the Labour Management Committee.
- 6:03 The Employer agrees that its rights as set out in this article will be exercised consistent with the provisions of this agreement.

Article 7 – Union Representation

7:01 Negotiating Committee

The Union shall appoint or otherwise select a negotiating committee of not more than six (6) employees to represent the Union in meetings with the Employer in the negotiations of this collective agreement.

7:02 Negotiations

When meetings for the purposes of negotiating a renewal of this agreement are held during the normal hours of work of a member(s) of the Union's Negotiating Committee, the Employer shall pay one hundred percent (100%) of the salaries of the employees up to but not including conciliation. At the point of conciliation and thereafter, the Employer and the Union shall share equally in the payment of salaries for the members of the Union's Negotiating Committee. The Employer will grant four (4) days without pay for the Union President or their designate and two (2) days without pay for all other members of the Negotiating Committee, for the purpose of preparing for negotiations. The Union shall have the right to the assistance of a representative of the Canadian Union of Public Employees at negotiating meetings.

7:03 Stewards

The Employer will recognize four (4) designated stewards and one (1) lead steward who shall be employees of the Employer. Neither a steward nor an employee shall leave their work for the purpose of involvement in a grievance without first obtaining the permission of his or her supervisor. Such permission will not be unreasonably withheld.

7:04 Grievance Committee

The Employer will also recognize a Grievance Committee composed of four (4) bargaining unit members and the local President. The committee will be formed as per the Local Bylaws. Members of the Grievance Committee will suffer no loss of salary when meetings are held during their usual hours of work. If such meetings are held during working hours, prior permission from the respective Supervisors must be obtained and such permission will not be unreasonably withheld.

7:05 Labour Management Committee

The parties shall establish a Labour Management Committee not to exceed eight (8) members, with four (4) members from each, including one (1) part time employee. This Committee shall meet monthly, unless the members agree otherwise. Meetings will be held during employees' usual hours of work; they will suffer no loss of salary for attending such meetings. Union members will be permitted up to thirty minutes (30) of preparation time without loss of pay during working hours, as arranged with the Supervisors of the persons involved, for the purpose of preparing for the meeting. The Employer will provide for the recording of minutes of Labour Management Committee meetings and shall circulate them to all Committee members within five (5) working days of each meeting. Approval of the minutes of the previous meeting shall be the first item of each Labour Management Committee agenda. All minutes of the Labour Management Committee meetings will be posted by the Employer on the Employer intranet within five (5) working days of the minutes being approved.

7:06 The Union shall notify the Employer in writing of the names of the employees elected or selected as set out in this Article before the Employer is required to recognize them. The Employer shall notify the Union, in writing, of the names of its supervisory personnel.

7:07 The local Union will at any time include the attendance of the CUPE National Representative at meetings between the Employer and the local. The local will inform the Employer in advance of the attendance by the CUPE National Representative at such meetings. It is understood that if the CUPE National Representative cannot attend it will not delay such meetings.

Article 8 – Health and Safety

8.01 Respectful Workplace

The Employer recognizes its obligation to:

- Provide a safe and healthy workplace.

The Employer and the Union mutually desire to:

- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour.

The Employer and the Union recognize their joint obligation to:

- Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

The Employer and the Union also agree to support the philosophy of zero tolerance of intimidation, threats and assaults towards employees in the workplace environment. To this end, the parties agree to the policies and procedures outlined in the Health and Safety Manual and the Safety First handbook.

8:02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to establish a Joint Health and Safety Committee composed of two (2) Union and two (2) Non-Union representatives. The two (2) employee representatives shall be selected or appointed from amongst the bargaining unit employees. The Employer will provide certification training, where required, within a reasonable timeframe, conditional upon course offerings, and a location satisfactory to the Employer.

Representatives are expected to make at least a two (2) year commitment to the Joint Health and Safety Committee. When a Union representative is unable to complete two (2) years of service on the Joint Health and Safety Committee, for any reason other than resignation of employment or approved medical leave, the Union shall pay the cost of providing certification training for a replacement representative.

8:03 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, as may be amended from time to time. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union and/or Legislation.

Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend to the Executive Director actions to be taken to improve conditions related to health and safety.

8:04 The Employer agrees to cooperate reasonably in providing non-identifying information, including accident reports, in its possession to enable the Joint Health and Safety Committee to fulfill its function.

8:05 The Union agrees to cooperate reasonably to obtain the full cooperation of its membership in the observation of all health and safety rules and practices.

8:06 Joint Health and Safety Meetings shall be held nine (9) times annually or more frequently if so decided by the Committee.

8:07 Time spent at meetings of the Joint Health and Safety Committee by Union representatives shall be considered time worked. Union representatives will be permitted one (1) hour of preparation time without loss of pay during working hours, as arranged with their Supervisor, for the purpose of preparing for the Joint Health and Safety Committee meeting. Any additional time necessary to carry out member's duties required under the Occupational Health and Safety Act, shall be considered time worked and shall be scheduled by mutual agreement of the Joint Health and Safety Committee co-chairs.

8:08 Both the Employer and the Union acknowledge that Health and Safety is a joint responsibility within the workplace.

The Employer acknowledges its responsibility to observe reasonable precautions for Health and Safety of its employees during working hours and shall supply such training and equipment as is necessary for this purpose.

The Employer has developed an extensive Health and Safety policy in conjunction with the Joint Health and Safety Committee. The parties agree to update the Health and Safety policy as required and legislated.

8:09 **Health and Safety Training**

The Employer shall provide mandatory training to all employees in Health and Safety procedures including handling violent situations.

8:10 **Ergonomics**

The Employer and the Union agree to support initiatives that promote awareness and education about ergonomically sound practices in the workplace. Ergonomic concerns identified on the Safety Concern Form will be provided to the Joint Health and Safety Committee for the purpose of analyzing the issues raised, if any, and to bring forward recommendations.

8:11 **Harassment**

The parties agree that Workplace Harassment, as defined under the Occupational Health and Safety Act, is broad enough to include harassment prohibited under the Ontario Human Rights Code, as well as "psychological harassment" or "personal harassment."

"Workplace Harassment" is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

8:12 **Worker Safety – Violence in the Workplace and Community**

The Employer recognizes the potential for violence in the workplace and, therefore, will make every reasonable effort to identify all potential sources of violence in order to eliminate and/or minimize these risks.

“Workplace violence” is defined as:

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (c) a statement (written or verbal) or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

“Workplace: is defined as:

- (a) any land, premises, location or thing at, upon, in or near which a worker works.

8:13 **Worker Safety Risks**

The Employer is committed to the personal safety of employees while in the course of their employment and does not expect any employee to place their personal safety at risk to perform their job.

In the event that an employee identifies a potential safety issue, risk, hazard or potential for violence while in the direct performance of their duties, the employee shall:

- immediately bring the matter to the attention of the Supervisor or designate
- meet with the Supervisor or designate and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of their duties.

If a safety plan cannot be established, an Emergency Safety Conference shall be scheduled to develop a mutually agreeable safety plan, the Director of Service or their designate and a Unionized Health and Safety Representative shall attend the conference with the other relevant parties.

8:14 **Injury Related Leaves and Supports**

An employee who is injured or experiences an acute reaction to a sudden and unexpected traumatic event arising out of and in the course of their employment and is required to leave for treatment or sent home for such incidents, shall receive payment for the remainder of their scheduled shift at the employee’s regular rate of pay.

The Employer agrees to make services available through the Employer’s Employee and Family Assistance Program, where the program permits, to all employees who so require.

8:15 Transportation to the nearest physician or hospital for employees requiring care, as a result of workplace incident, shall be at the discretion and expense of the Employer.

8:16 The Employer shall inform the Union within four (4) days when submitting the Employer's Report of Injury or Disease (Form 7) to the Workplace Safety and Insurance Board.

8:17 **Reimbursement for Damages to Personal Property**

Should an employees' personal property worn or carried by the employees (such as clothing, shoes and watches) be damaged or destroyed as a result of the employee providing direct service to clients in the normal course of their duties, the employees will advise a Service Supervisor within two (2) working days of the incident.

In order to receive compensation, the employee must be able to establish proof that the damage was done by a client and consider, where appropriate, filing of a police report. Upon production of receipts, the Employer shall provide reasonable replacement/repair costs of the personal property up to one hundred (\$100) dollars. Reasonable repair or replacement costs in excess of one hundred (\$100) dollars will be considered on a case-by-case basis.

8:18 **Review of Health and Safety Policies**

During the course of this collective agreement, the Employer and the Union will undertake a review of the Employer's policies and procedures related to Occupational Health and Safety.

Article 9 – Use of Employer Facilities

- 9:01 The Union will be allowed to hold meetings on the Employer's premises provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director or their designate. The Executive Director reserves the right to limit the use of said premises.
- 9:02 The Employer will provide a separate bulletin board in the principal Employer locations and allow space on the Employer intranet for notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs. All such bulletin board notices and intranet notices must first be approved by the Executive Director or their designate before being posted. Such approval will not be unreasonably withheld.

Article 10 – Employee Responsibilities

- 10:01 Each employee covered by this agreement will have with management the responsibility of carrying out the policy of the Employer to provide efficient and effective service to the public related to child welfare as directed by the Child, Youth and Family Services Act, as amended from time to time. It is understood and has been accepted that the Employer both desires and values the input and suggestions made by any employee.
- 10:02 Two (2) employees may be chosen by the Union and will be entitled to:
- (a) attend regular Board meetings as observers, when they are invited as guests by the Board;
 - (b) receive notices and minutes to open Board meetings if practical at least five (5) calendar days in advance of all regular Board meetings;
- 10:03 The term "regular Board meetings" where used above shall apply only to those meetings or portions of meetings, the agenda of which is classified "public", that is, open to the public and to newspaper reporters.
- 10:04 The Union shall notify the Employer, in writing, of the names of the employees selected, as set out in Article 10:02, before the Employer is required to recognize them.

Article 11 – No Strike, No Lock Out

- 11:01 During the lifetime of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out. The definition of the words "strike" and "lock out" shall be as set forth in the Ontario Labour Relations Act, R.S.O. 1980, as amended from time to time.

Article 12 – Grievance Procedure

12:01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether the matter is arbitrable and where an allegation is made that this agreement has been violated or whenever an employee claims that he has been disciplined, suspended or discharged without just cause, such difference, allegation or claim being hereinafter referred to as "the grievance", the grievance procedure set forth below shall apply. In this article, "day" means working day.

12:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate Supervisor, or their designate, if the immediate Supervisor is unavailable, the opportunity of adjusting their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within seven (7) days of when the circumstances giving rise to the complaint have occurred and have or ought to have reasonably come to the attention of the employee. Such a discussion shall be initiated by the employee during the normal hours of work. The discussion shall be between the employee and their immediate Supervisor. The Supervisor shall give their response to the complaint within seven (7) days and, failing settlement, the employee may then pick up the matter as a grievance within seven (7) days following the advice of the immediate Supervisor's decision, in the following manner and sequence:

Step One

An employee having a grievance shall submit their grievance to their immediate Supervisor, in writing, designating the Article and clause of this agreement to which the grievance applies. The immediate Supervisor shall give their decision in writing to the employee within seven (7) days following the receipt of the grievance.

Step Two

If not then settled in Step One, the written grievance from Step One may be submitted by the employee to the Supervisor's Supervisor within seven (7) days after the decision in Step One is given. The Supervisor's Supervisor shall give their decision in writing to the employee within seven (7) days of receipt of the grievance as provided herein. Where an employee's immediate Supervisor and the Supervisor's Supervisor is the same person, this step shall be omitted.

Step Three

If not then settled in Step Two, the grievance may be submitted to the Executive Director within seven (7) days of the decision in Step Two. The Executive Director will arrange a meeting with the employee and the Grievance Committee within seven (7) days following the receipt of the grievance. The Executive Director shall give the employee a written reply to the grievance within seven (7) days after the meeting has been held. The representative of the Canadian Union of Public Employees may be present at this stage.

12:03 Any time limits provided for in this article may be extended by mutual agreement of the parties hereto and such mutual agreement shall be in writing.

- 12:04 At any step in the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 12:05 The employee in all steps shall be confined to the grievance and redress sought in the grievance filed as provided in Step One. An employee shall have the right to request the assistance or presence of a steward at any formal Step (One, Two or Three) of the grievance procedure.
- 12:06 **Employee Records:**
- (a) The record of an employee shall not be used against them any time following a clear record of eighteen (18) months, including letters of reprimand, a suspension or any disciplinary action.
 - (b) An employee shall have the right, within two (2) working days of a request in writing, to have access to, review and copy their personnel file in the presence of their immediate supervisor or designate and shall have the right to respond in writing to any document contained therein. Such reply shall be dated by the employee and shall become part of the permanent record.
 - (c) Each letter of discipline, suspension or discharge shall contain the following notation: "You are advised that you have the right to Union representation in this matter."
- 12:07 Evaluations shall not be used in any grievance proceedings or for the purposes of discharge by the Employer of the employee. Each employee shall receive a copy of any evaluation.
- 12:08 The Employer will provide the Union with a copy of all disciplinary actions taken against its members within two (2) working days of the action taken against the employee. Upon the Union's request, the Employer will provide the Union with a copy of the waiver two (2) days after being signed, when an employee who is the subject of an investigation forgoes Union representation.

Article 13 – Policy Grievance

- 13:01 It is understood that the Employer may submit to the Union any complaint with respect to the conduct of Union officers or members, concerning the interpretation, application, administration or alleged violation of the provisions of this agreement and, if such complaint by the Employer is not settled satisfactorily, it may be treated as a grievance and be referred to arbitration by the Employer.
- 13:02 The Union shall have the right to process a policy grievance which could not otherwise be processed by individual employees and which deals with any difference arising from the interpretation, application, administration or alleged violation of the provisions of this agreement.
- 13:03 All policy grievances shall be initiated in writing at Step Three of the grievance procedure.
- 13:04 This article shall not be applied in a manner so as to allow either party the opportunity of initiating any matter or grievance on the same occurrence which has already been submitted under the grievance procedure.

Article 14 – Arbitration and Mediation

- 14:01 Both parties to this agreement agree that any dispute or grievance which has been properly carried through all steps of the grievance procedure as outlined in Article 12 or through the mediation process and which has not been settled will, at the request of either of the parties, be referred to a Board of Arbitration as provided under the Ontario Labour Relations Act at any time within twenty (20) working days thereafter but not later.
- 14:02 The decision of the Board of Arbitration shall be final and binding on both parties and on each and every employee involved.
- 14:03 No matter shall be arbitrable which does not involve a question concerning the interpretation, application, administration or alleged violation of the agreement. The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or substitute any new provisions or change any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 14:04 (a) The parties hereto will bear the expense of the nominee appointed to represent it and will jointly in equal amounts share the remuneration of the Chairman of the Board of Arbitration and any other expenses of the Chairman.
- (b) The Employer agrees to allow the grievor to attend at the arbitration with no loss in pay.
- 14:05 No person shall be selected for the Board of Arbitration who has been involved in attempts to negotiate or settle the grievance.
- 14:06 Notwithstanding the provisions of this article, the parties may mutually agree to submit the grievance to a single arbitrator. The single arbitrator shall possess the same powers and be subject the same limitations as the Board of Arbitrators.
- 14:07 Where the parties agree, the grievance may be referred to a mutually agreeable mediator. Such mediation shall be held within ninety (90) days after a decision at Step Three (3) of the grievance procedure has been rendered unless otherwise agreed. The parties agree to share the costs of the mediator. The mediation process is without prejudice to either party. No matter may be submitted to mediation which has not been properly carried through the grievance procedure. If no settlement is reached within ten (10) calendar days following the date of mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as a Mediator may serve as Arbitrator. Nothing said or done by the mediator may be referred to by either party at Arbitration. When mutually agreed between the Employer and the Union, the mediation procedure in this Article shall be considered the exhaustion of the grievance procedure for the purposes of Section 49 of the Ontario Labour Relations Act.

14:08

Process of PDT Referral to Local Tables and Dispute

- (a) The Employers group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local Union. The parties shall agree on a joint release date.
- (b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts 9 to 16 of the Consensus Agreement by their local principals.
- (c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- (d) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the PDT agreement the provisions of the local collective agreement shall be used to resolve such disputes.
- (e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that Part 16 d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - (i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - (ii) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
 - (iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

For the purposes of this article, Parts 9 to 16 of the Consensus Agreement refer to the following:

- Part 9: Benefits Savings (Letter of Understanding # 5)
- Part 10: Wellness Strategy (Article 31:10)
- Part 11: Compensation & Benefits (Wage Schedule, Article 31:10, Article 31:03)
- Part 12: Workplace Safety and Insurance Act (Article 30:05)
- Part 13: Job Security (Article 21:03, Article 39)

Part 14: Superior Provisions (Letter of Understanding # 6)
Part 15: Recruitment & Retention – Mobility of Employees in the Child Welfare
Sector (Article 38:01)
Part 16: Process of PDT Referral to Local Tables and Dispute (Article 14:08)

Article 15 – Discipline, Suspension and Discharge

- 15:01 When an employee other than a probationary employee is discharged or suspended, the Employer will notify the employee concerned no later than two (2) working days after discharge or suspension, in writing, of the reason for the discharge or suspension.
- 15:02 (a) A claim by an employee other than a probationary employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement is lodged with the Executive Director or their designate at Step Three of Article 12 within seven (7) working days after written notification of the discharge or suspension.
- (b) Such grievance may be settled by:
- (i) confirming the Employer's action in dismissing or suspending the employee, or
 - (ii) reinstating the employee with full compensation for lost time; or
 - (iii) any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of the arbitrator.
- 15:03 When an employee, other than a probationary employee, is issued a written warning, or is suspended or discharged, the employee shall have the right of Union representation who shall be an employee of the Employer. If the employee chooses to voluntarily waive this right, they must do so in writing prior to the scheduled meeting.

Article 16 – Termination/Retirement

- 16:01 (a) Each permanent Child Protection Worker will give one (1) month's notice in writing of termination of employment, unless there are exceptional circumstances, in which case the Executive Director may, at their option, accept a written notice of termination that is less than one (1) month. The Executive Director may, at their option, make payment in lieu of all or part of such notice being worked out.
- (b) Each permanent employee other than Child Protection Workers will give at least two (2) weeks' notice in writing, unless there are exceptional circumstances, in which case the Executive Director may, at their option, accept a written notice of termination that is less than two (2) weeks. The Executive Director may, at their option, make payment in lieu of all or part of such notice being worked out.
- (c) Any part of a vacation period shall not be considered part of the notice to the Employer as mentioned in paragraphs (a) and (b) of this section.
- (d) Any employee still on probation may terminate employment with one (1) week's notice in writing.

16:02 Regular Retirement

Pension options shall be consistent with the criteria as specified in the OMERS plan at the time the employee elects to retire.

- 16:03 The Employer agrees to notify the Union in writing regarding employees covered in this Agreement when they give written notification of their intention to retire from the Employer. Failure to do so will not be the subject matter of a grievance.

Article 17 – Probationary Period

- 17:01 All employees shall be placed on a seniority list as of the date of hire after completion of a probationary period of six (6) months or any extension of such period. A probationary period may be extended three (3) months only if the employee is notified in writing no later than five (5) working days before the expiration of the first six months. There shall be no probationary period beyond the ninth (9th) month. Should the employee so request, the Employer shall notify the Union of the extension of their probationary period. The foregoing is subject to the following exceptions:
- (a) The probationary period for Unauthorized Workers shall be nine (9) months.
 - (b) Transfers identified in Article 18:03(b).
- 17:02 Until an employee is placed on the seniority list, they shall be known as a probationary employee, who may not grieve regarding discharge or suspension.
- 17:03 An employee shall be notified in writing that they have completed their probationary period. If no written notice is received, it shall be assumed that the employee has completed their probationary period and acquired seniority.

Article 18 – Seniority

- 18:01 (a) For the purpose of the application of this section to regular full time employees, seniority shall mean length of service with the Employer commencing from the most recent date of hire.
- (b) For the purposes of the application of this section to regular part time employees, seniority shall mean length of service with the Employer commencing from the most recent date of hire and calculated on hours worked (1820 hours equals one (1) year).
- 18:02 The Employer shall prepare a seniority list of employees covered by this agreement, which shall include classification. The seniority list shall be posted semi-annually in the principal Employer locations and the Employer intranet and a copy of the list shall be forwarded to the Secretary of the Union. 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 the seniority list, provided they are at work when the list is posted, they shall be deemed to have a 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.
- 18:03 (See also Article 20)
- (a) In no case shall a temporary employee exercise their non-seniority length of service against a regular full time employee or a regular part time employee but, if a vacancy for a regular position is not filled by a present regular full time or regular part time employee, the temporary employee who applies for the vacancy shall be considered along with outside applicants.
- (b) Where a temporary or part time employee is transferred to a regular full time bargaining unit position, the employee shall keep all seniority earned in accordance with Article 18:01(b) after satisfactorily completing the probationary period as provided by Article 17:01(a). Any time worked as a temporary or part time employee will be credited to the probationary period, unless the employee becomes permanent in a position which is different than the one they held as a temporary or part time employee. If the position to which the employee becomes permanent is different than the one they held as a temporary or part time employee, the employee will serve a three (3) month probationary period in the new role. If the employee does not pass their probationary period, the employee shall be transferred back to their original position or if that position is not available, a comparable position with the same rate of pay.
- 18:04 In promotions, demotions and transfers, the following factors shall be considered:
- (i) knowledge, efficiency and ability to do the normal requirements of the job;
 - (ii) length of continuous service;
- and when the factors in (i) are relatively equal factor (ii) shall govern.
- 18:05 Prior to the transfer of any employee, there shall be discussion with the Union at the Labour Management Committee.

Article 19 – Loss of Seniority

19:01 An employee shall only lose their seniority and shall be considered terminated for the following reasons:

- (a) If they resign;
- (b) after eighteen (18) continuous months of lay off;
- (c) if the employee is discharged and the discharge is not reversed through the grievance procedure or arbitration;
- (d) if an employee has been absent for one (1) calendar week without being granted a leave of absence in accordance with subsection 25:09(a);
- (e) if the employee is laid off and fails to return to work within ten (10) working days after being notified by registered mail at their last known address on the Employer's records to report to work and does not give a satisfactory reason;
- (f) if an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave or provide a reason satisfactory to the Employer for overstaying of such leave;
- (f) upon date of retirement.

19:02 When an employee is asked, or requests a secondment or transfer to perform non-bargaining unit responsibilities, they shall maintain their accumulated seniority but will not accrue seniority during the period of secondment. In the event the employee returns to a position within the bargaining unit within twenty-four (24) months of the date of leaving the Unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee who does not return to the bargaining unit within twenty-four (24) months of the date of leaving the Unit, shall forfeit all bargaining unit seniority.

If such employee returns to the Bargaining Unit during the twenty-four (24) months period, they shall be placed in a job consistent with their seniority.

No employee shall be appointed or seconded to a position outside the Bargaining Unit without their consent.

Article 20 – Job Posting

- 20:01 (a) In this article "vacancies" shall mean those of a long-term nature such as those that arise through resignations, new jobs, leaves of absence or sick leave over six (6) months. Vacancies which will not or are not expected to exceed six (6) months need not be posted; and such temporary vacancies may be filled at the discretion of the Employer which includes the temporary reassignment of any employee.
- (b) The Employer may create temporary special project work for a period up to eighteen (18) months, to advance organizational objectives or further develop staff. Temporary special project work will be posted.
- (c) Vacancies which arise as a result of extended illness expected to last greater than twelve (12) months may be filled on a permanent basis. An employee who is returning to work from an extended absence must give four (4) weeks' notice of intention to return to work. Absences expected to last less than twelve (12) months may be filled on a temporary basis.
- (d) Vacancies which arise as a result of the secondment of a bargaining unit employee to a non-bargaining unit position, may be filled on a temporary basis for up to twenty-four (24) months in accordance with Article 19:02.
- (e) In this article "days" shall not include Saturdays, Sundays, paid holidays in accordance with Article 26, and days or part days designated as office closure.
- 20:02 Notice of all vacancies, reclassifications where an incumbent does not exist or new positions created within the bargaining unit, when they are to be filled by the Employer, shall be posted and:
- (a) shall include the nature of the position, the knowledge and education required for the position, the qualifications, ability and skills required and the salary range. Each posting shall include a statement that outlines the Employer's commitment to diversity, equity and inclusion and Truth and Reconciliation.
- (b) be posted for a period of five (5) days upon the Employer's intranet and employees shall have the opportunity to apply for any such vacancies. When a second vacancy occurs due to the transfer of an employee into the original posted vacancy, it shall also be posted for a period of five (5) days. No posting shall be required after the second posting.
- (c) All employees on leave who so request shall receive, by email to the email address provided, notice of all full time and part time vacancies. The Employee shall have five (5) days of the date of the email to respond.
- 20:03 Appointments from within the bargaining unit shall be made within thirty (30) working days of the original posted notice, except in circumstances beyond the control of the Employer.

20:04 (a) Before an outside applicant for such job vacancies is appointed, the Employer shall first consider all applicants from the regular full time employees and regular part time employees.

(b) Unsuccessful applicants may request an explanation for any denial of promotion or transfer. Upon request, the hiring supervisor will provide such an explanation within five (5) working days.

20:05 Upon the filling of a posted vacancy, the Employer shall give notice of the decision to competing and all employees, including the name of the successful applicant.

20:06 No employee shall be transferred to a non bargaining unit position without their written acceptance. They shall retain the seniority previously acquired in the bargaining unit at the time of such transfer but shall not accumulate any further seniority outside the bargaining unit.

20:07 The Employer will post a notice or otherwise advise employees of non bargaining unit vacancies.

20:08 The Employer need not consider any applicant for a posting who has, within the prior twelve (12) month period successfully bid on a vacancy.

20:09 **Recruitment and Retention: Mobility of Employees in the Child Welfare Sector**

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

(a) All bargaining unit vacancies that occur at a participating Employer, where the Employer has exhausted their normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.

(b) Employees hired from one agency into another will be required to complete a full probation period as per the collective agreement of the hiring Employer.

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

It is understood that this applies only to those employees who move from one CAS employer to another into a position that accumulates seniority, and whereby there is no break in service between employers.

Article 21 – Layoff and Recall

21:01 Definition of Layoff:

Layoff shall include a reduction in the normal hours of work of any regular full time bargaining unit employee or the elimination of any regular part time or regular full time position to which there is an incumbent.

A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) reassignments will occur in reverse order of seniority;
- (ii) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements; and
- (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work.

Any vacancy to which an employee is reassigned need not be posted.

21:02 (a) Both parties recognize that job security should increase in proportion to length of service;

(b) when layoffs are necessary, employees shall be laid off in the following order and recalled in reverse order:

- (i) temporary employees;
- (ii) probationary employees;
- (iii) seniority employees.

(c) Employees in receipt of a layoff notice shall elect one of the following options within seven (7) working days:

- (i) Accept the layoff and elect to be placed on the recall list in accordance with Article 21:04; or
- (ii) Accept a vacant position for which they have the skills and qualifications to perform the duties of the position. It is understood that the employee accepts the terms and conditions of the elected vacant position and retains their right to recall; or
- (iii) Elect to bump an employee with less seniority in a regular position, provided that the employee exercising the right is qualified to perform the work of the employee with less seniority. It is understood that the bumping employee accepts the terms and conditions of the elected position and retains their right to recall; or
- (iv) Accept a voluntary exit package, waive the right to recall, resign and receive termination and severance pay of two (2) weeks' salary for each year of continuous service to a maximum of thirty-four (34) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

21:03 **Notice of Layoff**

- (a) The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- (b) The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.
- (c) The Employer and the Union shall continue to meet on an ongoing regular basis to minimize impact on service.

21:04 Employees who are laid off following their period of notice and elect to retain recall rights, shall have such rights for eighteen (18) months from the applicable date of layoff. The employees shall be recalled to work in order of their seniority, provided they have qualifications to perform the job, subject to the terms of 18:04.

21:05 The Employer agrees to pay its share of all benefits for a period of thirty (30) days following a layoff. In the event of a longer layoff, employees so affected shall have the right to continue coverage through direct payments, provided the plan permits it, for as long as the employee has seniority rights.

21:06 Grievances concerning layoffs due to a reduction in the work force will be initiated at Step 3 of the grievance procedure.

21:07 It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within ten (10) working days (exclusive of Saturdays, Sundays and Holidays) after being notified to do so by written notification delivered by overnight courier to the last address on record with the Employer and to report to work within ten (10) working days after being notified. Such notice shall be deemed to be received by the employee on the second day following the date of sending out the notice by overnight courier, with recipient's signature. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall return to work.

21:08 (a) If the employee fails to comply with article 21, then seniority shall terminate and the employee shall cease to be employed by the Employer.

(b) However, an employee may decline to accept recall to a temporary vacancy, and shall thereby not lose their right to recall until after the expiry of the eighteen (18) month period of recall rights, as set out in article 21:04.

21:09 **Notice of Elimination of a Position**

The Employer shall provide the Union with two months written notice (where possible) of its intention to eliminate any position that results from a vacancy created due to a resignation, retirement, or other workplace exit.

Article 22 – Hours of Work

- 22:01 (a) The Employer's usual business hours shall be Monday to Friday from 9:00 a.m. to 4:30 p.m. The normal hours of full time employees shall be thirty-five (35) hours per week and shall include an unpaid lunch period of thirty (30) minutes per day to be taken at approximately the mid-point of the day.
- (b) The normal hours of work of part time employees shall be scheduled in accordance with the requirements of the position.
- (c) This provision shall not restrict the requirement of other hours of work for specific purposes, such as evening service.
- (d) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other payments and benefits.
- 22:02 (a) Full time employees shall be allowed one fifteen minute break in the morning and in the afternoon of each normal day.
- (b) Part Time employees shall be allowed one fifteen minute break for each three and one-half hour period of work.
- 22:03 The Employer does not guarantee these standard hours of work but, before any changes are made, or new or different shifts are established, there will be prior notice to and discussion with the Union, with as much prior notice as possible.

Article 23 – Overtime

- 23:01 Subject to 23:03, all time worked before or after the regular work week, or on a holiday, shall be considered overtime.
- 23:02 (a) An employee who is required in the normal discharge of their duties to work between thirty-five (35) and forty (40) hours per week shall be entitled to equal compensatory time off.
- (b) As an alternative to (a) above, an employee may, subject to the approval of management, be compensated at straight time for hours between thirty-five (35) and forty (40) hours of work per week.
- (c) An employee who is required to work more than 40 hours in a week shall be paid at the rate of one and one half times their regular salary reduced to an hourly rate. Compensation for overtime between 35 and 40 hours per week will remain at straight time.
- (d) An employee's accrued compensatory time shall not exceed twenty-eight (28) hours without the prior approval of the employee's supervisor and must be taken within four (4) pay periods from the date earned. The worker and supervisor will review compensatory time when twenty-one (21) hours has accrued.
- 23:03 Any and all overtime must be approved in some manner, in advance if at all possible, by the employee's immediate supervisor. If not approved in advance, due to unforeseen circumstances, approval retroactively is required as soon as possible after such overtime occurs before it will be compensated.
- 23:04 The Employer will accept an employee's request to be excused from an overtime assignment for personal reasons on the understanding that the parties agree overtime is necessary. When no other employee who normally performs the work is available, the Employer may refuse the employee's request.
- 23:05 Hours for which Paid Holiday allowance is paid, or hours of time off given in accordance with Article 26 as compensation for a Paid Holiday worked, will be deemed to be hours worked for the purpose of calculating overtime.
- 23:06 With the approval of a Supervisor, when an emergency or other unplanned urgent matter or event arises, without notice, that requires an employee to work a minimum of three (3) hours beyond their regular scheduled shift, the Employee will be provided with a meal reimbursement at the current Employer rate, upon the submission of a receipt with the timelines set out in the Financial Policy of the Employer.

Article 24 – Training

- 24:01 The Employer is committed to the skill enhancement of all employees to ensure competence in performing the daily requirements of the positions covered by this collective agreement; each employee shall complete training in accordance with the requirements of the position, including programs that support a healthy workplace.
- 24:02 At the Employer's expense, employees will undertake required or approved training courses or refresher courses, participate in weekend workshops and attend other conferences and meetings as may be deemed desirable. When such training or refresher courses are scheduled for a time other than the employee's regularly scheduled days of work, the employee shall receive compensatory time off at a later date. Weekend workshops will only be scheduled when no reasonable alternative is available.
- 24:03 The Employer shall post notice of any forthcoming extension courses or work study programs which routinely come to its attention for which employees may be selected, in order that interested employees will be aware of the type, duration, location and required qualifications of the course and be able to make application. Whenever possible, such notice shall be posted for a minimum of ten days prior to the course.
- 24:04 Employees attending mandatory training, outside of Halton Region, shall be compensated at straight time for reasonable travel time as authorized by the Employer. Mandatory training would include any training the Employer requires the employee to attend as a condition of employment or continued employment. Other mandatory training would include any training the employee is obligated to take pursuant to a statute or regulation, in order to perform the duties and functions of the position held by the employee.
- 24:05 Where an employee desires to participate in an external course(s) related to their work with the Employer, the employee shall submit a written request to the Executive Director with the details of the course to be undertaken. If the request is approved by the Executive Director, the Employer shall, after consultation with the employee, either reimburse the employee up to 100% of the tuition, upon satisfactory proof of successful completion and a receipt for the registration fees, or the time necessary for actual course attendance during the usual work day.

Article 25 – Leave of Absence

- 25:01 (a) For the purpose of this agreement, a "leave of absence" is an authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Employer.
- (b) When an employee is granted leave without pay under this agreement, all benefits of employment, including pay for time not worked, shall be adjusted in relation to the proportion of the calendar year actually worked and the employee shall be responsible for the payment of all benefit premiums under this agreement. Benefit coverage availability will cease in accordance with Article 31:03(h).

Article 25:02 – Bereavement Leave

- 25:02 (a) In the event of the death of a member of an employee's family, as specified below, a paid leave of absence will be granted to full time employees and part time employees on a pro-rated basis for working days required immediately following the date of death to attend the funeral and mourn, according to the following:
- (i) up to a maximum of five (5) working days for a parent, parent-in-law, spouse, child, child-in-law, sibling, sibling-in-law, common-law partner, grandchild.
 - (ii) up to a maximum of three (3) working days for a ward of the employee, grandparent, cousin, aunt, uncle, niece or nephew, or a person with a significant connection permanently residing in the employee's household.
 - (iii) An employee may request short period of time off during normal working hours to attend a funeral. A supervisor may grant such time off should the circumstances warrant it.
 - (iv) Special circumstances are at the discretion of the Executive Director.
- (b) If, during a period of vacation or compensatory leave, a regular full time employee is bereaved in circumstances under which they would have been eligible for bereavement leave under Section 25:02 of this Article, they shall be granted bereavement leave and their compensatory leave or vacation credits shall be restored to the extent of any concurrent bereavement leave granted.

Article 25:03 – Court Leave

- 25:03 (a) An employee who is required to serve as a juror or is a subpoenaed witness (provided they are not a party to the action) shall be granted a leave of absence. The employee shall be paid one normal day's pay for the loss of each working day of such service or attendance, provided they report for work when not actually required for such duty and provided the employee remits to the Employer the total amount received for service as a juror or subpoenaed witness, not including any allowance for travelling, meals or other expenses. The employee, on returning to work, shall present a certificate showing the period of such service and the amount of compensation received.
- (b) Where an employee is on call for jury duty and where not required for the entire day, the employee shall report for work as soon as is reasonably possible if discharged from jury duty on or before 12:00 noon.

Article 25:04 – Family and Personal Need Days

- 25:04 (a) Regular full time employees will be provided up to a maximum of twenty-eight (28) hours of paid leave of absence per calendar year, which shall not be accumulated, for the purposes of attending to family responsibilities and/or personal medical appointments.
- (b) Regular part time employees will be entitled to Family and Personal Need paid leave of absence on a pro-rated basis.
- (c) It is understood that Family and Personal Need leaves of absences must be approved by the Employer; such requests for leave must not be unreasonably denied.
- (d) It is understood that Family and Personal Need days shall be used during the calendar year and shall not be accumulated or carried over to the next calendar year.
- (e) Family and Personal Need days shall not be attached to any vacation period.

Article 25:05 – Educational Leave

- 25:05 (a) A leave of absence without pay for educational purposes may be granted by the Employer to an employee who has completed a minimum of one year of continuous service, provided that the employee gives written intention of returning to the employment of the Employer. In such cases, the employee retains all seniority and continuous service accumulated to the day on which the leave commenced. Such leaves will not be unreasonably withheld.
- (b) Request for such leave must be submitted in writing to the Executive Director at least three months before the leave is to commence and such educational leave will be considered for one academic year at a time. If the employee successfully completes one year and wishes to return for a second or subsequent year of studies, they must re-apply for further leave of absence and, if such leave is a continuation from the studies of the first academic year, the Employer will not unreasonably withhold or refuse such extensions. At the expiry of an Educational Leave of Absence in excess of six months the employee will be offered the first available vacant position in the Employer for which they are qualified.

Article 25:06 – Pregnancy/Parental Leave

- 25:06 (a) An employee shall be granted Pregnancy and/or Parental Leave in accordance with the Employment Standards Act, 2000 as amended from time to time.

The Employment Standards Act, 2000 provides:

Pregnancy leave

46 (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

When leave may begin

- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
- (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with still-birth or miscarriage.

Latest day for beginning pregnancy leave

- (3.1) An employee may begin her pregnancy leave no later than the earlier of,
- (a) her due date; and
 - (b) the day on which she gives birth.

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

Same, complication, etc.

(6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

End of pregnancy leave

47 (1) An employee's pregnancy leave ends, if she is entitled to parental leave, 17 weeks after the pregnancy leave began;

- (a) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) 12 weeks after the birth, still-birth or miscarriage.

Ending leave early

(2) An employee may end her leave earlier than the day set out in the subsection (1) by giving the employer written notice at least four weeks before the day she wishes to end her leave.

Changing end date

(3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave.

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

(4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental leave

48 (1) An employee who has been employed by the employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

When leave may begin

(2) An employee may begin parental leave no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

Restriction if pregnancy leave taken

(3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Notice

(4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

Notice to change date

- (5) An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If child earlier than expected

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
- (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

End of parental leave

49 (1) An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise.

Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee.

- (b) The first five (5) days of a pregnancy leave shall be taken without loss of pay or benefits for full time employees.
- (c) The Employer shall grant to full time employees five (5) days leave of absence without loss of pay or benefits for the needs directly related to the birth or adoption of their child.
- (d) The Employer undertakes to re-schedule all part time employees so as to permit five (5) consecutive days leave of absence without pay for the needs directly related to the birth or adoption of their child.

Article 25:07 – Leave for Public Duties

25:07 When elected to Federal, Provincial or Municipal office, the Employer may grant leave of absence without pay and without loss of seniority accumulated up to the date the leave begins but with no further accumulation of seniority for one term of office. One further extension of one term may be granted. Requests for such leave shall, in all cases, be by written application and shall be at the discretion of the Board of the Employer. At the expiry of such leave the employee will be offered the first available vacant position for which they are qualified.

Article 25:08 – Union Leave

- 25:08 (a) Leave of absence, with pay, and such pay will be reimbursed by the Local Union to the Employer, may be granted to employees to attend Union conventions, conferences or seminars, provided that:
- (i) such leave will not total more than thirty-five (35) working days per calendar year for the total complement of full time employees;
 - (ii) such leave will not total more than fifteen (15) working days per calendar year for the total complement of part time employees;
 - (iii) no more than four (4) full time employees will be granted leave at any one time,
 - (iv) no more than two (2) part time employees will be granted leave at any one time,
 - (v) such leave does not interfere with the efficient operation of the Employer.

Notice of such leave is to be given to the Executive Director at the first opportunity and, in any case, at least two weeks prior to the commencement of such leave.

- (b) When an employee has been selected, elected or appointed to a position with the Canadian Union of Public Employees, they shall be entitled to apply to the Executive Director for a granted leave of absence without pay and without benefits save as provided in Article 25:01(b), but without loss of seniority, for a period not to exceed two (2) years. If the employee returns to the Bargaining Unit within two (2) years, the employee shall be reinstated to the same position, if it still exists or to a comparable position if it does not, in accordance with their ability and seniority. Such leave will not be unreasonably withheld.
- (c) Paid time off to a maximum of forty-two (42) pooled hours in a calendar year will be provided to Union officials for the purpose of attending to the affairs of the local Union. Such requests will be granted provided such request does not reasonably interfere with the efficient operation of the Employer. For the purposes of this Article, Union officials will be defined as President, Vice-President, Recording Secretary, Secretary-Treasurer, Lead Steward and Steward.
- (d) The President of the Union, may upon two (2) weeks written notice to the Executive Director, request up to ten (10) working days per calendar year of Union leave with pay and with benefits and such pay and benefits will be reimbursed by the Local Union to the Employer. Such request shall be granted provided such request does not unreasonably interfere with the efficient operation of the Employer.

Article 25:09 – Personal Leave

25:09 (a) Other requests for leave of absence, for any reason, will be considered under the general category of Personal Unpaid Leave. Such requests will be received by the Executive Director provided the leave of absence is for good and legitimate reasons and does not interfere with the efficient operations of the Employer. Such leave will not be unreasonably withheld. Except in emergencies, such application must be made in writing given the following notice provisions:

Leave Requested	Notice Required
5 days and less	1 week
3 months or less	2 weeks
Over 3 months	8 weeks

- (b) Seniority shall be retained but shall not accumulate beyond the first six (6) months of such leave. At the expiry of a leave of absence in excess of six (6) months the employee will be offered the first available vacant position in the Employer for which they are qualified.
- (c) The parties agree that the leave granted under this Article satisfy the Employer's obligations under the Employment Standards Act, 2000, Emergency Leave provisions.

Article 26 – Paid Holidays - Full Time

26:01 The following days shall be recognized as paid holidays. If any of these holidays falls on a Saturday or on a Sunday, the Friday preceding or the Monday following shall be deemed to be the paid holiday and shall be observed as a day in lieu thereof. The alternate day (Friday or Monday) will be determined by the Employer and the Union will be advised of this decision.

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

26:02 (a) Notwithstanding the religious holidays provided under Article 26.01 and 27.02, employees may be granted up to three (3) days for creed-related observance as defined under the Human Rights Code. To protect the employee against any loss of pay by reason of such absence, the Employer will permit employees to vary their hours of work over a reasonable period to facilitate the request without the need to use other paid leave entitlements (e.g., vacation, float, family and person needs, etc.). Requests beyond the three (3) days shall be facilitated by use of family and personal needs days, float days, vacation, or unpaid leave. In requesting such leave, employees have an obligation to provide as much notice as possible and it is expected that request(s) will be submitted by the vacation cut-off date, as employee will know far enough in advance when their creed-related observance days are celebrated each year. The employee's request for accommodation should be in writing.

(b) In addition to these days, two additional days to be taken as floating holidays are provided herein. One floating holiday (in lieu of Remembrance Day) may be taken at any time in the calendar year at a time agreed upon by the employee and the respective supervisor. The second floating holiday shall be taken at a time convenient to the employee and the respective supervisor. The employee is eligible for both floating holidays commencing in the year in which the employee completes their probationary period.

(c) The employer will recognize the National Day of Truth and Reconciliation by offering mandatory Indigenous education, no less than three (3) hours in length, to all employees during the workday or upon a workday that the Employer chooses to observe the national day, should the date occur on a weekend.

26:03 An employee required to work on a paid holiday, as set out in Article 26:01, shall be paid at the rate of time and one-half and shall receive another day off with pay, subject to the provisions of Article 26:05.

26:04 An employee shall not be eligible for pay for a paid holiday if the employee does not work their complete regular scheduled working day preceding and/or on their complete regular scheduled working day following the day on which the employee has the paid holiday under Article 26:01 above, unless the employee is otherwise on approved leave of absence with pay, including a sick leave, as authorized by this agreement or the policies of the Employer.

26:05 Should one or more holidays set out in 26:01 above occur during an employee's vacation with pay period, such vacation time shall be extended by the number of days.

26.06 Bargaining unit employees who identify as Indigenous, shall have the day free from their normal work functions with the equivalent of the employee's basic salary rate for one (1) day to participate in National Indigenous Peoples Day for the purposes of reflection, observance and/or participation in distinct Indigenous celebration and/or traditions and activities on June 21st each year. In requesting such leave, employees have an obligation to provide as much notice as possible and it is expected that request(s) will be submitted by the vacation cut-off date, as employees will know far enough in advance when their creed-related observance days are celebrated each year.

Article 27 – Paid Holidays – Part Time

27:01 Employees shall be paid for public holidays as defined by and in accordance with the Employment Standards Act.

27:02 Part time employees shall be entitled to paid holidays on a pro-rated basis, as follows:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Da
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	2 Float Holidays

One floating holiday (in lieu of Remembrance Day) may be taken at any time in the calendar year at a time agreed upon by the employee and the respective supervisor. The second floating holiday shall be taken, at a time convenient to the employee and the respective supervisor. The employee is eligible for both floating holidays commencing in the year in which the employee completes their probationary period.

27:03 Bargaining unit employees who identify as Indigenous and who are regularly scheduled for work on the days listed below, shall have the day free from their normal work functions with the equivalent of the employee's basic salary rate for one (1) day to participate in National Indigenous Peoples Day for the purposes of reflection, observance and/or participation in distinct Indigenous celebration and/or traditions and activities on June 21st each year. In requesting such leave, employees have an obligation to provide as much notice as possible and it is expected that request(s) will be submitted by the vacation cut-off date, as employees will know far enough in advance when their creed-related observance days are celebrated each year.

Article 28 – Vacations with Pay – Full Time

- 28:01 Each employee shall have annual vacations, pro-rated by start date, on the following basis:
- (a) in the first full year of service, the entitlement will be twenty (20) days vacation with pay.
 - (b) in the second full year of service - four weeks' vacation with pay. Effective January 1, 2002, after the completion of seven (7) full years of service, one (1) additional day of vacation for each full year of service in the following years, to a maximum of thirty (30) days of vacation.
- 28:02 Vacation leave shall not be accumulated beyond the calendar year in which the entitlement was earned and shall be taken within the first ten (10) working days of the following calendar year (January). Vacation leave is granted at a time suitable to the Employer and the date on which vacation is to be taken is subject to the agreement of the Executive Director. In extenuating circumstances when vacation must be carried over beyond the first ten (10) working days of the following calendar year, prior approval must be obtained from the Director of the employee's Department.
- If an employee has not used all of their vacation by the end of the calendar year due to being on a leave of absence, the employee shall schedule their remaining vacation within eight (8) weeks of the employee returning to work.
- 28:03 When vacation requests are submitted by the cut-off date and there are conflicting requests for vacation time, length of service will be the deciding factor, subject to the Employer's obligation to maintain service.
- 28:04 An employee whose employment has been terminated will be entitled to vacation pay on a pro-rated basis for service up to the date of termination. In the event that the employee has already been granted vacation pay exceeding that which they have fully accrued, such overpayment will be repaid to the Employer.
- 28:05 Where an employee is requested by the Employer to change their approved vacation due to mandatory attendance at Family Court, Criminal Court, Civil Court or the Child and Family Services Review Board and where the Director of Service has deemed that no reasonable alternative is appropriate, the Employer shall reimburse reasonable vacation expenses, incurred for the employee's vacation, for which receipts are provided.
- 28:06 An employee will not be responsible for any case newly assigned during their absence, until they have returned to active service. Every reasonable effort will be made to ensure a worker has a minimum of eighty-four (84) hours to meet a seven (7) day response time according to ministry standards.

Article 29 – Vacations with Pay - Part Time

29:01 Part time employees shall receive vacation pay in accordance with the following schedule (in this Article, years means calendar years).

1 - 3 years 4%

4 - 5 years 6%

After 5 years 8%

29:02 On termination of employment an employee shall be paid vacation time accumulated to the date of termination.

Article 30 – Sick Leave

30:01 Pay for sick leave benefits will be approved for the sole and exclusive purpose of protecting employees against loss of income during periods of non-occupational illness or injury.

Sick leave will be granted to temporary and probationary employees on the following basis per calendar year:

	Sick Leave Available
Temporary and Probationary Employees	100% of income for 5 days
Temporary Employee more than 12 months but less than 24 months	100% of income for 10 days

Sick leave will be granted to regular part time employees on a pro-rated basis in accordance with their regular hours of work and regular full time employees on the following basis per calendar year:

Length of Service	Sick Days at 100% of Income	Sick Days at 66 2/3% of Income
Upon completion of probation but less than 1 year	10 days	55 days
1 year but less than 3 years	20 days	45 days
3 years but less than 5 years	30 days	35 days
5 years but less than 7 years	40 days	25 days
7 years but less than 9 years	50 days	15 days
9 years but less than 10 years	60 days	5 days
10 years and over	65 days	-

Employees must be actively working at the start of the calendar year, for sick leave benefits to be credited. Where an absence extends from one calendar year to the next, sick leave benefits shall be restored after an employee has returned to regular hours and active work for a period of ten (10) working days.

30:02 An employee who is unable to report to work because of illness shall notify their immediate supervisor as early as possible but in no case later than the start of their scheduled shift. The employee may notify their supervisor using text messaging, provided they receive confirmation that their text message was received. If no confirmation is received the employee must speak to someone in the Human Resources Department within the first fifteen (15) minutes of their scheduled shift.

- 30:03 For all absences under 30:01 the parties agree to the following:
- (a) The employee shall advise the Employer of any absence where the duration is expected to exceed five (5) days. Upon notification, the Employer shall provide a Functional Abilities Form (FAF) which must be completed by the employee's treating physician within five (5) working days of its receipt to facilitate the employee's return to work or modified work.
 - (b) Proof of fitness to return to work to perform the normal requirements of the job or modified duties.
 - (c) It is the responsibility of the employee to ensure that the employer receives the certificate within the required timeframe.
 - (d) The employee shall provide proof of illness, by medical certificate, to the Employer upon three (3) consecutive scheduled days of absence unless they are the first three (3) sick days taken within the calendar year. Certificates must include the anticipated date of return to work.
- 30:04 The Employer will reimburse the employee for the cost of all medical certificates it requires.
- 30:05 An employee on sick leave prior to scheduled vacation time, where the illness extends into such vacation time, shall be considered to be on sick leave until returning to work. Upon returning to work, vacation time shall be re-scheduled by mutual agreement between the employee and their immediate supervisor. Where an employee has reached their maximum accrual under the provisions of Article 28:02, vacation time must be scheduled and commenced within eight (8) weeks of the employee's return to work.
- 30:06 An employee will not be entitled to sick leave benefits during a layoff or leave of absence without pay.
- 30:07 **Workplace Safety and Insurance Act (WSIA)**
- (a) The Employer agrees to arrange for coverage of all employees under the Workplace Safety and Insurance Act (WSIA).
 - (b) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the 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 31 – Employee Benefits

- 31:01 The Employer agrees to provide, during the term of this agreement, professional liability insurance coverage at no cost to the employee.
- 31:02 Subject to Article 31:03, the Employer shall provide the following benefits for regular full time employees. Enrolment and participation of the employee and the benefits to the employee shall be in accordance with the regulations and master policies of the respective plans:
- (a) Life Insurance to the extent of two times annual basic salary, to a maximum of \$150,000.
 - (b) Accidental Death and Dismemberment Insurance, to the extent of two times annual basic salary, to a maximum of \$150,000.
 - (c) Semi-private Hospitalization Insurance.
 - (d) Supplementary Health Insurance, including prescribed drugs, to include Vision Care Benefit. Mandatory generic substitution with 100% coverage for generic drugs and 75% coverage for brand name drugs. Where medically necessary, employees would be provided with 100% coverage of brand name drugs upon receipt of approval from the insurer after the employee submits the Health Canada Vigilance Adverse Reaction Reporting form to the insurer.
 - (e) Long Term Disability Insurance.
 - (f) Dental Care Plan, to provide general care and maintenance of natural teeth and dentures, endodontic, periodontic and surgical coverage and major restorative work, according to the provisions of the plan. Dental recall frequency shall be 9 months per year for adults.
 - (g) Private duty nursing at home when medically necessary, will be a maximum of \$25,000 per insured per three (3) calendar years.
 - (h) Psychologist paramedical grouping to include Social Worker, MSW, and Psychotherapist; the combined maximum still applies, practitioners added as options - \$700 per calendar year for all practitioners in this grouping combined, effective date of ratification.
- 31:03
- (a) The Employer shall pay 100% of the premiums for the benefits in 31:02 (a), (b), (c), and (d) above.
 - (b) The employee shall pay the premium for the benefit in 31:02 (e) above.
 - (c) The Employer will pay 75% of the premium in 31:02(f) above in accordance with a one year lag in current ODA rates in each of the respective years covered by the term of this agreement.
 - (d) The Employer will pay the premium to upgrade the Vision Care coverage to \$450 every twenty-four (24) consecutive months.
 - (e) \$100.00 per insured in any twenty-four (24) consecutive months for eye examinations not covered under the provincial health care plan.
 - (f) A dispensing fee cap of \$12.00 per prescription will apply. Any amount of the dispensing cap fee in excess of the \$12.00 will be paid for by the employee.

- (g) The Out of Country emergency travel benefit shall be limited to a maximum of 30 days per trip.
- (h) Benefit coverage will cease for employees absent from the workplace due to any leave provided under the terms of this collective on the following basis:
 - i) For leaves under Article 25:05, 25:07, and 25:09, benefit coverage will cease upon the employee's last scheduled day of work.
 - ii) For leaves under Article 25:08 (b), benefit coverage will cease upon the completion of the two-year leave period where a reciprocal payment chargeback agreement is in place with CUPE for the period of leave.
 - iii) For employees absent due to a work secondment where a reciprocal payment chargeback agreement is in place (i.e. MCYS or OACAS) benefits shall continue coverage as long as the agreement remains in effect.

31:04 The Employer agrees to allow part time employees access to its group benefits where the plan permits and where the employee pays the entire premium.

Notwithstanding, the premiums for coverage identified in Article 30:07(a) will be paid by the Employer on behalf of all part time employees.

31:05 Each employee's participation shall be in accordance with their respective eligibility as a single subscriber or family subscriber as the case may be. The employee shall keep the Employer informed of any change in eligibility and, if the employee does not keep the Employer informed, the employee shall be responsible for the difference in the cost of premium between single and family subscriber.

31:06 If the Employer qualifies its sick leave plan for wage loss replacement and reduced employment insurance premiums, the employee's share of the reduced premiums shall be retained by the Employer in consideration of the benefit premiums paid by the Employer on behalf of the employee. In the event of a modification of any of the Plans by legislation of either the Provincial Legislature or the Federal Parliament, resulting in a reduction or adjustment in premiums, the reduction shall be applied to the Employer's cost.

31:07 Once per year, at the request of the Union, the Employer and the Union shall jointly review the costs of the benefits for the members of the bargaining unit.

31:08 A summary of the employee benefits will be posted on the Employer's Intranet site.

31:09 The Employer agrees to provide an Employee Assistance Program (EAP) during the term of this agreement, which is comparable to the program in effect on the date of Ratification.

Should the Employer change the service provider of the EAP, the Union shall be advised prior to the change taking place.

31:10

Wellness Strategy

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

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

Regular, full time employees will be eligible for the following Health Spending Account, pro-rated to their start date:

April 1, 2025 – \$1325

April 1, 2026 – \$1325

April 1, 2027 – \$1350

Regular, part time employees will be eligible for a Health Spending Account not to exceed the figures listed below, pro-rated by start date:

April 1, 2025 – \$1075

April 1, 2026 – \$1075

April 1, 2027 – \$1100

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

- (a) have a one year roll-over consistent with CRA rules may be accumulated in a health spending account
- (b) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules.
- (c) be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans.
- (d) be subject to CRA rules and requirements, including its definitions regarding eligible expenses.

Article 32 – Employee Legal Representation

32:01 The Employer agrees to bear the legal fees and disbursements of an employee or former employee necessary in defense of a charge for any alleged offence (except charges levied under the *Highway Traffic Act*), to a maximum of one hundred thousand dollars (\$100,000), provided that the proceedings against the employee or former employee arise out of the performance of their duties as an employee and provided further that this Article will not apply to any claim for legal fees or disbursements when the employee so accused is convicted.

32:02 The Employer shall further provide legal counsel and protection to employees and former employees with respect to any civil proceeding or is subject to a hearing before any administrative tribunal or disciplinary body alleging improper conduct in respect of the employee's acts or omissions while acting for the Employer arising as a result of, or during the performance of assigned duties.

In the Instance of a formal inquiry or inquest launched by the Office of the Coroner, any employee or former employee who is summonsed to give evidence shall be afforded representation by the Employer's attending legal counsel.

32:03 The Employer agrees that in situations where criminal charges have been laid against an employee and, on review, the employee has carried out the employer's mandate and/or service in good faith, and provided that the employee has not committed a culpable breach of dereliction of said duties and/or responsibilities, the Employer may place the employee as follows:

- On a leave of absence with full pay and benefits. Seniority shall continue to accrue during any such leave; or
- In another position, in consultation with the Union, which does not displace another employee and without change in pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

32:04 In the event this Article is triggered for any reason, the President of the local Union or their Designate shall be notified immediately and the employee will be informed of their right to Union representation. The employee has the right of Union representation at any discussion and/or meeting on any related matters including meetings with the Employer and/or any outside authority or agency.

32:05 In a situation where a worker is threatened, stalked or assaulted in the course of their duties, if they exercise their right to lay charges after consultation with the Employer and at the discretion of the Executive Director they shall be granted a leave of absence without loss of regular pay for any related meetings and /or court hearings. The Employer recognizes that employees shall be prepared to acknowledge clients' concerns and responses and to take proactive steps accordingly to engage clients. Violence, personal intimidation or threats of violence will not be tolerated. Acts of violence and/or aggression towards employees by a client or any member of the public are unacceptable and will result in corrective actions to protect employees and may include, but not limited to, changes in service provision and the consideration of criminal charges. Any time spent in criminal court as a result of workplace violence and/or aggression will be considered time worked.

32:06 There shall be no loss of wages, seniority or benefits as a result of required preparation or in connection with matters within the scope of this article to a maximum of five (5) working days.

Article 33 – Mileage Allowance

33:01 Effective upon date of ratification, each employee required by the Employer to provide and use their own private automobile for Employer business shall be paid for that use on the basis of kilometres traveled for business proposes at the rate of fifty-seven (57) cents per kilometre.

Effective April 1st, 2026, each employee required by the Employer to provide and use their own private automobile for Employer business shall be paid for that use on the basis of kilometres traveled for business proposes at the rate of fifty-eight (58) cents per kilometre.

Effective April 1st, 2027, each employee required by the Employer to provide and use their own private automobile for Employer business shall be paid for that use on the basis of kilometres traveled for business proposes at the rate of fifty-nine (59) cents per kilometre.

33:02 Employees of the Employer deemed necessary to use their private vehicle for the performance of work duties are required to carry a minimum of two million dollars (\$2,000,000) public liability, property damage, third party liability and passenger hazard, collision, comprehensive insurance and the coverage recommended by the employee's insurance carrier. Employees required to use their private vehicles for Employer business will disclose the work-related usage to their personal insurance carrier. The Employer will reimburse the employee, the actual cost of amending their coverage to a maximum of one hundred and fifty dollars (\$150) annually, to meet the Employer's requirements upon submission of satisfactory proof of coverage and expense. Payment will be approved by the Director of Human Resources.

33:03 Employees required to carry infants and toddlers must provide a bolt for attachment of the Employer's infant and toddler seats. The Employer shall reimburse the employee for the cost of seat bolt installation upon presentation of the completed work order and bill to a maximum of forty dollars (\$40). As an alternative, the Employer will arrange and pay the actual cost for installation of the bolt, provided that the employee has the work done at the Employer's choice of location.

33:04 The Employer will consider reimbursement for 407 ETR "trip charges" on a case-by-case basis provided that the following conditions are met:

- (i) extenuating circumstances exist that justify the use; and
- (ii) the employee receives authorization from their supervisor prior to taking the 407; or
- (iii) time constraints are such that it does not allow for supervisor approval; and
- (iv) an official invoice is submitted for reimbursement.

Reimbursement will be at the sole discretion of the Employer and does not include "video toll charges" and transponder fees.

Convenience or time savings are not considered "extenuating circumstances" relative to (i) above.

Article 34 – Salaries and Classifications

34:01 (a) Annual salaries and classifications are set out in Schedule I which forms part of this Collective Agreement. Salaries shall be paid bi-weekly. These wage rates were imposed on the Union because of the wage restraint legislation and but for that legislation the Union would not have agreed to such rates.

April 1, 2025- 4%

April 1, 2026- 2%

April 1, 2027- 3%

In the event that, as a result of CUPE's ongoing lawsuit against the government of Ontario, the government provides new funding to the Employer during the term of the 2025-2028 collective agreement and requires that the Employer direct the funds to the enhancement of bargaining unit wages due to the impact of Bill 124, the parties will meet to discuss disbursement of the funds.

Unauthorized Workers will move to Step 1 from the day they become Authorized or one year from their start date, whatever date comes first.

****All wage increases apply to After Hours.**

(b) Salary Bands and Classifications are in accordance with the Employer's Pay Equity Agreement.

34:02 Both the Employer and the Union acknowledge that Job Evaluation Committee meetings are a joint responsibility within the workplace.

(a) The parties shall establish a Job Evaluation Committee not to exceed six (6) members, with three (3) members from each. This committee shall meet upon request by either party.

(b) Meetings will be held during Employees' usual hours of work; they will suffer no loss of salary for attending such meetings.

(c) The Employer will provide for the recording of minutes of the meetings and shall circulate them to all Committee members. Approval of the minutes of the previous meeting shall be the first item of each Job Evaluation Committee agenda.

(d) Job Evaluation Committee meetings will not be held unless there is a quorum of two (2) Union representatives and two (2) Employer representatives.

The Employer shall set the salary scale for any new classification that is established. Once the new position is posted, the Employer shall begin consultation with the Job Evaluation Committee.

Article 35 – Staffing Qualifications

35:01 Should job qualifications be changed by the Employer, bargaining unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.

(a) Should job qualifications be changed as a result of legislation or government directives, the Employer shall work with MCYS and the Union to develop a plan to mitigate any negative impact for staff.

Article 36 – Communication

36:01 The Employer shall provide, as a requirement of the position, each employee so required, with a personal communications device for use during their work hours. The costs of the basic device and related service plan will be paid by the Employer and used in accordance with the Information Services and Technology policies and procedures.

Article 37 – Professional Fees and Affiliation

37:01 There will be no requirement for any bargaining unit member to become a member of a College unless required by law.

37:02 Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in hiring/firing or being a successful applicant for a position or promotion for all employees in the employ of the Employer prior to the date of ratification unless legislation or regulation precludes the Employer from providing such protection. Effective the date of ratification, new hires in accordance with position requirements, must be eligible for membership in the Ontario College of Social Workers and Social Service Workers.

37:03 If required by law, where the Employer makes a report to the College related to an employee, a copy of the report shall be immediately forwarded to the employee and the Union.

Article 38 – Restructuring, Mergers, or Amalgamation

38:01 An employee who is subject to permanent layoff as a result of a merger or amalgamation, shall have the following entitlements:

(a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or

(b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

Article 39 – Term

39:01 The term of this Collective Agreement shall be from April 1, 2025 to March 31, 2028.

The parties hereby agree to the terms and conditions signed on July 30, 2025 and ratified by the Employer and Union on August 11, 2025 and August 15, 2025 respectively. Dated at Burlington this 11th day of November, 2025.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

11/11/25
Esther Seigler

For the:
Canadian Union of Public Employees,
Local 2501

Shannon [unclear]
[unclear]
[unclear]

Jeal Bunnell

[unclear]

[unclear]

Alma R

SCHEDULE 1(a)

ANNUAL SALARIES EFFECTIVE APRIL 1, 2025

FULL TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	44,379.93	46,158.64	47,929.85	49,706.42		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	51,579.42	53,355.99	55,129.35	56,905.92		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	55,031.84	56,806.27	58,581.76	60,358.33		
BAND 4 Legal Assistant Disclosure Assistant	56,874.84	58,695.34	60,571.57	62,509.93		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	62,131.68	63,907.18	65,680.53	67,459.25		
BAND 6 Education Liaison Child Protection Worker	70,433.77	74,274.06	78,326.53	82,601.86	87,111.87	91,871.53
UNAUTHORIZED WORKERS	63,390.71					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

SCHEDULE 1(b)

HOURLY RATES EFFECTIVE APRIL 1, 2025

PART TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	24.38	25.36	26.34	27.31		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	28.34	29.32	30.29	31.27		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	30.24	31.21	32.19	33.16		
BAND 4 Legal Assistant Disclosure Assistant	31.25	32.25	33.28	34.35		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	34.14	35.11	36.09	37.07		
BAND 6 Education Liaison Child Protection Worker	38.70	40.81	43.04	45.39	47.86	50.48
UNAUTHORIZED WORKERS	34.83					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

SCHEDULE 2(a)

ANNUAL SALARIES EFFECTIVE APRIL 1, 2026

FULL TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	45,267.53	47,081.81	48,888.45	50,700.55		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	52,611.01	54,423.11	56,231.94	58,044.04		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	56,132.48	57,942.40	59,753.40	61,565.50		
BAND 4 Legal Assistant Disclosure Assistant	58,012.34	59,869.25	61,783.00	63,760.13		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	63,374.31	65,185.32	66,994.14	68,808.44		
BAND 6 Education Liaison Child Protection Worker	71,842.45	75,759.54	79,893.06	84,253.90	88,854.11	93,708.96
UNAUTHORIZED WORKERS	64,658.52					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

SCHEDULE 2(b)

HOURLY RATES EFFECTIVE APRIL 1, 2026

PART TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	24.87	25.87	26.86	27.86		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	28.91	29.90	30.90	31.89		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	30.84	31.84	32.83	33.83		
BAND 4 Legal Assistant Disclosure Assistant	31.87	32.90	33.95	35.03		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	34.82	35.82	36.81	37.81		
BAND 6 Education Liaison Child Protection Worker	39.47	41.63	43.90	46.29	48.82	51.49
UNAUTHORIZED WORKERS	35.53					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

SCHEDULE 3(a)

ANNUAL SALARIES EFFECTIVE APRIL 1, 2027

FULL TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	46,625.56	48,494.26	50,355.10	52,221.57		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	54,189.34	56,055.80	57,918.90	59,785.36		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	57,816.45	59,680.67	61,546.00	63,412.47		
BAND 4 Legal Assistant Disclosure Assistant	59,752.71	61,665.33	63,636.49	65,672.93		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	65,275.54	67,140.88	69,003.96	70,872.69		
BAND 6 Education Liaison Child Protection Worker	73,997.72	78,032.33	82,289.85	86,781.52	91,519.73	96,520.23
UNAUTHORIZED WORKERS	66,598.28					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

SCHEDULE 3(b)

HOURLY RATES EFFECTIVE APRIL 1, 2027

PART TIME EMPLOYEES:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
BAND 1 Office Clerk	25.62	26.65	27.67	28.69		
BAND 2 Youth in Care Leader Receptionist/Switchboard Operator	29.77	30.80	31.82	32.85		
BAND 3 Accounting Clerk Team Assistant Educational Assistant	31.77	32.79	33.82	34.84		
BAND 4 Legal Assistant Disclosure Assistant	32.83	33.88	34.97	36.08		
BAND 5 Family Support Worker Law Clerk Our Kids Coordinator, Our Kids Network Transitional Youth Worker, Bridging the Gap Connecting Youth to the Community Worker	35.87	36.89	37.91	38.94		
BAND 6 Education Liaison Child Protection Worker	40.66	42.87	45.21	47.68	50.29	53.03
UNAUTHORIZED WORKERS	36.59					

This settlement reflects the Employer's obligation to maintain the Pay Equity levels.

Letter of Understanding #1/06

Between:

THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer").

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union").

This letter of understanding assumes that unless specifically noted in this agreement all provisions of the Collective Agreement remain in full force and effect.

This is to confirm our understanding that staff employed within Band 5 of the current Collective Agreement, as Family Support worker(s) will be required to schedule hours of works and vacation in accordance with the requirements of the program. This may include regular evening and weekend work.

This letter of understanding will remain in effect until the current Collective Agreement is renewed.

These decisions are without prejudice and precedent.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

Charles

Peter Sugler

Marcus Mitchell

William Mitchell

Joel Burt

John

ATLAS

Anna R

For the:
Canadian Union of Public Employees,
Local 2501

Shane Duff

Frank Burt

Bob

**Letter of Understanding #2/08
Between:**

**THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union")**

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement expiring March 31, 2028 concerning Workload Management.

Joint Workload Committee

The Employer and the Union agree that a committee will be established within three (3) months of the ratification date of the renewal of the Collective Agreement. The committee will include at least one (1) bargaining unit member from each non-case carrying position and one (1) Union representative. The employer will send out an email requesting an expression of interest to participate on the committee no later than eight (8) weeks after the date of ratification of this Collective Agreement.

The committee will meet to:

1. Review the workload demands and areas of pressure for all non-case carrying bargaining unit positions.
2. Review Transitional Youth Workers and Family Support Worker positions to assess for workload demands in a case carrying capacity.
3. Evaluate the efficacy of the workload assessment process and tool(s) currently in place and propose any changes necessary to update these two areas. Any changes to the Workload Letter of Understanding will be ratified by the bargaining unit membership and the Board of Directors.

The Employer and the Union continue to recognize that workload can fluctuate and should therefore be reviewed on a bi-monthly basis, with the goal of fair, reasonable and equitable distribution of workload as outlined below. The goal will be for the Employer and the Union to establish the agenda and terms of reference for the committee with the vision of this being a time limited strategy to address workload and re-convene as required.

Workload

Management Responsibilities

The Employer recognizes its' responsibility to provide services through employees in accordance with legislation and to conform to current Ministry standards.

The Employer and the Union recognize that workload can fluctuate and should therefore be reviewed every six (6) weeks during formal supervision meetings for all employees, not only

case-carrying employees, with the goal of fair, reasonable and equitable distribution of workload as outlined below.

It is the goal of the Employer to achieve the following caseload ranges:

Position	Workload Ranges	Trigger over three (3) month period
Community Based Investigation	9-13	11
Community Based Generic and Ongoing	17-20	19
Child and Youth Permanency Worker	17-20	19
Resource Worker	32-42	40
Adoption	25-31	29
Kinship	18-21	19

Note: The above caseloads do not include cases slated for closing or transfer beyond thirty (30) days. Upon supervisory approval, every reasonable effort will be made within two (2) weeks of the file closing or transfer to ensure that workers have protected recording time to facilitate the closure or transfer of files.

The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These may include, but will not be limited to:

- (a) Supervision
- (b) Labour Management Meetings
- (c) Discussions of workload issues will be a standing agenda item on each Union/Labour Management meeting. The following information will be reviewed: leave of absence rates, employee exits, recruitment efforts in progress, employee's reaching the workload trigger and formal workload reviews requested.
- (d) Discussions of workload issues will be a standing item on team meetings.
- (e) Formal workload review when the employee has reached the triggers over a three (3) month period. The employee has the right to have a Union Representative with them.

Workload Assessment Process

Part A

Supervisor Initiated Workload Review

The employee's Supervisor on an individual and team basis will review issues relating to the fair distribution and volume of workload. The Supervisor will monitor workload assignments and volume and address any real or potential issues at the regularly scheduled individual supervision and/or team meetings. The employee will attend supervision and is encouraged to have completed their portion of the Workload Assessment Form. Where a form is provided, the parties will engage in a discussion and the Supervisor will complete the form.

The Employer undertakes to utilize a variety of factors in an ongoing effort to effectively manage workload demands. These factors may include but are not limited to the following:

- Number of cases before the court
- Number of supervised access visits
- Complexity of cases such as high risk, and or high profile
- Amount of required driving time
- Worker's attendance at training
- Mentoring new staff
- Team coverage
- Coverage of leaves of absence, including vacation and prolonged illnesses
- Committee work
- Impact of technology
- Administrative duties

Other employment related duties or assignments

- (a) Ensure regular ongoing supervision and feedback, as per Ministry standards.
- (b) Afford employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work, as determined by their Supervisor.
- (c) The Employer will fill vacancies of planned leaves, retirements, and resignations to the best of their ability subject to funding and volume. The Employer is committed to continuing to assess the need for backfilling positions when there are increased service demands or multiple unplanned leaves
- (d) The Supervisor shall notify the Director of Human Resources of any request for a Worker Initiated Workload Review. The worker shall notify the Local President of the Union of any such request. Upon notification, the Director of Human Resources and the Local Union President shall place this request on the agenda for the next Labor Management meeting to ensure that the Workload Review Process is being followed as outlined in the Letter of Understanding.
- (e) The Employer agrees that staff requested formal workload assessments/reviews of bargaining unit employees will not be used for discipline and/or in a performance evaluation as a result of initiating the process.

Part B

In the event that an employee has reached the trigger over a three (3) month period and identifies that a formal workload review is necessary they may initiate the process. For non-case carrying employees, they may initiate the process based on the factors listed in Part A. A meeting between the Supervisor and employee will be held within five (5) working days from the date that the workload review is initiated, or such period of time that the employee and Supervisor agree. The purpose of the meeting is to develop a plan to address and resolve workload issues. The employee has the right to Union representation at the meeting. The Supervisor will document the plan to address the workload issues within five (5) working days of the meeting. Remedies may include but are not limited to the following:

- Redirecting cases.
- Scheduled recording time.
- Deploying additional staff on a contract basis.
- Additional training to support skill development.
- Development of a workload management plan.
- Other remedies as may be appropriate.

Part C

If the issue is not resolved in Part B, the Supervisor will refer the matter to the appropriate Director of Service, who will determine a resolution and provide a written response to both the Supervisor and employee within ten (10) working days.

If the issue is not resolved, the Director will refer the matter to the Executive Director who will provide a written response to all parties within ten (10) working days.

Case Documentation

The Employer will provide scheduled time for employees to complete case documentation and/or work, as it is the responsibility of each employee to ensure their recordings are up to date. Scheduled time for recording shall be subject to supervisory approval and service needs.

The Employer agrees that employees in consultation with Supervisors can determine how to most effectively manage coverage for one another when employees use an approved scheduled recording workday. Should these workdays be cancelled alternate days will be scheduled.

Scheduling of Vacations & Court Appearances

In preparation for a scheduled vacation, the employee will discuss with the Supervisor a mutually agreed upon length of scheduled time necessary for the worker to ensure that their recordings, case notes and case load coverage notes are on file and up to date.

Every attempt will be made to accommodate an employee's approved scheduled vacation. In order to minimize the risk of employee's having their approved vacations interrupted; the employee shall inform the lawyer(s) representing the Employer of their scheduled vacations.

Workload Ranges

Under normal circumstances, Child Protection Workers carrying less than the minimum may be assigned more cases and those at or exceeding the maximum, may have case assignments temporarily suspended until their workload falls below the maximum. In the case of new employees or other placed on reduced duties for health or other appropriate reasons, a reduction in the range minimum may be established by the employee's Supervisor, subject to the approval of a Director of Service. Workers carrying mixed caseload will have those caseloads measured and assessed on a prorated basis in each service area represented on their caseload

It is agreed and understood that this Letter of Understanding for Workload Management, does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

Gander
Eric Siegel
Mr. [unclear]
[unclear]
Jeel Buntet
[unclear]
[unclear]
Alice R

For the:
Canadian Union of Public Employees,
Local 2501

Shannon [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

Letter of Understanding #3/06

Between:

**THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer").**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union").**

After Hours – Definitions

1. Scheduled On-Call

Scheduled on-call refers to those After Hours employees who are scheduled for After Hours shifts at least twelve (12) hours in advance of the shift.

The *On-Call & Call Answer Shift Rate* is a flat rate and/or a pro-rated hourly rate paid to an After Hours Worker or an employee assigned to After Hours. The rate shall be payable for all activities as directed by an After Hours Supervisor that is performed at the worker's home and includes but is not limited to: receiving text messages, receiving telephone calls, making telephone calls, inputting contact logs, time sheet recording and completion of the After Hours shift summary.

In addition, the "Out the Door Rate" will be paid, if applicable, in accordance with the definition below.

2. Back Up On-Call

Back-up on-call refers to those After Hours employees who are called by the employer for After Hours shifts with notice of less than twelve (12) hours in advance of the shift.

The *Back Up On-Call Shift Rate* is a flat rate paid to an After Hours Worker or an employee assigned to After Hours in situations where there is a high volume of calls and where the After Hours Supervisor determines that additional staff are required to meet service demands. The rate shall be payable for all activities as directed by an After Hours Supervisor that is performed at the worker's home and includes but is not limited to: receiving pages text messages, receiving telephone calls, making telephone calls, inputting contact logs, time sheet recording and completion of the After Hours shift summary.

This rate does not apply when replacing an After Hours employee who is unexpectedly absent for their shift due to illness or other reason. In these situations, the Scheduled On-Call & Call Answer shift rate shall apply.

3. Office Closure On-Call

Office closure on-call refers to those occasions where the Employer’s office is closed during the usual office hours. Example of such closures would be for staff events, inclement weather, electrical outages, or other extraordinary events as deemed by the Executive Director in accordance with Human Resources policies and procedures.

4. Out the Door Hourly Rate

The *Out the Door Hourly Rate* is paid to an After Hours Worker or an employee assigned to After Hours. The *Out the Door Hourly Rate* applies to time spent actively working on child protection matters outside of the worker’s home as directed by an After Hours Supervisor in face-to-face client and collateral activity. Payment for the *Out the Door Hourly Rate* will include travel time and time worked to complete required recordings related to the out the door call. It is inclusive of time spent at After Hours team meetings, supervision meetings, mandatory training, affidavit writing and court attendance, provided that the employee is not concurrently employed.

5. Scheduled Shift Assignments

The following shift assignments will be used in determining all flat and hourly rates:

- (a) SHIFT 1 - Weekday - Monday 4:30 pm to Friday 9:00 am (16.5 hour shift)
- (b) SHIFT 2 - Friday 4:30 pm to Saturday 9:00 am (16.5 hour shift)
- (c) SHIFT 3 - Saturday 9:00 am to Sunday 9:00 am (24 hour shift)
- (d) SHIFT 4 - Sunday 9:00 am to Monday 9:00 am (24 hour shift)
- (e) SHIFT 5 - Holiday (24 hours)

It is expressly understood that the hours of on-call and shifts noted above shall not be construed as a guarantee as to the hours of on-call per day, or as to the hours of on-call per week. The Employer has the right to split any of the preceding periods for operational or staffing reasons.

6. Rates of Pay

A. Scheduled On-Call

SCHEDULE A	Date of Ratification	April 1, 2026	April 1, 2027
SHIFT 1	\$257.40	\$262.55	\$270.42
SHIFT 2	\$257.40	\$262.55	\$270.42
SHIFT 3	\$374.40	\$381.89	\$393.34
SHIFT 4	\$374.40	\$381.89	\$393.34
SHIFT 5	\$468.00	\$477.36	\$491.68

If a scheduled shift is less than either 16.5 hours or 24 hours as identified in (a) to (e) above, then the rates of pay will be prorated by the hours actually scheduled during the shift periods identified above.

B. Back Up On-Call

SCHEDULE B	Date of Ratification	April 1, 2026	April 1, 2027
7 hour shift	\$109.20	\$111.38	\$114.73
6 hour shift	\$93.60	\$95.47	\$98.34
5 hour shift	\$78.00	\$79.56	\$81.95
4 hours of less	\$62.40	\$63.65	\$65.56

In addition, the "Out the Door Rate" will be paid if applicable.

C. Office Closure On-Call

Employees Concurrently Employed by the Employer:

Employees who are concurrently employed by the Employer during usual office hours shall receive their regular wages for the day and shall participate in their regular daytime business activities for any periods when they are not actively completing After Hours duties.

In addition, employees will also be paid at the rate of BAND 6, STEP 1 for the seven (7) hour Office Closure On-Call shift; this rate shall be inclusive of all After Hour activities completed during the shift.

After Hours Employees Only:

Employees who only hold the position of After Hours Worker with the Employer shall be paid both the *Office Closure On-Call* and *Active Duty Shift* rates as outlined below.

After Hours Employees Only	Office Closure Total Compensation		
	Date of Ratification	April 1, 2026	April 1, 2027
Office Closure On-Call	\$109.20	\$111.38	\$114.73
Active Duty Shift	BAND 6, STEP 1 for seven (7) hours		

D. Out the Door Rate

All hours will be paid at the rate of BAND 6, STEP 1

Paid holidays as per Article 26:01 will be paid at the rate of time and one-half.

7. Application of other Articles

The provisions of the Collective Agreement apply to After Hours Workers, except as modified and set out below:

Article 18:01 – Seniority

- 18:01 (a) An After Hours worker who is concurrently employed by the Employer in another bargaining unit classification shall not accrue seniority under Article 18 for any hours On-Call or actively working in the capacity of an After Hours Worker.
- (b) An After Hours Worker employed in that capacity only, shall accrue seniority calculated on the basis that each two years of part-time service shall be the equivalent of one year of seniority.

Article 20 – Job Posting

This Article does not apply to the After Hours Workers.

Article 22 - Hours of Work

Except as noted below, this Article does not apply to After Hours Workers.

The Employer will accept an employee's request to be excused from an After Hours assignment for personal reasons. When no other employee who normally performs the work is available, the Employer may refuse the employee's request.

Article 23 - Overtime

This Article does not apply to the After Hours Workers.

Article 25:02 - Bereavement leave

This Article does not apply to the After Hours Workers.

Article 25:03 - Court leave

This Article does not apply to the After Hours Workers.

Article 25:04 - Family & Personal Needs Days

This Article does not apply to the After Hours Workers.

Article 26 - Paid Holidays Full Time

This Article does not apply to the After Hours Workers.

Article 27- Paid Holidays, Part-Time

This Article does not apply to the After Hours Workers.

Article 28 - Vacations with Pay, Full-Time

This Article does not apply to the After Hours Workers.

Article 29 - Vacations with Pay, Part-time

Except as noted below, this Article does not apply to After Hours Workers.

- (i) After Hours workers will be paid vacation pay in accordance with the following based upon their total annual After Hours earnings.

Schedule:

1 - 3 years	4%
4 - 5 years	6%
After 5 years	8%

- (ii) On termination of employment an After Hours Worker shall be paid vacation time accumulated to the date of termination.

Article 30 - Sick Leave

This Article does not apply to the After Hours Workers.

Article 31:10 – Wellness Strategy

This Article does not apply to the After Hours Workers who are concurrently employed by the Employer.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

Handwritten signature
Esther Sigler
Michelle "N. Lero"
Unreadable signature
Joel B...
Unreadable signature
Unreadable signature
Unreadable signature

For the:
Canadian Union of Public Employees,
Local 2501

Unreadable signature
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LETTER OF UNDERSTANDING #4/11

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union")

Provincial Discussion Table and Sub-Committees

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

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

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

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

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[Handwritten signature]

For the:
Canadian Union of Public Employees,
Local 2501

[Handwritten signature]

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LETTER OF UNDERSTANDING #5/11
BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union")

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

HRAPs are intended to minimize adverse impacts during those integrations.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

Handwritten signature

Ester Sigler

Marianne McNeil

Kevin [unclear]

Julie Budd

[unclear]

[unclear]

[unclear]

For the:
Canadian Union of Public Employees,
Local 2501

Handwritten signature

[unclear]

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LETTER OF UNDERSTANDING #6/11

BETWEEN:

**THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union")**

Youth in Care Leader Apprenticeship Program

The parties agree and support the importance and value of the Youth in Care Leader position;
and

The parties recognize the unique role this position plays within the Employer and the
importance of age-specific incumbency; and

The parties also recognize that the time limited nature of this position, as a result of the age-
specific incumbency, is not addressed and falls outside of the definitions outlined in Article
2:02; and

Based upon the longstanding practice of the Agency, the parties agree that the appropriate
duration for this Apprenticeship position is a term of four (4) years; and

Given its unique duration and employment status, the parties agree to the following:

- a) The Health Spending Account will be provided for this position, like that which applies
to regular part time employees under Article 31:10; and
- b) Seniority will accrue for this position, like that which applies to regular part time
employees under Article 18:01 (b); and
- c) Notwithstanding b) above, seniority will apply exclusively to Article 20 and have no
application to Article 22; and
- d) If the incumbent has not secured a regular position within the Agency prior to the
completion of their Apprenticeship, their employment relationship will cease and the
Youth In Care Leader will be provided with severance of two (2) weeks' pay for each
completed year of service.

The following shall confirm the parties further understanding as requisite requirements for the
Apprenticeship:

- Applicants must have personal knowledge/experience with the child welfare system,
demonstrate a commitment to working with youth, and promote a belief that they can
influence positive change in the child welfare system.

- Regular hours of work will be defined as up to a 0.8 FTE (1400 hours per calendar year), with the understanding that service demands fluctuate throughout the year. Therefore, this position may be required to work fewer hours during slow periods and more hours during peak times.
- The fluctuation in hours of work shall not give rise to the assertion that reduced hours constitute a layoff or increased hours constitute full time employment.
- The term of this position shall be 4 years in length. The term may be subject to renewal at the discretion of the Employer.

This letter of understanding shall not be the subject matter of a local Collective Agreement grievance or arbitration.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

Andrews
Peter Sigler
Michele McEwen
Christine Reid
Joel B...
Andrew
Andrew
Andrew

For the:
Canadian Union of Public Employees,
Local 2501

Sharon...
Linda...
Blair
...
...

LETTER OF UNDERSTANDING #7/15

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2501
(Herein called the "Union")

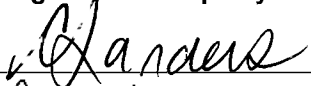
Both parties recognize the advantages of advancing and changing technology and will encourage and promote such change. To achieve this the Employer agrees to meet with the Labour Management Committee members of the Union, one of whom shall be the president or designate for the purposes of discussing the introduction of new and/or changing technology which may have an effect on bargaining unit employees. At such meeting, the Employer will provide the Union with all available information regarding the changes and/or new technology and the date the Employer expects the changes to commence. The Employer also agrees to discuss parameters of use and anticipated impacts to workload.


When, as a result of these changes, the Employer determines that an employee requires new skills or greater skills or new knowledge in order to perform the duties of the position, the Employer will make every reasonable effort to provide the necessary training during the employee's regular working hours, without loss of pay. Such employees shall be provided support to acquire the necessary skills and/or knowledge to perform the duties of the position.

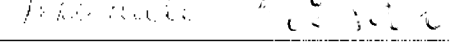
It is agreed and understood that this Letter of Understanding for technology advances and changes, does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration.

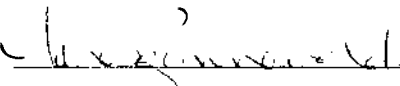
Dated at BURLINGTON this 11th day of November, 2025


For the:
Children's Aid Society of the
Regional Municipality of Halton












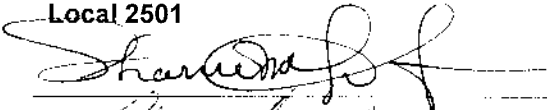


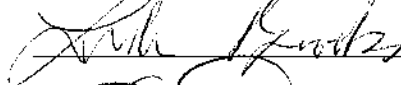







For the:
Canadian Union of Public Employees,
Local 2501







LETTER OF UNDERSTANDING #8/18

BETWEEN:

THE CHILDRENS AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
And
it's LOCAL 2501
(Herein called the "Union")

The parties agree to meet to discuss the viability of establishing a process for non-case carrying employees to assess workload measures to determine equitable distribution of work. The parties agree to meet within six (6) months of ratification by both parties. The following positions will be included: Legal Assistant, Law Clerk, Disclosure Clerk (Records Management), Accounting Clerk, Team Assistants, Reception, Youth in Care Leader, Educational Assistant, Transitional Youth Workers (BTG), Connections Facilitator, Family Support Workers and Youth Support Worker. The parties can mutually agree to add positions to the discussion.

Dated at BURLINGTON this 11th day of November, 2025

For the:
Children's Aid Society of the
Regional Municipality of Halton

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For the:
Canadian Union of Public Employees,
Local 2501

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LETTER OF UNDERSTANDING #9/22

BETWEEN:

THE CHILDRENS AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the "Employer")

And

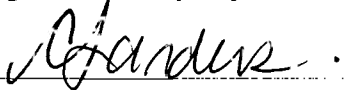
THE CANADIAN OF PUBLIC EMPLOYEES
And
it's LOCAL 2501
(Herein called the "Union")


The Employer is committed to developing safety practices that prioritize the health and safety of all stakeholders and will continue to follow recommendations from Ministry regulatory bodies in response to government declared public emergencies.

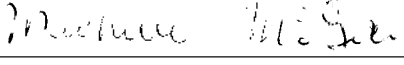
The Employer agrees to engage with the Joint Health and Safety Committee, and the Union President, for the purpose of information sharing, planning and implementation. The Employer will make every effort to provide the necessary PPE, tools, and/or equipment that may be required by Ministry regulatory bodies due to government declared public emergencies.

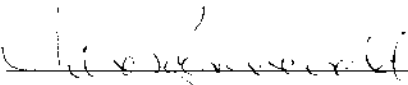
Dated at BURLINGTON this 11th day of November, 2025

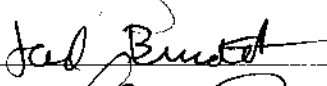
For the:
Children's Aid Society of the
Regional Municipality of Halton

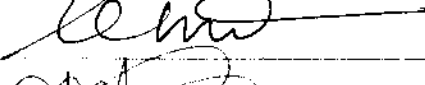





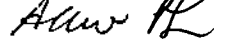




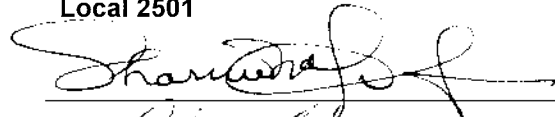





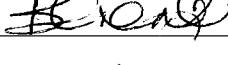




For the:
Canadian Union of Public Employees,
Local 2501







LETTER OF UNDERSTANDING #10/22

BETWEEN:

**THE CHILDRENS AID SOCIETY OF THE
REGIONAL MUNICIPALITY OF HALTON
(Herein called the “Employer”)**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
And
it’s LOCAL 2501
(Herein called the “Union”)**

In an effort to respect the essential tenets of Article 3.05, the Employer commits to the following comprehensive approach to promoting a more diverse and inclusive workplace.

To that end, the parties support the following practices and processes:

- a) Lead conversations on the consequences of racism and discrimination in our workplace and community.
- b) Work to ensure the language of policies, procedures, manuals and other documents is inclusive.
- c) Support efforts for positive outcomes for equity deserving families and children receiving service in areas of child-welfare, housing, healthcare, employment and entrepreneurship and education.
- d) Support efforts to promote equitable outcomes for equity deserving families and children receiving service on issues relating to policing and the criminal justice system.
- e) Address emerging issues and trends of significance to equity deserving communities as they relate to CAS programs and services.
- f) Work to eradicate systemic discrimination and recognize that there are equity-deserving communities are disproportionately represented and experience disparities within our sector.

These communities include, but are not limited to:

- The BIPOC community. BIPOC is an acronym that stands for Black, Indigenous and People of Colour.
 - The 2SLGBTQQIA+ community. 2SLGBTQQIA+ is an acronym for two-spirit, lesbian, gay, bisexual, transgender, queer, questioning, intersex, and asexual while + stands for other ways individuals express their gender and sexuality outside heteronormativity and the gender binary. This is not considered to be an all-encompassing definition.
- g) Maintain an internal complaint process for staff that adheres to the principles of this Article and the Ontario Human Rights Code.
 - h) The Employer shall ensure that there is equitable representation of employees from the BIPOC and 2SLGBTQQIA+.

- i) Provide comprehensive, mandatory training for all employees on anti BIPOC racism, anti 2SLGBTQQIA+ discrimination, white privilege, white supremacy, and how systemic inequality shows itself in their work.

Training

The Employer commits to continuous improvement and enhancement in the delivery of core equity, anti-racist, anti-oppression practice training to employees. Training will incorporate theories on privilege through an intersectional lens, which integrates white privilege and all forms of oppression and privilege that shape values, biases, power relations and perceptions. To that end, the parties support the following practices and processes.

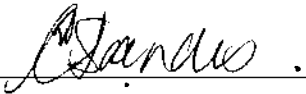
Recruitment

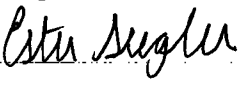
The parties agree that a DEI-conscious recruitment strategy ensures diverse representation across the organization. The parties acknowledge that the recruitment process may include that preference for a position will be given to an applicant from a self-identified equity deserving community.

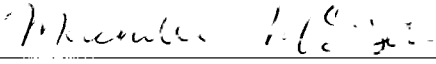
The parties agree that the above is intended to ensure an enhanced level of equity and representation of those in under-represented groups within the Employer. Both parties are committed to the success of this Letter of Understanding and are jointly committed to resolve any issue that arises from the implementation of this agreement.

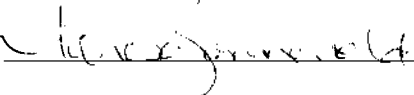
Dated at BURLINGTON this 11th day of November, 2025-

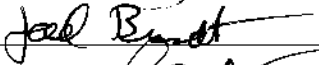
**For the:
Children's Aid Society of the
Regional Municipality of Halton**

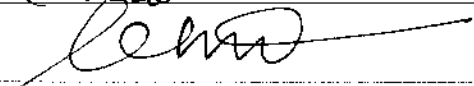










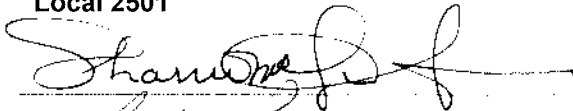


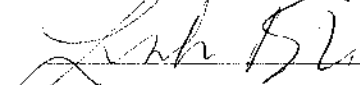





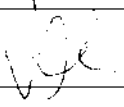


**For the:
Canadian Union of Public Employees,
Local 2501**









APPENDIX A - CASPDT Consensus Agreement

PREAMBLE

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

ARTICLE 1 – SCOPE AND PURPOSE

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

ARTICLE 2 – GENERAL

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

ARTICLE 3 – DEFINITIONS

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

ARTICLE 4 – SENIORITY

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

ARTICLE 5 – ACCESS TO WORK

- 5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:
- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
 - (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
 - (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
 - (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
 - (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
 - (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
 - (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.
- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.
- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

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

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

ARTICLE 8 – TERMS OF EMPLOYMENT

- 8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.
- 8.02 The Local HRAP shall include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

- 9.01 Disputes between an employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:
- (a) An arbitrator will be selected by mutual agreement of the parties within 30 days of the initial event giving rise to the dispute, failing which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.
 - (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.

- (c) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
- (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable collective agreements.
- (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) Time limits may be extended in writing by mutual agreement.

ARTICLE 10 – TERM AND APPLICATION

- 10.01 The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.
- 10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.
- 10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e., Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT agreement.