COLLECTIVE AGREEMENT

Between



And



Expires March 31, 2028

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious and respectful relationships, working conditions, hours of work and salaries with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligations of the Employer to provide service to the public pursuant to its mandate in the Child, Youth and Family Services Act and other legislation.

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

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer at its Branches and sub offices, child and youth residences and administrative offices in Toronto, save and except supervisors, persons above the rank of supervisors, Maintenance Superintendent, Coordinator Foster Parent Association, Assistant Property manager, Volunteer Supervisor, Health Service Coordinators, Planning Associates, Systems

Analysts, one Senior Programmer, Accounting Analyst, persons employed in the Human Resources Department (excluding the Librarian), nine (9) designated administrative assistants, administrative assistants to Executive Assistants, one full-time administrative assistant for each Director, administrative assistants to persons above those ranks and the administrative assistant to the Manager of Information Services and students employed during the school vacation period.

2.02 The terms and conditions, which apply to Casual employees, shall be as set out in Schedule "E" in this agreement.

ARTICLE 3 – RELATIONSHIP

3.01 The Employer and the Union each agree that there will be no reprisal, intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

3.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours or on the Employer's premises except as specifically permitted by this Agreement or in writing by the Employer. Notwithstanding the foregoing, the Employer will entertain requests for meetings conducted by the Union on the Employer's premises providing permission in

writing has first been secured. A National Representative of the Canadian Union of Public Employees may attend at any such meeting.

3.03 The parties agree to make the Collective Agreement gender neutral.

3.04 The Employer and the Union recognize and uphold the inherent dignity, worth, and rights of each individual. We undertake to pursue equity; equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equitable and/or equal opportunity.

The parties recognize that Employment Equity programs can serve as useful mechanisms in pursuing the removal of barriers to the full participation of certain groups. The Employer's Employment Equity program includes Equity Hiring described in Article 16.02, and the Letter of Understanding: Employment Equity Hiring Strategy.

3.05 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace and an environment free from psychological harassment which includes bullying. The Employer and the Union agree to support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour and/or language. Therefore, the Employer and the Union will not condone any inappropriate behaviour and/or language by any of their respective representatives or members that isolates, alienates or demeans any employee. The

Employer and the Union will take every reasonable action to eliminate such behaviour and/or language.

To clarify, the appropriate exercise of management functions and rights shall not give rise to a complaint under this article.

ARTICLE 4 – DEFINITIONS

4.01 (a) All reference to "spouse" in this Collective Agreement shall include a person lawfully married to the employee or a person living with the employee in a common law relationship – including same sex relationship. This includes but is not limited to Two-Spirit, same sex, same gender, non-binary, trans, gender diverse and heterosexual relationships. It is understood that an employee may only designate one spouse at a time.

(b) Permanent full-time employee means an employee who is employed for an indefinite period and is regularly scheduled more than 24 hours per week.

(c) Temporary full-time employee means an employee who is employed to work up to one year and is regularly scheduled to work more than 24 hours per week to fill a temporary full-time vacancy.

(d) Permanent part-time employee means an employee who is employed for an indefinite period

and is regularly scheduled for 24 hours or less per week.

(e) Temporary part-time employee means an employee who is employed to work up to one year and is regularly scheduled to work 24 hours or less per week to fill a temporary part-time vacancy.

(f) Casual employee means any employee who is engaged to work irregular intervals on an as needed basis and is scheduled twenty-four (24) or less hours per week in accordance with Schedule "E".
Casual employees have an option of accepting or declining work assignments at the time the assignments are offered.

ARTICLE 5 – NO STRIKE AND NO LOCKOUT

5.01 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, work stoppage either complete or partial or other interruption or interference with operations during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.

5.02 Any employee who participates in any unlawful strike, slowdown, work stoppage (either complete or partial) or other interruption with operations may be subject to discipline or discharge by the Employer provided that

nothing herein shall prevent such employee from lodging a grievance with respect to such discipline or discharge.

ARTICLE 6 – MANAGEMENT FUNCTIONS

6.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge (a lesser standard applies to the discharge of probationary employees, including lack of suitability to the job), or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause, or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filed in accordance with the Grievance Procedure.

(c) make and enforce from time to time such reasonable rules and regulations as the Employer considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of this Agreement; the Union will be advised of any changes or additions to rules and regulations prior to their implementation;

(d) manage without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

ARTICLE 7 – REPRESENTATION

7.01 The Employer is not required to recognize more than thirty-five (35) representatives from amongst employees in the bargaining unit who have completed their probationary period for the purpose of assisting employees in the presentation of grievances in accordance with the provision of this Agreement.

7.02 (a) Upon application by the Union in writing, during the term of this Agreement, the Employer will grant full-time leave of absence, without pay or Employer benefits, to an employee elected or appointed as President of CUPE Local 2316. Such leave, if requested, shall commence no later than

the first day of the month following the month in which the written request was made and shall continue for the balance of the term of the Collective Agreement, unless otherwise agreed to by the parties. Seniority and service shall accumulate during such leave of absence.

(b) Upon application by the Union in writing, during the term of the Agreement, the Employer will grant either half-time or full-time leave of absence without pay or benefits, to an employee elected or appointed as Lead Steward for Full-Time Employees of CUPE Local 2316. The Local shall advise the Employer on an annual basis of whether the position will be full or half time. Such leave, if requested, shall commence within thirty (30) days following the month in which the written request was made and shall continue for the balance of the term of the Collective Agreement, unless otherwise agreed to by the parties. Seniority and service shall accumulate during such leave of absence.

(c) Upon application by the Union in writing, which shall be made at least two (2) weeks in advance, an employee who is elected or selected for a temporary full-time position of at least one (1) month in duration with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay or Employer benefits but with seniority and service for up to twelve (12) months. Such leave may be extended on agreement of the Parties. If the leave is for twelve

(12) months or less, the employee shall have the right to return to their former position.

(d) If the leave is in excess of twelve (12) months, on return to the Employer, the employee will be assigned to a vacancy within the same seniority group and the same classification level that they occupied prior to commencement of the leave.

(e) Such vacancy will not be posted or, if posted, will be removed from competition. Those who may have applied for the position will be advised that the vacancy has been filled. If no vacancy exists, the employee may exercise their seniority rights in accordance with the appropriate articles of the Collective Agreement.

(f) The Employer will provide a paid leave of absence of ten (10) days per calendar year for the first Vice President or their designate to conduct Union business. It is understood that request for such leave shall be made at least two (2) weeks in advance of any requested leave. Such request shall not be made for less than a four (4) hour period at any given time. For the purposes of this article a calendar year is January 1st to December 31st.

7.03 The Employer will recognize a Grievance Committee, which shall not exceed three (3) in number up to Step 1 and shall not exceed four (4) in number at Step 2, one of whom shall be designated chairperson from amongst Union Representatives elected or appointed under Article 7.01 above.

7.04 (a) It is agreed that the Union representatives and members of the grievance committee shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties without having first secured permission from their immediate supervisor which permission shall not be unreasonably withheld. Union representatives requesting time off for the purposes of servicing grievances under the Collective Agreement shall advise their immediate supervisor of the nature of their business and report to such supervisor at the time of their return to work. In light of the nature of the Employer's operations and the number of locations falling within the bargaining unit, it is recognized that there will be occasions on which time off to assist employees in presenting grievances during regular working hours may not be granted. Subject to the foregoing, however, representatives servicing grievances of employees during their regular working hours shall not suffer any reduction in their regular pay.

(b) The Employer shall grant leave of absence without pay to employees selected by the Union to attend Union business including conferences or conventions. It is understood that requests for such leaves of absence shall be made in writing at least one (1) week in advance and wherever possible two (2) weeks in advance of any requested leave. No more than one (1) employee from an employee group which reports to the same supervisor will be absent on such leave at

the same time. Each contract year the Union will be granted one hundred and ten (110) working days to be used for leaves of absence. Unused portions of the total leave of absence from one contract year may be carried over into the next contract year to a maximum of a total of one hundred and thirty (130) days in any contract year. If the Union and the Employer agree, more than one (1) employee from an employee group may be granted leave.

Upon receipt of a written commitment by the Union to reimburse the Employer and the Union's written agreement to authorize such reimbursement to the Employer through whichever practice may be in place from time to time, the Employer agrees to continue the employee's pay and benefits for the period of the Union business leave. The required form is set out as Appendix "B" to this Agreement.

(c) The Employer agrees during the term of this Collective Agreement, to meet with a Committee of the Union comprised of not more than ten (10) employees who shall be either employee representatives or Union executive members twice yearly. The President and Lead Steward of the Union shall not be counted toward the cap of ten (10) employees. Should either party believe it necessary to meet more than twice, requests for meetings shall be made in writing with an agenda provided and the parties will endeavour to meet within ten (10) working days of such request. The purpose of such meetings shall be to deal with present or prospective problems relating to the

administration of the Collective Agreement other than grievances or other matters mutually agreed to by the parties. Union committee members attending such meetings during their regular working hours shall not suffer any reduction in their regular pay. A National representative of the Canadian Union of Public Employees may be present at any meeting referred to hereunder at the request of either party.

(d) The Employer agrees that, following notice given under Article **46**, duration of the Collective Agreement, to meet for the purpose of negotiations in accordance with Article **46**.02. The Employer further agrees to share equally with the Union the cost, if any, of meeting facilities and to pay the salaries of up to six (6) employee representatives of the Union Negotiating Committee, it being understood that any additional representatives on the Union Negotiating Committee will be paid by the Union. For purposes of clarity, the payment assumed by the Employer would be the regular straight time earnings of a maximum of six (6) employees for time actually lost from regularly scheduled work hours in direct negotiations with the Employer. It is understood that this undertaking is not a limit on the duration of any meeting or meetings conducted outside regular working hours. The payment set out above for time spent in negotiations between the parties would include conciliation and mediation sessions unless the local is engaged in a lawful strike.

7.05 The Union shall keep the Employer notified in writing of the names of current representatives, the areas they represent and those representatives who are members of the grievance committee as well as the effective date of their respective appointments.

7.06 There shall be at least one (1), but not more than four (4) Union representatives (referred to in Article 7.01), exclusive of Executive Officers, for each of the Employer's Branches or Departments, Residential and Day Treatment programs.

Notwithstanding the appointment of representatives by services as designated herein, the Employer recognizes that there may be occasions on which a Union representative may assist in the processing of a grievance originating in another service.

7.07 COMMUNICATION SYSTEMS

The Employer agrees during the term of this Collective Agreement to allow the Union to use the Employer's interoffice communication systems, including voice mail and electronic mail, for the purposes of transmitting correspondence relating to Union business with Management, Union elected/appointed Officers and Union Committee members.

It is understood that correspondence sent via interoffice mail to Union members will be sent to Union Stewards or members of the Circulating Committee for distribution to members. The Stewards or Circulation Committee will not do such distribution during work hours, however shall be allowed to do so during breaks

and lunchtime and agree not to interrupt or interfere with Employer operations.

The Union agrees to forward a copy of all correspondence intended for general membership circulation, sent by the Employer's interoffice communication systems to the Chief Human Resources Officer and Manager of Labour Relations or designate prior to distribution. In the event that the Employer is of the view that the material is inappropriate the Employer will inform the Union in writing by e-mail or facsimile within forty- eight (48) hours excluding Saturdays, Sundays and paid holidays from the date and time the communication was received in the Human Resources Department. The Union agrees that once so informed that the Union will not transmit said material via the Employer's interoffice communications systems. The Union also agrees to forward correspondence transmitted to the Communication Committee to the Chief Human Resources Officer and Manager of Labour Relations or designate. The Union further agrees that should any question arise about the appropriateness of the correspondence being transmitted that the Union President and/or the Chief Steward, Full-time Workers will meet with the Chief Human Resources Officer and/or the Chief Executive Officer to discuss the issue.

Further, the Employer undertakes to establish an Electronic Bulletin Board to enable the Union to communicate with its members. Copies of all Electronic Bulletin Board material shall be given to and approved by the Chief Human Resources Officer or their designate prior to material being posted. Any

installation costs associated with this shall be the responsibility of the Union. The Union agrees to adhere to the Employer's purging procedures.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

(a) For the purposes of this Article, for full-time employees reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays, paid holidays and, with respect to time limits applicable to a grieving employee in the Steps in Article 8.02, their special leave days, authorized absence days, vacation, **sick leave, and any other days the employee is not scheduled to work.**

(b) For the purposes of this Article, for part-time employees reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays, paid holidays and, with respect to time limits applicable to a grieving employee in the Steps in Article 8.02, their special leave days, authorized absence days, vacation, **sick leave, and any other days the employee is not scheduled to work.**

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of resolving their complaint. If an employee has a complaint, they shall advise the supervisor that they wish to hold a complaint meeting and discuss it with their immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The discussion shall be between the employee and their immediate supervisor. The employee may request a Union Representative be present. The Employer shall make prior written request of the Union in the event that a supervisor requests the presence of a Human Resources Representative at a complaint meeting. It is understood that the Human Resources Representative will not take an active part in the discussion. Union agreement will not be unreasonably withheld.

An employee who alleges harassment shall request a complaint meeting within one hundred and eighty (180) calendar days after the last incident of alleged harassment. If a harassment complaint is filed by the employee under an internal procedure provided by the Employer, the employee shall have until ten (10) days after the Employer's decision under that process to make a complaint or initiate a grievance under this article at the step agreed by the parties.

The Supervisor shall give their response to the complaint in writing within five (5) days and, failing settlement, it may be then taken up as a grievance

within five (5) days following advice of the immediate supervisor's decision in the following manner and sequence.

Step #1

A meeting will then be held where the employee, who shall have the assistance of their Union Representative, may present their grievance to their immediate supervisor with the appropriate Director, Branch Assistant, Department Head, or their designate present. Upon mutual agreement a National Representative of the Canadian Union of Public Employees may be present at such meeting. The Employer shall make prior written request of the Union in the event that a supervisor requests the presence of a Human Resources Representative at a step #1 meeting. It is understood that the Human Resources Representative will not take an active part in the discussion. Union agreement will not be unreasonably withheld.

Such meeting shall be held within five (5) days of the complaint being taken up as a grievance unless extended by agreement of the parties. The grievance shall be in writing on a grievance form approved by the Employer and the Union shall include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor shall deliver their decision in writing within five (5) days following the presentations of the grievance to them.

Failing settlement:

Step #2

Within five (5) days after the decision in Step #1, the grievor, who shall have the assistance of the Union Grievance Committee, may submit the grievance in writing to the Chief Human Resources Officer, or their designate. A meeting will then be held between the Chief Human Resources Officer, or their designate, and the Union Grievance Committee (which shall not exceed three (3) in number, including a representative in the Department in which the grievance arose). Such meeting shall be held within ten (10) days of submission of the grievance at Step #2 unless extended by agreement of the parties. It is understood and agreed that a National Representative of the Canadian Union of Public Employees may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance as it may desire. The decision of the Chief Human Resources Officer, or their designate, shall be delivered in writing within seven (7) days following the date of such meeting.

In all of the above Steps where the grievance relates to a job posting, "supervisor" shall mean the Supervisor or Department Head where the vacancy exists.

8.03 When the Union and Employer agree that a complaint has arisen from a decision at the Human Resources level, the grievance process may originate at Step 2. Either party can request an extension of timelines and such requests will not be unreasonably denied.

8.04 It is agreed that a policy grievance arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, shall be originated under Step #2 within ten (10) days after the circumstances giving rise to the grievance have occurred, or ought reasonably to have come to the attention of the party filing the grievance and the time limits set out with respect to that Step shall appropriately apply.

8.05 Where a number of employees have the same grievance, and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under the Step #2 within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees or the Union and the time limits set out with respect to that Step shall appropriately apply.

8.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

8.07 Where no written answer has been given within the time limit specified, the grievance may be submitted to

the next step of the foregoing procedure, including arbitration.

8.08 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer, or, if applicable, the date of the alleged violation providing it does not exceed the time limits set out in Article 8.02.

8.09 It is understood that all steps in the Grievance and are considered as time worked, and treated and compensated as such except where the employee(s) have been terminated, laid off, or currently on suspension.

8.10 The parties agree that in order to prevent an employee who is alleging harassment from having to present an oral complaint or grievance to a respondent, a grievance may be filed at the next step in the grievance procedure.

8.11 NEW
Prior to either party requesting that any matter be submitted to arbitration, as provided in the foregoing, either party may propose mediation as a means to resolve and settle the grievance, upon mutual agreement by both parties. If an agreed settlement is not achieved through the mediation process, the grievance can subsequently be submitted to arbitration.

ARTICLE 9 – ARBITRATION

9.01 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Ministry of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of ten (10) days, they may then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairperson of the Arbitration Board.

9.07 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned subject only to the provisions of Article 44(6) Chapter 228; 1980, RSO as amended of the Labour Relations Act.

9.08 In lieu of appointing a tri-partite Arbitration Board as set out above, the parties may agree to the appointment of a mutually acceptable sole arbitrator.

ARTICLE 10 – SENIORITY

10.01 Seniority, for full-time employees, as referred to in this Agreement, shall mean length of continuous service with the Employer, from last date of hire. As between two or more employees who commenced work on the same day, the employee whose job application has the earliest date and time will be considered to be the

senior employee. Where the time is not available, the employee with the lower employee number will be considered to be the senior employee.

10.02 Seniority, for part-time employees, as referred to in this Agreement, shall mean length of continuous service with the Employer and will accumulate on a prorated basis as follows:

(a) one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit as of date of last hire, in the case of an employee whose equivalent full-time position's normal daily hours of work would otherwise be eight (8) hours; or

(b) one thousand eight hundred and twenty (1820) hours worked in the bargaining unit as of date of last hire, in the case of an employee whose equivalent full-time position's normal daily hours of work would otherwise be seven (7) hours.

As between two (2) or more employees who have the same seniority date, the employee whose job application has the earliest date and time will be considered to be the senior employee. Where the time is not available, the employee with the lower employee number will be considered to be the senior employee.

10.03 Full-time Employees

Employees in job levels up to and including level eight (8) shall be on probation for a period of three (3) consecutive calendar months of active employment.

Employees in job level nine (9) and above shall be on probation for a period of six (6) consecutive calendar months of active employment.

The Employer may, upon the written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of any employee for a further three (3) consecutive calendar months of active employment. The employee and the Union will be notified of any such request, and the basis for it, in writing, no later than the two (2) week period preceding the expiration of the first three (3) months or six (6) months of probation, as the case may be. On successful completion of the probationary period an employee will be credited with seniority from the date of hire and such seniority shall have application in accordance with the provisions herein.

Where there are performance concerns or problem areas identified, through ongoing supervision during an employee's probationary period, the employee shall be advised of the problem areas and of expectations and time limits for improvements. Supervisors will provide reasonable supports if deemed appropriate in achieving the(se) goals.

10.04 Part-time Employees

Employees in job levels up to and including level eight (8) shall be on probation for a period of four hundred and fifty-five (455) paid hours of continuous employment. Employees in job level nine (9) and above shall be on probation for a period of nine

hundred and ten (910) paid hours of continuous employment.

The Employer may, upon the written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of any employee for a further four hundred and fifty-five (455) paid hours of continuous employment. The employee and the Union will be notified of any such request, and the basis for it, in writing, no later than the two (2) week period preceding the expiration of the first four hundred and fifty-five (455) or nine hundred and ten (910) paid hours of continuous employment, as the case may be. On successful completion of the probationary period an employee will be credited with seniority from the date of hire and such seniority shall have application in accordance with the provisions herein.

Where there are performance concerns or problem areas identified, through ongoing supervision during an employee's probationary period, the employee shall be advised of the problem areas and of expectations and time limits for improvements. Supervisors will provide reasonable supports if deemed appropriate in achieving the(se) goals.

10.05 An employee will have no seniority rights during their probationary period.

10.06 For the purposes of this Article, the following shall constitute seniority groups:

Administrative Support

Child Welfare Work

Child and Youth Work

General Service

Specialized and Others

Attached as Schedule "A" are the current classifications within the seniority groups set out above. It is understood and agreed that the classifications referred to therein may be changed from time to time as required by the Employer. The Union will be consulted with and advised of any such changes prior to their implementation.

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

(a) an employee submits a written resignation and does not rescind in writing such resignation within ten (10) working days, or in the absence of a written resignation, when the Employer confirms the resignation by registered mail at the employee's last known address. It is further agreed that if any posting process has commenced in accordance with article 16, it shall immediately be cancelled in the event an employee rescinds their resignation within the timeframe described in this article;

(b) an employee is discharged and not reinstated under the terms of this Agreement;

(c) an employee has been laid off for six (6) months or the equivalent of the length of their seniority, whichever is greater, for an employee with up to one year seniority;

an employee has been laid off for eighteen (18) months in the case of an employee with greater than one (1) year of seniority and less than five (5) years of seniority;

an employee has been laid off for twenty-four (24) months in the case of an employee with greater than five (5) years of seniority;

Laid off employees will have the right to refuse one (1) recall within the applicable time periods specified above. The Employer must be notified of such refusal within five (5) calendar days of the receipt of the notice of recall.

(d) an employee fails to notify the Employer within five (5) calendar days of receipt of notice of recall and report within twenty (20) calendar days from receipt of such notice. Notice of recall may be by electronic mail, telephone or facsimile, which is then confirmed by registered mail. If notice is by registered mail, it shall be deemed to have been received on the second day following registration.

(e) an employee utilizes the leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer. The Employer will

consider the employee's explanation and agrees that it will not be arbitrary, discriminatory, or act in bad faith in so doing.

(f) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer. The Employer will consider the employee's explanation and agrees that it will not be arbitrary, discriminatory, or act in bad faith in so doing.

10.08 The Employer shall maintain a seniority list for full-time employees showing the employee's name, date of hire, seniority group and current classification. The Employer shall maintain a seniority list for permanent part-time employees showing the employee's name, date of hire, seniority group, current classification, total number of hours worked and accrued seniority. These lists shall be revised monthly with copies provided to the Union. At the same time these lists shall be posted quarterly on bulletin boards throughout the Employer's premises as well as posted electronically on the Employer's intranet for staff. The Employer shall also provide the Union with a seniority list identifying employees by geographical location and classification.

10.09 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent.

Non-bargaining unit employees may apply through the job posting procedure for a vacant position in the

bargaining unit, pursuant to Article16 of this Agreement. Their applications will be considered as external to the bargaining unit.

It is understood that employees who move to a position outside of the bargaining unit will not accumulate seniority while so employed. Seniority previously accumulated while in the bargaining unit will be reinstated for those employees returning to the bargaining unit from temporary employment external to the bargaining unit provided there has been no break in service with the Employer. Seniority previously accumulated while in the bargaining unit will not be reinstated for those employees returning to the bargaining unit from permanent employment external to the bargaining unit. In such case, seniority will begin to accrue from zero effective the employee's return date to the bargaining unit.

In the event of a layoff, no employee outside of the bargaining unit shall be entitled to use their bargaining unit seniority to displace current bargaining unit employees.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 The normal full-time equivalent workweek for Seniority groupings enunciated in Schedule B of this Agreement will be thirty-five (35) hours, exclusive of meal periods, except with respect to employees engaged in continuous operations or on special shifts.

11.02 The normal full-time equivalent workweek for Seniority groupings enunciated in Schedule C of this Agreement will be forty (40) hours, exclusive of meal periods. It is understood, however child and youth staff who, as part of their regular duties supervise children during meal periods shall have such meal periods included as part of their regular hours of work for the purposes of this Article.

11.03 Subject to full-time employees engaged in continuous operations or assigned to special shifts, the Employer will schedule employees to consecutive days of work and consecutive days off.

Full-time employees will be granted a minimum of three (3) weekends off per six (6) week schedule, excluding overnight workers. The parties understand and agree that in order to accommodate the scheduling of this time off, the use of SH/CT days will be required.

11.04 (a) Where it has been agreed between the Employer and the Union that a full-time bargaining unit employee is required to be “on-call”, that is available by telephone contact or paging device, the employee shall be paid fifty percent (50%) of the employee's straight time hourly rate for each hour the employee is "on-call" or three (3) hours of pay at the employee’s regular rate, whichever is greater.

(b) It is agreed between the Employer and the Union that permanent and temporary part-time employees who are required to be “on-call” that is available by telephone or paging device, outside of

their normal working hours will be paid $2.75 per hour for all hours on "on-call" or three (3) hours of pay at the employee's regular rate, whichever is greater. It is further agreed and understood that where such employees must physically respond to any calls, in addition to the foregoing, they will be compensated for each hour, or portion thereof, of direct service provision in accordance with the provisions of this agreement.

11.05 (a) Notwithstanding the foregoing, it is understood that this Article sets out sets out the normal hours of work for full-time employees covered by the Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day nor days of work per week nor working schedule nor a limitation upon the scheduling of employees for work subject only to the provisions herein.

(b) The hours of work shall be scheduled by the Employer for permanent part-time employees, subject to the terms of this Agreement. The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

11.06 (a) Consistent with providing required services there shall be a one (1) hour lunch period and a fifteen (15) minute rest period in each completed half shift, unless otherwise provided.

(b) Consistent with providing required services, Residential Workers will be granted a fifteen (15)

minute rest break both in the first and the second half of a normal eight (8) hour shift. For those Residential Workers working less than a normal eight (8) hour shift, a fifteen (15) minute rest break will be provided for each four (4) hours of work.

(c) If a Residential Worker is required to work two (2) shifts in a row (a double shift), the Employer will undertake not to have the employee work the next shift of their schedule.

11.07 Employees who are unable to attend work for any reason must notify their supervisor on each day of their absence, unless directed otherwise, and the following will apply:

(a) Employees must call their supervisor, or their designate if the supervisor is away, as soon as possible prior to their start time and leave a message if the supervisor (or their designate) does not answer.

(b) If a message is left, it should include the following:

(i) The date(s) of the absence; and
(ii) Any coverage or cancellation of work required.
(iii) How the supervisor can reach the employee if there are questions related to service.

11.08 Employees in the Child and Youth seniority grouping who, as part of their normal duties, perform shift work in Residential or Day Treatment Program(s) will receive a shift differential of seventy-eight point zero ($0.78) cents per hour worked for all regular hours of work

between the hours of 6:00 p.m. in the evening and 6:00 a.m. in the morning. Effective April 1, 2026 this shift differential will be increased by one point five percent (1.5%) to seventy-nine point zero ($0.79) cents. Effective April 1, 2027 this shift differential will be increased by one percent (1%) to eighty point zero ($0.80) cents.

This shift differential will be increased by the same applicable percentage increase as Schedule "D" salaries as established through the negotiation process and will be effective consistent with the negotiated date(s) and terms of implementation.

11.09 Any hours worked in excess of the normal workweek must be pre-approved by a Supervisor, except in the case of an emergency or when there is a requirement to complete an unexpected service responsibility. Where additional hours are worked in these situations, a Supervisor is to be advised as soon as possible. Hours worked in excess of the normal work week under Article 11.01 and 11.02 above shall be compensated for on the following basis:

(a) Full-time employees normally scheduled to a thirty-five (35) hour work week and part-time employees whose full-time equivalent would be normally scheduled to a thirty-five (35) hour work week shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of thirty-five (35) hours per week up to forty-four (44) hours per week. Hours worked in excess of forty- four (44) hours per week shall be paid for at time and one-half of the employee's

regular straight time hourly rate. Compensatory time off**, if requested by the Employee,** shall be granted within thirty (30) days of the day on which the excess hours were worked at a time determined by the Employer and satisfactory to the employee. Where such time off cannot be scheduled within the thirty (30) day period referred to above, hours worked in excess of thirty-five (35), but not exceeding forty-four (44) hours per week shall be extended **and shall remain to the Employee's credit in their Compensatory Time Bank (Comp. Time Bank) (see (c), below)**. This, in no way, fetters an employee's ability to request that all or part of the compensatory time remaining in credit to them be paid out, with pay out of these hours on a straight time basis.

(b) Full-time employees normally scheduled to a forty (40) hour work week and part-time employees whose full-time equivalent would be normally scheduled to a forty (40) hour work week shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of an average forty (40) hours per week over the period scheduled up to forty-four (44) hours per week. Hours worked in excess of forty-four (44) hours per week shall be paid for at time and one-half the employee's regular straight time hourly rate. Compensatory time off**, if requested by the Employee,** shall be granted within thirty (30) days of the day on which the excess hours were worked at a time determined by the Employer and satisfactory to the employee. Where such time off cannot be scheduled within the thirty (30) day

period referred to above, hours worked in excess of forty (40) hours, but not exceeding forty-four (44) hours per week shall be extended **and shall remain to the Employee's credit in their Compensatory Time Bank (Comp. Time Bank) (see (c), below)**. This, in no way, fetters an employee's ability to request that all or part of the compensatory time remaining in credit to them be paid out, with pay out of these hours on a straight time basis.

(c) In scheduling compensatory time off, the Employer will take into consideration the wishes of the employee, the amount of compensatory time standing to the employee's credit **in their Compensatory Time Bank (Comp. Time Bank)** and the need to maintain proper service coverage. In no case, however, will the amount of compensatory time standing to the employee's credit allowed to remain at fifty (50) hours or more. Credited compensatory time in excess of fifty (50) hours will be paid out at straight time.

11.10 There shall be no duplication, pyramiding, double counting or stacking of hours worked for the purpose of computing overtime and other premium payments.

11.11 The parties to this Agreement recognize that the nature of the Employer's operation may require the performance of overtime work from time to time and employees will co-operate in the performance of such overtime. The Employer will attempt to advise employees of required overtime as far in advance as

may be practicable. The Employer will consider legitimate personal reasons of employees.

11.12 Where an employee is required to perform unscheduled overtime work of an emergency nature and as a direct result incurs legitimate out-of-pocket expenses arising out of the care of the employee's dependents, the Employer will reimburse the employee for such expenses provided they are reasonable and the employee obtains supervisory approval, in writing if required, within five (5) working days following the date on which the expenses were incurred. Employees will be required to submit a receipt.

11.13 The Employer will attempt to provide as much advance notice as may be practicable with respect to changes in the work schedules. Where major changes in the scheduling of hours of work, including the introduction of new schedules of work are required, the Employer agrees to advise and discuss such changes with the Union prior to their implementation. In the application of this Article to employees at Residential and Day Treatment Program(s), the Employer shall prepare and submit changes in work schedules to affected employees for discussion and a Union representative may attend any meetings. In implementing any changed work schedules for the locations above, the Employer shall give careful consideration to the views of affected employees and the Union.

11.14 The hours and days of work of employees subject to shift work in Residential and Day Treatment Program(s) shall be posted a minimum of four (4) weeks in advance and such scheduled hours of work

will not be changed except for purposes of maintaining proper service coverage in which case the supervisor will give as much advance notice as possible to the affected employee. Before changing the scheduled hours, the Employer will consider personal reasons of the affected employee(s). Unless notified beforehand not to report for work, an employee reporting for work at their scheduled starting time where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis.

11.15 Where an employee has completed their regularly scheduled hours of work and, without prior notification, is called in to work outside their regularly scheduled working hours, or, without notification, called in on a paid holiday or special leave day, they shall receive credit for all hours worked with a minimum guarantee of four (4) hours except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift in which case they shall be credited with the actual hours worked up to the commencement of their regular shift. It is understood that this provision has no application in cases of change in the employee's regular work schedule. Where no public transportation is available and the employee is unable to provide their own transportation, the Employer will either provide transportation or reimburse the employee for any necessary cost for transportation to and from Agency premises.

11.16 When an employee in a Residential or Day Treatment Program is required to continue working after 12:01 a.m. or report to work prior to 6:01 a.m., and on Sundays and Statutory Holidays before public

transportation is available, and the employee is required to travel to or from work during the period and is unable to provide their own transportation, the Employer will either provide transportation or reimburse the employee for any necessary cost for transportation to and from work.

11.17 When an employee is required to work a minimum of three (3) hours overtime immediately following the employee's regular shift, the Employer will provide the employee with a meal allowance to a maximum of twenty dollars ($20). Employees will be required to submit a receipt prior to claiming such an allowance.

11.18 When an employee is required to attend a Residence meeting or a meeting related to the Child Access Program (CAP) on a regularly scheduled day off, they will be paid a minimum of four (4) hours pay on a straight time basis. The employee will not be required to perform other duties except in case of an emergency.

11.19 (a) When a full-time employee is required to work on what is their employee is required to work on what is their first scheduled day off in their schedule for any week, they shall be paid at time and one-half their regular straight time hourly rate for all hours worked on such first scheduled day off, provided they have worked or does work all of their regularly scheduled shifts in that week or is absent on any or all shifts on paid or unpaid leave of absence covered by the provisions of the Collective Agreement. Such overtime shall be paid

or taken as compensatory time off in accordance with the provisions of Article 11.0**9**.

(b) When a full-time employee is required to work on what is their second scheduled day off in their schedule for any week, they shall be paid at double their regular straight time hourly rate for all the hours worked on such second scheduled day off, provided they have worked or does work all of their regularly scheduled shifts in that week or is absent on any or all such shifts on paid or unpaid leave of absence covered by the provisions of the Collective Agreement. Such overtime shall be paid or taken as compensatory time off in accordance with the provisions of Article 11.0**9**.

(c) For purposes of this Article, the work week shall be defined as a period of seven (7) calendar days commencing 12:01 a.m. on **Monday and ending at 12:00 midnight** the following Sunday.

11.20 Employees required to undertake extensive travel (i.e. repatriating clients or responding to subpoena resulting from child welfare matters) shall be compensated twelve (12) hours of pay for every twenty-four (24) hours of such duties worked at their regular or overtime rate as per Article 11.0**9** of the Collective Agreement. Such compensation will be prorated accordingly (i.e. payment of 18 hours where such duties require 36 hours of work).

Where a part-time employee is subpoenaed resulting from a Child Welfare matter, and extensive travel is not required, the employee shall be compensated for each

hour worked, but no less than four (4) hours, pursuant to the terms of this Agreement.

11.21 From time to time, the Employer may decide to provide camp programs for children. At the same time, the Employer recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the Employer decides to establish a camp program for children, it will first meet with affected staff to outline the camp program and staffing requirements. Employees whose services will not be required for the camp program shall be advised of other available work, if any, and/or vacation periods scheduled during the period of the camp program. At the same time, employees will be canvassed as to their wishes to participate in the camp program. A representative of the Union may attend such meeting.

Where sufficient staff are available to provide the program, those participating will be assigned work on a live-in basis consistent with the conditions detailed below in "A" and "B". To the extent that such conditions conflict with provisions of the Collective Agreement, the conditions stated in "A" and "B" shall prevail.

Employees excused from participating for legitimate personal reasons and employees not required for the camp program shall, providing they are not scheduled on vacation at that time, be assigned on a seniority basis during the period of the camp program to other available work they are qualified to perform.

A. Working Conditions

Staff participating in overnight camp programs will be assigned work on a live-in basis, consistent with the duties and responsibilities of Child and Youth Workers in accordance with regular residential child and youth work practice of the Employer.

Additionally, staff will be responsible for the safe transportation of children and/or adolescents to and from the camp site, the appropriate setting up of camp, meal preparation, camp activity, clean up of camp sites, dismantling of camp facilities where appropriate and, in general, ensuring adequate care and safety of the children and/or adolescents in care.

B. Rates of Pay

On the starting or finishing day of a camp program participating staff will receive their regular rate of pay for all camp related work activities up to a maximum of twelve (12) hours For every completed twenty-four (24) hour day of camp program, participating staff will receive twelve (12) hours of pay at their regular rate.

All such hours will be recorded and either paid or treated in accordance with Article 11.09(b) of the Collective Agreement.

11.22 From time to time, the Employer may decide to provide overnight programs. At the same time, the Employer

recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

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

Rates of Pay

On the starting or finishing day of the program, employees designated by the Employer to staff the program will receive their regular rate of pay for all work up to a maximum of twelve (12) hours.

For every completed twenty-four (24) hour day of program, those employees will receive twelve (12) hours of pay at their regular rate.

All such hours will be recorded and either paid or treated in accordance with Article 11.0**9** of the Collective Agreement.

11.23 NEW

When a worker starts or ends their day away from their home Branch, they will be paid mileage either from their home Branch or their place of residence to the location where business of the Employer is being conducted, whichever is shortest. Workers will also be compensated as time worked for this

drive, either from their home branch or their place of residence to the location where business of the Employer is being conducted, whichever is shortest. Employees will only be compensated for mileage or time beyond what would be incurred between employees home and office. Travelling to and from the Society office is considered personal time and expense.

ARTICLE 12 – LAYOFF AND RECALL

12.01 In the event a reduction in required service demands within a seniority group defines herein, layoff of staff shall, subject to the following, be in reverse order of seniority, providing the remaining employees have the necessary qualifications and ability to perform the available work.

The Employer and the Union agree that the Employer may offer a "voluntary exit option" to specific groups of employees at its discretion in order to avoid layoffs. The plan shall be provided to the union prior to the voluntary exit option being offered to the employees.

12.02 In case of a subsequent increase in service demands, recall, subject to the provisions of Article 10.07(c) and 10.07(d), shall be in order of greatest seniority provided the employees with recall rights have the necessary qualifications and ability to perform the available work.

12.03 (a) Where a layoff of a bargaining unit member is necessary, the Employer shall give the Union not less than ten (10) days prior to any notice as

contemplated in Article 12.05 (a), to discuss the effect of such reduction on the level of services required and the classification level(s) of affected staff and hear any representations of the Union. The parties shall establish a joint Union/Management Redeployment Committee, as defined in The Letter of Understanding entitled "Redeployment Committee" attached hereto within fifteen (15) working days after the notice of layoff is given to the Union. Any agreement reached will be final and binding on all concerned. If no such agreement is reached, Article 12.04 will apply.

(b) The Redeployment Committee shall be comprised of equal numbers of representatives of the Union and the Employer. Membership, terms of reference, frequency and time of meetings and other details of the Committee's functioning will be subject to agreement between the Employer and the Union. Meetings of the Redeployment Committee shall be held during normal working hours and time spent attending such meetings shall be considered work time and shall be paid at the employee's normal rate on a straight time basis. Time spent outside of regular work hours by employees attending the Redeployment Committee meetings will be paid for at the employee's normal rate of pay on a straight time basis. The Committee will continue to meet on an ongoing regular basis to minimize impact on service.

12.04 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse

order of their seniority within the affected position in a branch or department.

Employees in receipt of a layoff notice shall elect one of the following options within five (5) working days:

1. Elect to displace a less senior employee in a permanent position, in the same or lower classification, where the displacing employee has the skills and qualifications to perform the duties of the position (after a fifteen (15) day familiarization period) and greater seniority than the incumbent employee. It is understood that the displacing employee accepts the terms and conditions of the elected position.

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

3. Elect to be placed on the recall list in accordance with this Article; or

4. Accept a vacant position at the same or lower classification 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 position.

12.05 (a) The Employer agrees to provide employees with a minimum of ten (10) weeks written notice of layoff.

Employees with greater than five (5) years and less than ten (10) years of seniority will receive twelve (12) weeks written notice of layoff in total. Employees with greater than ten (10) years seniority will receive fourteen (14) weeks' notice of layoff in total. For the purposes of clarity, no employee will receive more than fourteen (14) weeks' notice of layoff. Where such minimum notice is not given, employees will be provided regular pay for all or any portion of the period of notice if the employee is not required to work. It is understood that this provision does not apply to probationary employees.

(b) The Employer will provide employees who are actually laid off and who need assistance in seeking other employment with training with respect to drafting a resume, the conduct of an employment interview and how to conduct a job search. The Employer will also assist laid off employees with respect to particular job opportunities.

(c) When an employee is to be laid off the employee shall be allowed up to five (5) working days, prorated for permanent part-time employees, to engage in a job search and to attend to personal matters. Such days shall be taken at a time mutually agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.

(d) it is agreed and understood that employees shall continue to accumulate seniority while on layoff in accordance with Article 10.07(c).

12.06 The Union and Employer agree that permanent full-time and permanent part-time layoff and recall rights shall remain separate.

12.07 New employees shall not be hired into a seniority group until those employees with recall rights from said seniority group have been given the opportunity of recall. Where there remains a vacancy subsequent to the foregoing, recall shall occur in the following manner prior to new employees being hired.

Other permanent employees with recall rights laid off from a different seniority group shall then be given the opportunity to participate in a competition restricted to those so identified, provided they have the necessary qualifications and ability to perform the available work. The Employer may, at its discretion, consider the provision of a training period of up to fifteen (15) days, to perform the available work.

12.08 The Employer agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

12.09 For purposes of this Article, it shall be the employee's responsibility to keep the Employer advised of their current address, personal electronic mail address and telephone number.

12.10 Employees who do not have present job qualifications for the jobs they perform respecting education and experience will be deemed to be so qualified.

12.11 For bargaining unit employees with less than five (5) years of seniority, during the first five (5) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, and for employees with greater than five (5) years seniority during the first six (6) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, the Employer will continue to pay its share of benefits for employees who are and remain eligible for coverage under the Employer's group insurance plans provided that the employee pays their share for the following benefits:

Group Life

Semi-Private Hospital

Accidental Death and Dismemberment

Dental

Major Medical

Vision Care

Application of this article is conditional upon acceptance by the carrier; upon coverage being requested within ten (10) days of receiving notice of layoff from the Employer and upon the Employer

receiving a pre-authorized debit agreement for the monthly premium costs in advance for as long as the benefit coverage is required.

Subject to the terms and conditions noted above, an employee may extend the benefit coverage period by an additional three (3) months at their own expense provided the employee is not employed and provided that the employee requests such coverage within fifteen (15) days of completion of the five or six month coverage as applicable. It being understood that the Employer will not continue to pay its share of benefits through the additional three (3) month period.

12.12 No member of the Union, so long as they are President or lead Steward of the Union shall be laid off for any reason.

ARTICLE 13 – UNION SECURITY

13.01 The Employer agrees to deduct the initiation fee upon hiring each employee into the bargaining unit, and an amount equal to the regular monthly Union dues from each employee in the bargaining unit.

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

13.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article. Notwithstanding the foregoing, if the Employer fails or neglects to deduct the authorized Union dues, the Employer shall be responsible for reimbursing the Union accordingly.

13.04 Dues deductions shall become effective in the month following the month in which the employee was hired. Such dues shall be forwarded to the Secretary-Treasurer of the Union in the same month as the deduction is taken, along with a list of employees by name and position from whom deductions were made. By separate list the Employer shall provide the Union with the names and classifications of bargaining unit employees hired or who have terminated in the preceding month. In addition, the Employer shall, from time to time, provide the Union's duly appointed auditor with random sample information sufficient for the auditor to verify that the dues are being deducted in accordance with this Article. The Employer will only provide such information to the auditor if it is satisfied that the information will be kept in strict confidence by the auditor. The auditor will advise the Union of any discrepancies or errors.

13.05 The Employer agrees to provide each new member of the bargaining unit with a copy of the Collective Agreement and an information packet both of which will be provided to the Employer by the Union.

13.06 (a) At the time of employment, the Employer shall provide the Union with the new employee's home address, personal electronic mail address and home phone number.

(b) The Employer shall provide the Union with an updated list of such names, addresses, personal electronic mail address and phone numbers established through Article 13.06(a) on a quarterly basis.

(c) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or designated Union Representative. 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.

13.07 The Employer agrees to continue major medical, vision, dental and life insurance benefit coverage in the event of a legal strike or lockout. The cost of said coverage shall be reimbursed to the Employer by CUPE National. It is understood that should CUPE National for any reason fail to reimburse the Employer, the Employer may deduct these costs from the Local's dues.

ARTICLE 14 – DISCHARGE AND DISCIPLINE

14.01 A claim by an employee that they have been unjustly discharged suspended with or without pay or laid off, (providing, in the case of discharge, where they have not completed their probation, the standard as set out in Article 6.01(b) shall apply) shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step #2 of the grievance procedure within ten (10) days after the date of discharge, suspension with or without pay or layoff is effected.

14.02 In cases of discharge or suspension with or without pay, the employee and the Union will be made aware of the reasons for such action, prior to its taking place, the action will be confirmed in writing to the employee and the Union. The Employer will contact the Union to schedule such a meeting. The Employer will ascertain the Union's availability for such a meeting. The discussion will be between the employee and their immediate supervisor. The employee shall have the right to have a Union Representative present at any such discussion. At any interview where the Employer confirms its actions in discharging or suspending an employee without pay or converts a suspension with pay to a suspension without pay or termination a Union Representative shall be present during such interview unless the employee does not wish the Union Representative present and confirms this by signing Appendix "A" attached hereto in the presence of a Union Steward. Where a Union Representative is not present, the Union will be advised in writing of the Employer's action.

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

(a) confirming the Employer's action in dismissing the employee; or

(b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost less any compensation received from any source during the period from the date of their discharge to their reinstatement; or

(c) by any other arrangement which may be deemed just and equitable.

14.04 The Employer agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

14.05 Where an employee is directed or requested to attend an investigation meeting with Human Resources or an external investigator as a complainant or to act as a witness under one of the Employer's internal processes, a Union Representative shall be present during such interview unless the employee does not wish the Union Representative present and confirms this by signing Appendix "A" attached hereto in the presence of a Union Steward.

In the event the Union representative is or is likely to be a party to or participant in the investigation, an alternate Union representative will be assigned by the Union.

14.06 NEW

When an Employee is issued a disciplinary Letter, a Union Representative shall be present unless the Employee does not wish the Union Representative present and confirms this by signing Appendix "A" attached hereto in the presence of a Union Steward.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 The Employer may, at its discretion, grant leave of absence with or without pay for legitimate personal reasons.

15.02 (a) Pregnancy leave: The Employer shall grant such leave, without pay, at the written request of the employee, for any period up to a maximum of eighteen (18) months. During such leave seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of pension, life insurance, accidental death and dismemberment, LTD, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits. Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave.
At least sixty (60) days prior to the expiration of the approved pregnancy leave arrangements, employees may make written request for an additional leave of absence of up to five (5) months.

Such requests will be made in writing to the employee's immediate supervisor who will advise the employee in writing within thirty (30) days of receipt of the request.

Applicable extended health care benefits provided under the Collective Agreement, subject to the provisions of the respective plans may continue, however the premium costs of such benefits shall be paid by the employee to the Employer during the leave period.

During such additional leave, seniority for all purposes shall continue to accrue.

It is agreed and understood that the duration under this provision is inclusive on any and all rights to parental/adoption leave.

(b) Parental Leave (this includes Adoption, Parental Leave, and Foster-to-Adoption Leave): Provided that an employee becomes an adoptive parent or meets the definition of spouse as defined in this agreement, and is not eligible for pregnancy leave they shall qualify for adoption/parental leave following the birth/adoption of the child or the coming of the child into the employee's custody, care and control for the first time. Adoption/parental leave without pay, shall be granted at the written request of the employee for any period up to a maximum of eighteen (18) months. It is understood that the employee will submit the written request two (2) weeks prior to the commencement of the leave. Such leave shall commence within seventy-

eight (78) weeks after the birth/adoption or after the child first comes into the custody or care of a parent.

During such leave seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of the pension, life insurance, accidental death and dismemberment, LTD, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits. Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave.

At least sixty (60) days prior to the expiration of the approved adoption/parental leave arrangements, employees may make written request for an additional leave of absence of up to five (5) months.

Such requests will be made in writing to the employee's immediate supervisor who will advise the employee in writing within thirty (30) days of receipt of the request.

During such additional leave seniority for all purposes shall continue to accrue.

Applicable extended health care benefits provided under the Collective Agreement, subject to the provisions of the respective plans may continue, however the premium costs of such benefits shall be paid by the employee to the Employer during the leave period.

It is agreed and understood that the duration of the leave under this provision is inclusive of any and all rights to Parental/Adoption/Foster-to-Adoption leave and that under no circumstances shall an employee be entitled to more than one leave per circumstance under the Article.

(c) Paid Pregnancy/Parental Leave (this includes Adoption/Foster-to-Adoption): An employee entitled to pregnancy/adoption/parental leave under this Article, who provides the Employer with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan. The SUB payment is contingent upon acceptance of the SUB plan by the E.I. for registration.

In respect of the period of pregnancy/adoption/parental leave, payments made according to the SUB plan will consist of the following:

i) For the one (1) week EI waiting period, payments equivalent to seventy percent (70%) of the salary which the full-time employee would otherwise have earned during the period. For part-time employees payments equivalent to seventy percent (70%) of the salary will be based on the employee's earnings averaged over twenty-six (26) weeks immediately prior to the commencement of the

leave or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment; and

ii) Up to a maximum of thirty-seven (37) additional weeks, payments equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the full-time employee, and seventy percent (70%) of the salary which the employee would otherwise have earned during the period. For part-time employees this will be based on the employee's earnings averaged over twenty-six (26) weeks immediately prior to the commencement of the leave, or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment.

The fixed dollar value of the top-up is equal to the difference between the salary at the Standard (not Extended) EI benefit rate and 70% of the base salary for the top-up period at the time of the leave. The Employer agrees to provide employees with options for how they wish to have the fixed dollar value top-up to be distributed over the prescribed period while collecting EI benefits. Employees will be provided with a selection form at the time of leave.

As of April 1, 2019, the maximum shall increase to thirty-eight (38) weeks.

As of April 1, 2020, the maximum shall increase to thirty-nine (39) weeks.

(d) i) Paid Parental Days (this includes Birth, Adoption, Parental, Kith/Kinship and Foster-to-Adoption): (full-time employees)

Any parent/caregiver not receiving pregnancy/parental/adoption leave and does not take advantage of the paid leave provided in c), shall receive leave of absence with pay at the time of the birth/adoption/placement of the child, provided they make the request in writing. Such leave of absence shall not exceed fifteen (15) working days unless extended in writing by the Employer. Such leave shall begin within seventy-eight (78) weeks after the birth/adoption/placement, or after the child first comes into the custody of the care of a parent/caregiver, at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.
For the purposes of clarity an employee is entitled to the Kith/Kinship leave if they qualify and are in receipt of Ontario Works Temporary Care Assistance.

ii) Paid Parental Days (this includes Birth, Adoption, Parental Leave, Kith/Kinship and

Foster-to-Adoption Leave): (part-time employees)

Any parent/caregiver not receiving pregnancy/parental/adoption leave and who does not take advantage of the Paid Leave as provided in c), shall receive leave of absence with pay at the time of the birth/adoption/placement of the child, provided they make their request in writing. Such leave of absence shall not exceed twelve (12) working days, prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification, unless extended in writing by the Employer. Such leave shall begin within seventy-eight (78) weeks of the birth/adoption/placement, or after the child first comes into the custody or care of a parent/caregiver, at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.

For the purposes of clarity an employee is entitled to the Kith/Kinship leave if they qualify and are in receipt of Ontario Works Temporary Care Assistance.

(e) Any full-time employee may be granted at the Employer's discretion on request in writing a leave of absence for up to fifteen (15) paid working days for the purposes of assuming guardianship/custody kith/kinship (exclusive of adoption) of a child. For

the purposes of this section, child does not refer to a foster child who is in the guardianship/custody of an Agency.

Any part-time employee may be granted at the Employer's discretion on request in writing a leave of absence for up to fifteen (15) paid working days, prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification, for the purposes of assuming guardianship/custody kith/kinship (exclusive of adoption) of a child. For the purposes of this section, child does not refer to a foster child who is in the guardianship/custody of an Agency.

For the purposes of clarity an employee is entitled to the Kith/Kinship leave if they qualify and are in receipt of Ontario Works Temporary Care Assistance.

(f) A worker who elects to use the paid parental days under Article 15.02(d)(i) or 15.02(d)(ii) may request on compassionate grounds to change their election to a leave as per article 15.02(b) or 15.02(c) instead, provided that they agree to reimburse the Employer for the parental days taken. Such request will not be unreasonably denied.

(g) Reinstatement: Recognizing that the Employer exists to serve its clients and that service must be provided with as much continuity as possible, employees will be asked to advise the Employer, in writing, whether they intend to return to work on the

expiration of such leaves or not. Employees who have advised the Employer that they do not intend to return to work following such leaves will continue to be eligible for group insurance and medical benefits for the duration of their leave. Employee premium contributions, where required, will be paid monthly in advance for benefits to be continued.

If during pregnancy/adoption or parental leave, an employee who advised that they would not return to work following their leave changes their mind, they must advise the Employer immediately in writing. Should the employee's previous position have been permanently filled, the employee may be assigned to an existing vacancy in the service area in which they were last employed or the employee will be placed on the recall list on the same basis as a laid off employee as outlined in Article 10.07(c), pending a suitable vacancy in the service area in which they were last employed. In either case such vacancy need not be posted provided the returning employee fills the vacancy.

15.03 Jury and Witness Duty: An employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, their regular pay for their regularly scheduled working hours providing the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court and pays to the Employer any fee received for each day of absence.

15.04 The Employer agrees to grant leave of absence for personal needs without loss of regular pay for time lost

from regularly scheduled hours of work up to a maximum of six (6) working days per year to employees who have completed three (3) months of continuous employment or who subsequently successfully complete their probationary period subject to the provisions herein:

(a) Employees requesting such leave must do so in writing at least two (2) weeks in advance, except in the case of emergencies where the employees will give such notice as soon as is practical. The request for leave will include the reason for the request (eg. medical appointment, urgent child/family matter), the required date(s) and start and end times of the leave, and the reason for late request, if applicable.

(b) The Employer will grant such leave subject to its ability to provide necessary service coverage.

(c) Up to four (4) days of unused authorized absence may be carried over from year to year, provided the maximum number of authorized absence days does not exceed ten (10) days at any time.

(d) For purposes of this section "year" is defined as the calendar year and continuing thereafter with the appropriate changes.

Days are prorated based on regularly scheduled hours of work for permanent part-time employees.

15.05 Educational Leave:

(a) Any employee who has completed at least two (2) years of continuous service with the Employer shall be granted educational leave subject to advising the Chief Human Resources Officer or their designate at least sixty (60) days prior to the commencement date of such leave.

Should an employee be on educational leave, the employee's benefits and salary will be discontinued at the commencement of the leave and any remaining vacation entitlement will be paid to the employee. Seniority and service will continue to accrue, if such educational leave of absence has direct applicability to Employer functions.

Failing approval of the accrual of seniority, seniority shall be retained but not accumulated during such leave and will be reinstated at the original levels on return from the educational leave. Sick leave entitlements will be retained but not accumulated during such leave and will be reinstated at the original levels upon return from the educational leave.

(b) During such leave the Employer, at its discretion, may fill the vacancy created either by a contract worker on a temporary basis or permanently by posting the vacancy through the job posting procedure in the Collective Agreement.

(c) The employee will advise the Employer, at least thirty (30) days in advance, of the date of their

expected return. Should the employee's previous position have been permanently filled, the employee may be assigned to an existing vacancy in the service area in which they were last employed or the employee will be placed on the recall list on the same basis as a laid off employee as outlined in Article 10.07(c) and subject to Article 15.05(c), pending a suitable vacancy in the service area in which they were last employed. In either case, such vacancy need not be posted, provided the returning employee fills the vacancy.

15.06 Applicable benefits provided under the Collective Agreement, subject to the provisions of the respective plans, shall continue during any approved leave of absence up to but not exceeding thirty (30) calendar days. Where the provisions of certain benefits can be continued for longer than thirty (30) days and the Employer practice is to continue them, such benefits will be continued for up to six (6) months, provided the employee makes specific arrangements for their continuation with the Human Resources Department prior to the leave, including employee contribution, if any, towards premiums.

15.07 Bereavement Leave: In the event of the death of a member of the employee's family, the employee will be granted a leave of absence with pay for a reasonable length of time in order to grieve the death of the family member. Full-time employees will be reimbursed for time lost from work for up to five (5) working days at the time of the death of the family member.

The term "member of an employee's family" means a spouse, brother-in- law, sister-in-law, aunt, uncle, niece, nephew, child, unborn child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, person "in loco parentis", or significant other, including immediate step- family members. **Exceptions outside of this list shall be considered in extenuating circumstances by submitting a request to the Chief Human Resources Officer or HR Designate.**

An employee is entitled to request additional time off, pursuant to Article 15.04.

Days are prorated based on regularly scheduled hours of work for permanent part-time employees.

Notwithstanding the above, individuals shall be granted flexibility to distribute the bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity which provide for distinct grieving periods. It is understood that if the employee requests to divide the leave, this request must be made to their supervisor at the time of the first request and agrees to take the second leave within a one (1) year time frame.

15.08 Prepaid Leave Plan:

1. PURPOSE:

The Prepaid Leave Plan, (hereafter called the Plan), has been developed to afford full-time employees of the Children's Aid Society of Toronto

the opportunity of taking up to a one (1) year leave of absence and to finance the leave through deferral of salary from the previous years in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

2. ELIGIBILITY:

Any full-time employee having one (1) years seniority with the Employer is eligible to participate in the Plan in accordance with the conditions set out in this policy.

3. APPLICATION:

(a) A full-time employee, who qualifies as above, must make written application to the Chief Human Resources Officer on or before August 31st requesting permission to participate in the Plan setting out the deferral programme requested.

(b) Application will include the written recommendation of the immediate supervisor.

(c) Written acceptance, or denial of the request with explanation, will be forwarded to the applicant by October 15th in the year the request is made.

(d) Approval of individual requests to participate in the Plan shall rest solely with the Employer. Requests will not be unreasonably denied.

4. PROGRAMME ELECTIONS:

The deferral period over which salary is deferred and accumulated, the amount thereof and the period in which leave is granted and repayment of such deferred salary and interest occurs shall be one of the following programmes:

(a) Two (2) years of deferral of up to one third (1/3) of annual salary in each year followed by one (1) year of leave;

(b) Three (3) years deferral of up to one quarter (1/4) of annual salary in each year followed by one (1) year of leave;

(c) Four (4) years deferral of up to one fifth (1/5) of annual salary in each year followed by one (1) year of leave;

(d) Five (5) years deferral of up to one sixth (1/6) of annual salary in each year followed by one (1) year of leave.

(e) When mutually agreed between the Employer and the employee, a prepaid leave plan may be devised which allows for a deferral period different from those proposed in 4(a) - 4(d) above, provided that the percent and amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the

Plan (i.e. the fraction of the leave of absence over the sum of the deferral period and the leave period).

(f) No plan devised under section 4(e) shall have a deferral period in excess of seventy-two (72) months or a leave period in excess of twelve (12) months.

(g) Following the Employer's approval, the employee and the Employer shall enter into a written agreement which states that the employee waives the right to receive the deferred portion of the salary as defined in accordance with the above. The agreement shall further set out all other terms of the Plan agreed to in accordance with the conditions herein.

5. PAYMENT OF SALARY AND BENEFITS:

The payment of salary and benefits, and the period of the leave of absence shall be as follows:

(a) In the period of the programme, preceding the period of the leave, the employee will be paid a reduced percentage, in accordance with section 4 above, of the employee's annual salary.

The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the

participant by the Employer to finance the period of leave.

(b) The calculation of interest under the terms of this Plan shall be monthly (not in advance). The interest paid shall be that which is afforded to the Employer to the month end balance of the trust account established for the purposes of the Prepaid Leave Plan as set out in writing by the Bank Branch with which the Employer deals. Interest, calculated as above, shall be applied once every six (6) months on a compounded monthly basis, the first credit to be six (6) months following the initial deposit. A yearly statement of the amount standing in the participant's credit will be sent to the participant by the Employer.

(c) During the period of the programme prior to the leave, any benefits related to the salary level, shall be structured according to the salary the participant would have received in the period concerned had the participant not been in the Plan.

(d) A participant's coverage for life insurance, LTD, OHIP, extended Health and Dental Plan coverage will be maintained by the Employer during the leave of absence, if eligibility conditions permit; however, the premium costs of all such plans shall be paid by the participant to the Employer during the leave.

(e) During the period of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period prior to taking the leave had the participant not been in the Plan.

(f) At the commencement of the period of leave, the Employer shall pay to the participant the monies standing to the participant's credit less any premiums or contributions deducted for the leave, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferral amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.

6. RETURN FROM LEAVE:

On return from leave, the participant will be assigned to the participant's same position or, if the layoff displacement of placement provisions have application, the employee will be governed by the appropriate terms of the Collective Agreement and/or Employer policy. In determining the salary level applicable following the participant's return, the period of leave shall not qualify for salary increment purposes, but if there is a period of service in the year prior to the commencement of the leave for which no consideration has been given for salary level determination purposes, such period shall be

taken into consideration for salary level determination purposes on the participant's return.

7. SICK LEAVE CREDITS AND SENIORITY:

Neither Sick Leave Credit nor Seniority will accumulate during the period on leave nor will Sick Leave be available during such period.

8. WITHDRAWAL FROM THE PLAN:

A participant may, with the approval of the Employer, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing to the Chief Human Resources Officer, detailing the reason(s) for withdrawal, as soon as possible prior to commencement of the leave. The Employer shall maintain the request and its approval as part of the Employer records.

When a request for withdrawal is approved, the Employer shall pay to the employee a lump sum equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

9. POSTPONEMENT OF THE LEAVE BY THE EMPLOYER OR THE PARTICIPANT:

(a) In the event that a suitable replacement cannot be obtained for a participant who has been granted a leave, or other extenuating circumstances which shall be reasonably applied, or the participant requests a postponement of the leave, the Employer may by mutual consent up to six (6) months prior to the commencement of the leave postpone the leave, but the period of postponement shall not exceed twelve (12) months. In this instance, a participant may choose to remain in the Plan, or receive payment as in section 8 above.

(b) Should section 9(a) result in a leave of absence being taken later than the originally intended final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.

10. DEATH OF A PARTICIPANT WHILE ENROLLED IN THE PLAN:

Should a participant die while enrolled in the Plan, any monies accumulated, plus interest accrued to the date of payment will be paid to the employee's estate. Every agreement entered into under section 10 shall state that monies paid to the estate of any employee under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act.

11. TAXATION:

During each taxation year the participating employee's income tax liability shall be in accordance with the Canadian Income Tax Act and the amount of the withholding tax deducted at source by the Employer shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this plan by Revenue Canada.

12. WITHDRAWAL OF THE PLAN BY THE EMPLOYER:

The Prepaid Leave Plan will be in effect for the duration of the Collective Agreement. All Prepaid Leave Plans approved by way of written agreement as in section 4(g) prior to the expiration of the Collective Agreement shall continue in accordance with the conditions herein.

15.09 Family Medical Leave:

The Employer shall grant a leave of absence to full-time and part-time employees who take time off to provide care for a gravely ill or a dying child, parent or spouse in accordance with Family Medical Leave, Employment Insurance Act, effective January 4, 2004.

Family Medical Leave Top Up Benefits:

An employee entitled to Family Medical Leave under this Article, who provides the Employer with proof that

they have been approved for employment insurance benefits pursuant to the Employment Insurance Act:

(a) For the one (1) week EI waiting period, payment equivalent to seventy percent (70%) of the salary which the full-time employee would otherwise have earned during the period. For part-time employees payments equivalent to seventy percent (70%) of the salary will be based on the employee's earnings averaged over twenty-six (26) weeks immediately prior to the commencement of the leave or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment, and;

(b) Up to a maximum of seven (7) additional weeks, payments equivalent to the difference between the sum of the compassionate care weekly EI benefits the employee is eligible to receive and any other earnings received by the full-time employee, and seventy percent (70%) of the salary which the employee would otherwise have earned during the period. For part-time employees this will be based on the employee's earnings averaged over twenty-six (26) weeks immediately prior to the commencement of the leave, or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment.

15.10 Domestic or Sexual Violence Leave:

The Employer shall grant up to ten (10) days of leave and up to fifteen (15) weeks of leave in each calendar year where an employee or an employee's child experiences domestic or sexual violence or the threat of domestic or sexual violence. The first five (5) days of such leave in each calendar year are paid days.

15.11 In addition to the leaves listed in this article, employees may also be entitled to additional leaves under the Employment Standards Act, 2000. A list of the additional leaves available as of the date of this agreement are included in the Letter of Understanding Unpaid Leaves of Absence.

ARTICLE 16 – JOB POSTINGS

16.01 It is the policy of the Employer to promote from within where possible and reasonable to do so. In such a case permanent vacancies in the bargaining unit and vacancies for contract positions which are expected to continue for at least one year will be posted on bulletin boards throughout the Employer's operations as well on the Employer's electronic system (HRIS). Postings shall contain the job title, current salary range, salary level, seniority group, location, and where applicable, a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Employer. The Employer agrees not to refer prospective new employees to a hiring supervisor or department head until all internal applications have been fully processed. The Employer will make every

reasonable effort to post such vacancies within ten (10) working days of written notification by the employee leaving the position.

In addition, where possible and reasonable to do so, the Employer will post new positions as funding becomes available.

16.02 Equity Hiring: The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. The parties recognize that an Equity Hiring program can serve to eliminate systemic barriers for Frist Nations, Inuit and Métis Peoples and equity groups. The parties agree that the Employer shall:

1. Collect and maintain up-to-date Workforce Census Data with updates provided to the Union every six (6) months. The Employer and the Union will encourage employees to complete and/or update their employment equity survey in the HRIS.

2. Analyze the Workforce Census Data by classification and department/branch to determine whether representation by First Nations, Inuit and Métis Peoples and equity groups is improving or being maintained, while maintaining confidentiality of employees. The results of the analysis will be shared with the Union.

3. Meet with the Union every six (6) months to identify and mutually agree to designated bargaining unit positions to be filled following the Employment Equity Hiring Strategy as agreed in

the Letter of Understanding: Employment Equity Hiring Strategy and to review this Strategy.

16.03 Vacancies shall be posted for a period of eight (8) calendar days and employees bidding on job vacancies must make application in writing and this must be received by the Human Resources Department no later than the eighth (8th) day. It is understood that such applications may be made via the Employer's electronic mail, facsimile systems or any other tool or technology provided by the Employer for the purpose of submitting applications. Such applications shall be deemed to have been received the date they are received in the Human Resources Department.

16.04 Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, leaves of absence (excluding Pregnancy leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Employer which include the temporary reassignment of any employee. Vacancies exceeding ninety (90) calendar days will be posted and the Employer may, at its discretion, post such temporary vacancies as secondment opportunities.

Employees seconded to bargaining unit positions on a temporary basis shall retain the right to return to the position held immediately prior to the secondment.

16.05 It is understood that where a vacancy arises, the filling of which shall not result in any increase in complement, the Employer may first transfer, without posting,

employees to positions within the same department, having the same salary level and classification, providing the duties and responsibilities are generally the same. It is also understood that employees in contract positions who have been employed for more than one (1) year and new permanent employees hired to fill temporary vacancies, whose term of employment has come to an end, will be transferred to vacant permanent positions at their former classification and salary level, within the bargaining unit, which they are qualified and able, without training, to perform. In these circumstances, the vacant positions to which the employees are transferred will not be posted. If there are no vacancies to which these employees could be assigned, such employees will be able to exercise their seniority rights in accordance with the Article on Layoff and Recall.

"Within the same department" means movement within the same Branch or in the case of centrally administered/locally delivered services/programs, it shall mean movement within the same service/program.

Wherever possible, when the Employer initiates staff changes through transfers, appointment shall be made of the affected employee(s) with greatest seniority where there exists high interest in the position(s) in question. Where there exists no interest in the position(s) in question, appointment shall be made of the affected employee(s) with the least seniority, unless it is determined by the Employer that doing so compromises team balance or unless service needs

dictate otherwise. **The Union shall be copied on notifications to affected employees.**

16.06 Without prejudice or precedent to any other Article or provision of this Collective Agreement, any temporary or contract employee hired to cover the leaves of absence under Article 15.02, or any resulting vacancies related to Article 15.02, shall be exempt from Article 22.02, the "roll-over" provision of the Collective Agreement. For clarity purposes, temporary and contract employees hired to cover the leaves of absence under Article 15.02 shall have all other rights under Article 22.02. Temporary job postings under this clause shall indicate on the job posting that the contract is exempt from Article 22.02 "rollover".

16.07 In matters of promotion and staff transfer, appointment shall be made of the senior qualified applicant.

In matters of promotion into Level 12** classification, the Employer shall consider the three (3) senior qualified bargaining unit applicants. Where qualifications, skill and ability are relatively equal among the three (3), such promotions shall be made on the basis of seniority.

If among the three (3) senior qualified bargaining unit applicants for the Level 12 ** classification there is a bargaining unit employee for whom the position would represent a transfer, the transfer shall be the successful applicant.

16.08 If the vacancy is not filled on the foregoing basis, the Employer may consider any other applicants and

where, in the Employer's opinion, there are no applicants who are qualified, without training, to perform the duties and responsibilities of the job in question, fill such vacancy at its discretion.

16.09 The Employer agrees that where a vacancy within the bargaining unit has been posted and the vacancy is subsequently filled, all applicants will be advised in writing of the name of the successful applicant within seven (7) days of the appointment where possible and reasonable to do so. In any case, the Employer will advise the Union in writing of the names of the applicants and identify the successful applicant, if any, within seven (7) days of the applicant's appointment to the position.

16.10 The Employer need not consider any applicant to a posting who has, within the prior six (6) month period, successfully bid on a vacancy. The Employer will not withhold the application of a candidate based on this provision when an employee has successfully posted into a temporary position and then applies within this timeframe for a permanent vacancy.

16.11 The Employer agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

ARTICLE 17 – QUALIFICATIONS

17.01 i) 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.

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

17.02 There will be no requirement for any bargaining unit member to become a member of a regulatory body (i.e. College) unless required by law.

17.03 Where legislation requires employees to become members of a regulatory body (i.e. College), employee(s) will be granted paid time off from their regularly scheduled hours to write any necessary exams. Seniority shall continue to accrue during any such leave.

17.04 Where the Employer is required to make a mandatory report to a regulatory body (i.e. College) relating to an employee, a copy of the report shall be immediately forwarded to the employee and the Union.

17.05 NEW

Where legislation requires Employees to obtain any type of police records check, the Employer will cover any costs. In addition, should the Employee be required to appear in person to obtain the check, the Employee will be granted paid time off.

ARTICLE 18 – STAFF TRAINING AND DEVELOPMENT

18.01 It is the intent of the Employer to develop and implement appropriate and relevant Staff Training and Development programmes and/or information to provide an opportunity for employees to upgrade their skills and knowledge in areas directly related to their work, including but not limited to familiarization with Employer policy and procedures.

18.02 The Employer shall provide core equity, anti-racism anti-oppression practice training to employees that discusses privilege from an intersectional lens which integrates White privilege and all forms of oppression and privilege that shape values, biases, power relations and perceptions that informs interactions with service users as well as staff. The Employer shall provide training and learning opportunities to all employees on an annual basis that is responsive to the most current developments in equity, anti-racist and anti- oppressive practice.

18.03 Where compulsory or voluntary "in house" training sessions are made available to employees in accordance with training calendars as issued by the Employer, time during regular work hours spent by employees in attendance will be paid for at the employee's normal rate of pay on a straight time basis. Time spent outside of regular work hours by employees in attendance at job related training will be paid for at the employee's normal rate of pay on a straight time basis.

18.04 Where an employee and supervisor identify additional training or developmental needs which may be met by attendance at a conference, workshop, or seminar outside of the Employer's own training program, and the necessary funds are available, the Director may authorize attendance by the employee. The Employer recognizes that pre-retirement education is an appropriate training subject to be dealt with under this section.

18.05 In such cases the Employer may pay registration and/or conference fees, and when the conference, workshop or seminar is held in another city, the Employer may also pay reasonable transportation and lodging where required as well as necessary out of pocket expenses in accordance with normal practice. Additionally, employees will suffer no loss of pay as a result of such attendance should all or part of the training require their absence during regular working hours.

ARTICLE 19 – TRANSPORTATION

19.01 It is recognized that a number of employees covered by this Agreement are required as a normal part of their duties and responsibilities to operate **automobiles**. Those employees so required to drive as part of their normal job duties shall hold valid drivers' licenses of the Class required. The Employer has a number of **automobiles** for use by employees and employees authorized to operate and assigned to such vehicles shall comply with the procedures established from time to time with respect to their use.

All **automobiles** maintained by the Employer shall be maintained on a regularly scheduled basis to ensure their level of safety.

19.02 Where an employee is authorized to use their own car on approved Employer business including driving to assigned duties away from their accustomed work location they shall be paid a travel reimbursement in the amount of sixty cents ($0.60) per kilometer effective the date of ratification. Effective April 1, 2024, this travel allowance will be increased to sixty-two cents ($0.62) per kilometer; the amount contained herein cannot exceed the Canada Revenue Agency (CRA) annual prescribed rate for mileage.

It is understood and agreed that employees authorized to use their personal cars on the Employer's business shall disclose work related usage to their personal insurance carrier and maintain appropriate property and liability insurance in an amount not less than one million dollars ($1,000,000). The Employer agrees to pay the employee a flat amount of thirty-nine dollars ($39) per month effective the month following ratification and increasing to forty dollars ($40) per month effective April 1, 2017 for provision of required insurance. This amount is to be shown on the monthly travel account for payment in accordance with the normal practice of the Employer. Employees shall be paid this car insurance subsidy on a monthly basis, regardless of whether mileage is claimed.

In the event that employees are absent from work, the Employer will continue to reimburse those employees who were authorized to use their personal cars on the

Employer's business, as above for a period of ninety (90) days following the initial date of absence.

All claims for travel and insurance reimbursements must be submitted for payment to the claimant's supervisor no later than two months following the budget year in which the expense was incurred.

Employees who are required as a part of their regular duties to transport infants and toddlers in their own cars, must provide a bolt for attachment of the infant and toddler seats. In these circumstances, the Employer shall reimburse the employee for the cost of seat bolt installation and make infant and toddler seats available for employees.

19.03 The Employer maintains limited free parking at a number of its locations in Toronto. Where such free parking at the employee's normal reporting location is not available, employees authorized to use their vehicles on approved work related business shall be reimbursed for the cost of public parking. Employees shall provide receipts. Exceptions to the provision of a receipt will be considered by the Employer and will not be unreasonably denied.

19.04 Should an employee's car be damaged or vandalized in the normal course of their duties, the Employer will reimburse the employee the cost of any repairs not otherwise paid for by any other source, up to the lesser of the employee's comprehensive insurance deductible amount or one thousand two hundred and fifty dollars ($1,250), provided the employee advised their supervisor within forty-eight (48) hours of the incident

and the resulting damage, and provided the employee supplies the Employer with information regarding their comprehensive car insurance and proof that they have submitted an insurance claim or proof of the repair and the cost thereof. The Employer may require estimates for the costs of repair of the damage.

19.05 Where an employee is required to own or have access to a vehicle for use on approved Employer business, and such requirement is a term and condition of employment, this requirement is waived through the applicable probationary period. It is understood that failure to have access to **an automobile** will not be grounds for an extension of the probationary period.

Note: It is understood by the parties that for the purposes of this Article, **only automobiles will be used for the transportation of clients and employees for CAST business.**

19.06 Employees authorized to use their personal **automobiles** for the Employer's business shall be reimbursed for toll charges upon provision of appropriate documentation.

ARTICLE 20 – SICK LEAVE

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

In determining eligibility for sick leave hereunder, the Employer shall take into consideration other than purely physical illnesses such as severe stress, anxiety or psychological exhaustion resulting directly from an employee's performance of job duties.

(a) Sick leave shall accumulate on the basis of one and one-half (1 1/2) days per calendar month of active employment for all full-time employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days regardless of service.

Sick leave shall accumulate on the basis of one and one-half (1 1/2) days per calendar month of active employment on a prorated basis for all permanent part-time employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days on a prorated basis regardless of service.

(b) All permanent employees shall be credited on date of hire, in addition to (a) above, with five (5) days of sick leave credit, prorated for permanent part-time employees.

(c) All full-time and permanent part-time employees who have completed three (3) calendar months' continuous service and all new employees who complete three (3) calendar months' continuous service shall, in addition to the foregoing, be entitled to sick leave credits at 66 2/3% of their regular straight time salary for a period not to exceed one hundred (100) days. It is understood,

however, that any sick leave under (a) and (b) above, shall first be exhausted and deducted from the one hundred (100) day maximum.

(d) A full-time and a permanent part-time employee returning to work following an illness shall retain any unused sick leave credits and resume accumulation under Subsection (a) above; additional sick leave credits as provided under (c) above shall again be available on completion of thirty (30) consecutive days with a minimum of fourteen (14) hours of work per week as part of a graduated return to work plan following a return to work from illness.

(e) Sick leave credits provided herein shall continue to accumulate during an employee's illness up to the month the employee goes on to Long Term Disability, provided the employee is covered under such plan, otherwise to a limit of three (3) months following the commencement of any illness. It is understood sick leave is not payable during the period an employee is receiving benefits under the Long Term Disability Plan.

(f) i) Full-time employees regularly employed for more than twenty-four (24) hours but less than full-time shall be entitled to sick leave in accordance with all of the foregoing provisions prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification; such proration shall apply only to the rate of accumulation.

ii) Permanent part-time employees shall be entitled to sick leave in accordance with all of the foregoing provisions prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification; such proration shall apply to the rate of accumulation and to total sick day entitlements above.

(g) Notwithstanding Article 20.01, permanent part-time employees, as defined in this Agreement, employed as of October 8th, 2003, whose sick leave has been calculated without proration of the one hundred (100) day maximum accumulation will continue to accumulate sick leave in that manner until such time that their employment status changes.

(h) The Employer may at its discretion, request a medical certificate as a condition for the payment of any sick leave hereunder and/or as evidence of the fitness of an employee to return to work after a period of illness of three (3) consecutive days or more, or if reasonably justified in the case of absences that are less than three (3) consecutive days. Employees will co-operate reasonably in agreeing to the release of any pertinent medical information.

Should the Employer require an employee to obtain a medical certificate, the Employer shall reimburse the employee for the cost of the medical certificate **within thirty (30) days of the date that**

Human Resources receives and confirms receipt of proof of payment documentation.

20.02 The Employer shall forward to the Union any employees' portion of the **EI** Premium Reduction Program rebate from **Service** Canada.

ARTICLE 21 – VACATIONS

21.01 All full-time and permanent part-time employees with less than one (1) year's continuous service as of May 31st shall be entitled to vacation with pay at their regular rate of pay as set out in Table A attached hereto. Days are prorated for permanent part-time employees.

21.02 (a) All full-time and permanent part-time employees, after one year of service will be entitled to four (4) weeks of vacation.

(b) All full-time and permanent part-time employees shall, in the calendar year in which their ninth (9th) anniversary falls, be entitled to an additional working day of vacation for each additional year of completed service up to an aggregate of twenty-five (25) working days.

(c) All full-time and permanent part-time employees shall, in the calendar year in which their twentieth (20th) anniversary falls, be entitled to an additional working day of vacation for each additional year of completed service up to an aggregate of thirty (30) working days.

Effective June 2007 all full-time and permanent part-time employees shall, in the calendar year in which their sixteenth (16th) anniversary falls, be entitled to an additional working day of vacation for each additional year of service up to an aggregate of thirty (30) working days.

It is understood that the days are prorated for permanent part-time employees.

21.03 Temporary employees shall be entitled to eight percent (8%) of their gross earnings in lieu of vacation or equivalent in paid vacation days off.

21.04 Employees regularly employed for more than twenty-four (24) hours per week but less than the normal schedule of hours for the classification in question shall be entitled to vacations in accordance with the foregoing but their vacation pay shall be prorated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.

21.05 An employee who is absent from work and not receiving pay from the Employer for a period in excess of one (1) month on any qualifying year (June 1st to May 31st) shall have their vacation pay prorated, for such unpaid absences except in leaves identified in Article 15.02 and WSIB leaves, to be clear that in these circumstances the amount of vacation accrued shall not exceed the equivalent of an employees' one (1) year entitlement, unless required by law.

21.06 The Employer shall post a notice not later than November 30th of each year for the purpose of allowing

each employee to signify the time at which they wish to take their annual vacation for the following calendar year inclusive of the period up to **February** 14 of the proceeding year. **Notice shall also be sent to those Employees on Medical Leave, using their personal email addresses.** It is agreed that each employee will notify their Supervisor of their preferred dates for their annual vacation for the following calendar year, such notification to be given no later than January 15th of each year. Supervisors will review requests and approve vacations in accordance with the wishes of the employees, the needs of the Employer and in accordance with Article 21.07. The approved vacation schedule will be posted electronically by February 15th of each year. For example, when submitting vacation requests not later than January 15, 2024, it would be for the period of February 15, 2024 up to and including February 14, 2025.

21.07 Vacations shall be taken at a time scheduled by the Employer taking into consideration the wishes of the employee and service requirements, it being understood that no vacation shall be scheduled during the probationary period for full-time employees, or during the first three (3) months of employment for part-time employees. Notwithstanding the foregoing, the Employer may, under special circumstances, grant leave of absence without pay to an employee during the probationary period where such request was made at the time of employment. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of vacation time, consideration shall be given to the respective seniority of such employees, their vacation preferences

in prior years and staffing requirements in the final determination of the vacation schedule.

21.08 In termination of employment prior to the completion of the probationary period an employee shall receive eight percent (8%) vacation pay. On termination of employment following the completion of the probationary period an employee shall receive vacation pay in an amount calculated in accordance with Table A attached hereto.

21.09 Vacations shall normally be taken in the calendar year for which they are earned. By agreement of the Employer, an employee's vacation or part thereof may be carried over to the following year providing it is completed by the end of the pay period in which March 31st falls. Such agreement will not be unreasonably withheld.

Employees returning from a medical leave shall be entitled to carry over any unused vacation entitlements for a period of twelve (12) months.

21.10 Before commencing vacation, each employee shall co-operate with respect to the completion of any urgent job requirements.

NOTE: See Letter of Understanding: Guidelines Respecting the Administration of Article 21.10.

21.11 Bereavement While on Vacation: In the event that a situation occurs during the period of vacation which the employee otherwise would have been entitled to use Bereavement Leave, Article 15.07, on application from

the employee to their supervisor, credit will be restored to a maximum of five (5) vacation days in accordance with that entitlement. Application will also be considered for special circumstances and such applications shall be made to the Chief Human Resources Officer.

21.12 NEW
Serious Illness or Injury During Vacation

(a) Where an Employee is hospitalized due to serious illness or injury, or confined by order of a physician during a scheduled vacation period, the Employee shall be entitled, upon request and submission of satisfactory medical documentation to the Chief Human Resources Officer or HR Designate, to have the period of hospitalization or medical confinement reclassified as sick leave.

(b) "Hospitalization" shall mean admission to a hospital as an inpatient or receipt of emergency care resulting in medical incapacity certified by a licensed physician.

(c) The Employee must notify the Employer as soon as reasonably possible and provide satisfactory medical documentation confirming the dates of hospitalization and medical incapacity within ten (10) calendar days of their return to work.

(d) Any vacation days reclassified under this provision shall be reinstated to the Employee's vacation leave balance.

ARTICLE 22 – TEMPORARY, CASUAL OR CONTRACT EMPLOYEES

Full-Time Employees

22.01 It is recognized that, from time to time the Employer engages the services of temporary or contract employees other than those currently excluded under Article 2.01 of the Collective Agreement to cover absences of regular staff due to vacations, illness, leaves of absence, secondments or to perform special projects.

22.02 For purposes of clarity, the intermittent employment of persons as subs and relief shall not be covered by the provisions of the Collective Agreement. Where the full-time employment of persons as subs and relief does not or is not expected to exceed three (3) continuous calendar months, they shall not be covered by the provisions of the Collective Agreement. Other persons referred to in the foregoing paragraph and subs and relief employed on a full-time basis in excess of three (3) continuous calendar months shall be covered by the provisions of the Collective Agreement except as provided herein:

(a) Where such employment is less than one (1) year, or less than two (2) years for a temporary employee hired to cover an absence due to Article 15.05 (Education leave) and Article 30.01 (LTD) and any resulting temporary vacancies, such persons may be terminated or laid off without regard to seniority notwithstanding the provisions of the Collective Agreement. If their employment

continues on a full- time basis in excess of one (1) year, or in excess of two (2) years for a temporary employee hired to cover an absence due to Article 15.05 and 30.01 and any resulting temporary vacancies, or where such continuous employment is less than one (1) year or less than two (2) years for a temporary employee hired to cover an absence due to Article 15.05 and 30.01 and any resulting temporary vacancies, and they become a successful candidate pursuant to Article 16 of this Agreement, the Employer agrees to credit them with actual seniority accrued during such temporary, or contract employment, following which all of the provisions of Article 10 shall apply.

(b) Where such employment is less than one (1) year, or less than two (2) years for a temporary employee hired to cover an absence due to Article 15.05 and 30.01 and any resulting temporary vacancies, they shall not be entitled to income maintenance provisions of the Collective Agreement and Article 30 shall have no application. Employees may elect to receive eight percent (8%) of their gross earnings in lieu of vacation and take the equivalent unpaid time off, or the equivalent in paid vacation days off. They shall be entitled to earn one (1) special leave day with regular pay after each three (3) continuous months worked. Such special leave day(s) to be selected by the employee subject to supervisory approval. They shall be entitled to earn hours equal to one (1) authorized absence day with regular pay after each two (2) continuous months worked. Such authorized absence day(s) or

hour(s) to be requested by the employee in writing at least two weeks in advance, except in the case of emergencies where the employee will give such notice as soon as is practical. The Employer will grant such leave subject to its ability to provide necessary service coverage. They shall be entitled to earn sick leave on the basis of one and one half (1 1/2) days per month worked to a maximum accumulation of eighteen (18) working days. This shall represent the full entitlement with respect to sick leave. The employee shall be entitled to bereavement leave in accordance with Article 15.07. The Employer shall pay three percent (3%) on regular wages in lieu of pension.

22.03 The Employer agrees to provide the Union on a bi-monthly basis with a list of all temporary and contract employees consistent with Article 22.01, the reasons why the employee was hired and the intended length of the employee's term of employment.

Part-time Employees

22.04 It is recognized that, from time to time the Employer engages the services of temporary or contract employees to cover absences of permanent part- time staff due to vacations, illness, leaves of absence, secondments or to perform special projects.

22.05 (a) Where such temporary or contract part-time employment is less than one (1) year, or less than two (2) years for a temporary employee hired to cover an absence due to Article 15.05 (Education leave) and Article 30.01 (LTD) and any resulting

vacancies, such persons may be terminated or laid off subject to the applicable provisions of this Agreement. If their temporary or contract employment continues in excess of one (1) year or in excess of two (2) years for a temporary employee hired to cover an absence due to Article 15.05 and 30.01 and any resulting temporary vacancies, or where such employment is less than one (1) year or less than two (2) years for a temporary employee hired to cover an absence due to Article 15.05 and 30.01 and any resulting temporary vacancies and they become a successful candidate pursuant to Article 16 of this Agreement, the Employer agrees to credit them with actual seniority accrued during such temporary employment, following which all of the provisions of Article 10 shall apply.

(b) Where such temporary or contract employment is less than one (1) year, or less than two (2) years for a temporary employee hired to cover an absence due to Articles 15.05 and 30.01 and any resulting temporary vacancies, they shall not be entitled to income maintenance provision of the Collective Agreement and Article 30 shall have no application. Employees may elect to receive eight percent (8%) of their gross earnings in lieu of vacation or equivalent in paid vacation days off. They shall be entitled to earn one (1) special leave day with regular pay after each three (3) continuous months worked on a prorated basis. Such special leave day(s) to be selected by the employee subject to supervisory approval. They shall be entitled to earn hours equal to one (1)

authorized absence day with regular pay after each two (2) continuous months worked on prorated basis. Such authorized absence day(s) or hour(s) to be requested by the employee in writing at least two weeks in advance, except in the case of emergencies where the employee will give such notice as soon as practical. The Employer will grant such leave subject to its ability to provide necessary service coverage. They shall be entitled to earn sick leave on the basis of one and one half (1½) days per month worked to a maximum accumulation of eighteen (18) working days on a prorated basis. They shall be entitled to bereavement leave on a pro-rated basis in accordance with Article 15.07. The Employer shall pay three percent (3%) of regular earnings in lieu of pension.

22.06 The Employer agrees to provide the Union on a bi-monthly basis with a list of all temporary and contract employees consistent with Article 22, the reasons why the employee was hired and the intended length of the employee's term of employment.

22.07 Notwithstanding Letter of Understanding RE: Layoff and Recall Temporary Full-time and Temporary Part-time employees c), Temporary and contract employees under Article 15.02 shall upon termination of contract have the right to elect to be placed on the recall list for a period of eighteen (18) months and recalled by seniority. An employee will be recalled to an available posting in order of seniority, provided they are qualified to perform the work.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date by which the employee shall indicate that they are to inform the Employer of their intent to accept or reject the recall. If an employee rejects the recall the Employer will have been deemed to have satisfied their obligation for recall and the employee will be removed from the recall list. The employee is solely responsible for their proper address being on record with the Employer.

Temporary and contract employees on contract for twelve (12) months or more, shall receive notice as per Letter of Understanding Layoff and Recall Temporary Full-Time and Temporary Part-time Employees b) and two (2) weeks severance for every twelve (12) months, up to a maximum of twenty-six (26) weeks, upon termination of the contract. To be clear, no employee shall receive severance for the same period of time.

ARTICLE 23 – JOB SHARING – FULL-TIME EMPLOYEES

23.01 (a) Preamble – Job Share

i) Each job sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) half-time positions.

ii) Job sharing will be limited to one (1) bargaining unit position per team or supervisor unless otherwise agreed to by the parties.

iii) Employees shall commit to the job sharing arrangement for a minimum of six (6) months.

(b) Process

When a worker wishes to job share their position the following shall apply:

i) The employee must make a written request to their supervisor. The Employer must be in agreement with the request. The Employer shall render its decision within four (4) weeks of the request. For job sharing requests to be considered, the worker's ability to coordinate workload shall be taken into account. If denied, the Employer shall provide this decision and its reasons in writing.

ii) The Employer shall post internally the job share position in accordance with Article 16.

iii) If there are no successful internal applicants the Employer may hire externally to fill the job share position.

(c) Seniority, Conditions of Work, Remuneration and Benefits

i) Workers involved in job-sharing arrangements shall continue to be members of the full-time

bargaining unit covered by the full-time Collective Agreement as modified by this job sharing agreement.

ii) Seniority, service and benefits shall be prorated for all purposes during the job sharing period.

iii) Union dues shall be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.

iv) All fringe benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the Employer shall only be required to contribute or pay premiums or provide benefits consistent with the Collective Agreement as if there was one employee in the full-time position rather than two. Premium payments required of employees because of job sharing shall be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments must be provided to the Employer as a condition precedent to their participation in the fringe benefit program.

v) Benefit levels (i.e., Accidental Death and Dismemberment, OMERS, Life Insurance and Long Term Disability) shall be related to the gross income of the job sharing employee.

vi) Hours and days of work and specifics of job duties shall be as established by the Supervisor in accordance with service needs from time to time.

vii) The Employer shall not be liable to make any payment in excess of what is required for a full-time employee performing all of the work of a full-time position under the Collective Agreement simply because two (2) employees are sharing the single job. Payments will be shared, not duplicated. This provision shall not apply to Article 11.17 of the Collective Agreement.

viii) Overtime for job sharing employees shall be considered as authorized hours worked in excess of the normal workweek for the full-time position and shall be compensated for as prescribed by Article 11.08 of the Collective Agreement. Overtime compensation shall be shared by the job sharing employee in the same proportion as the overtime is worked by them and in no event shall be greater than if the position was occupied by one (1) employee instead of two (2), i.e., no more than nine (9) hours per worker per Service Return.

(d) Termination by Employees

i) The job sharing arrangement may be terminated with one (1) month's written notice at the request of either employee.

ii) If the original holder of the position terminates the job share arrangement they shall be reassigned to that position on a full-time basis and the employee who posted into the position shall be transferred to a comparable position within the Employer.

iii) If the employee who posted into the job share terminates the job share arrangement they shall be transferred into a comparable position within the Employer. The original holder of the position may revert to the position full-time, or, should they choose to continue with the job share arrangement, Article 23.01 (b) ii) and iii) shall apply.

When an employee in a job-sharing arrangement returns to full-time employment they shall have their sick leave credits earned prior to the job share arrangement reinstated.

The Employer shall advise the Union on an ongoing basis of all Job Shares which have commenced or discontinued under the terms of this Agreement.

ARTICLE 24 – DENTAL PLAN

24.01 The Employer agrees to provide a Dental Care Plan, integrated with Major Illness Benefit, and to pay one hundred percent (100%) of the premium towards coverage of all eligible full-time employees covered by this Agreement. Such plan will be with **GreenShield** (or

provision of comparable coverage with another carrier) and will continue during the term of this Agreement.

Premiums payable by the Employer shall be prorated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

This Plan will provide coverage at the current year O.D.A. rate effective thirty (30) days following date of ratification.

The Employer agrees to enhance the dental plan to include coverage for crowns, bridges and dentures. Reimbursement will be at fifty percent (50%) to an annual combined maximum of two thousand six hundred and fifty dollars ($2,650).

The Employer agrees to include orthodontic treatment. Reimbursement will be at 50% to a life time maximum of two thousand six hundred and fifty dollars ($2,650).

ARTICLE 25 – MAJOR MEDICAL BENEFIT PLAN

25.01 The Employer agrees, during the term of this Agreement to continue to pay the full cost of premiums towards coverage of all eligible full-time employees under the Major Medical Benefit Plan with **GreenShield** (or to provide comparable coverage with another carrier) subject to the terms and conditions of the plan.

Effective July 1, 2023, it is agreed that the Employer will direct the benefit provider to allow claims from psychotherapists as well as psychologists and social workers. **Psychotherapist and social worker services will be a combined benefit with a maximum of $825 per calendar year. The Psychologist service benefit is a maximum $825 per calendar year.** The Employer will direct the benefit provider to remove Christian Science **Practitioner** from the benefits package.

25.02 The Employer agrees to the provision of a pay direct prescription drug card for employees and eligible dependents with no annual deductible with reimbursement at eighty per cent (80%) on the first two thousand dollars ($2000) of eligible expenses per insured per calendar year and then one hundred percent (100%) for eligible expenses greater than two thousand dollars ($2000) per insured per calendar year. It is agreed that the employee or their eligible dependents will use their pay direct prescription drug card at the time of purchase provided the drug dispenser accepts the card.

25.03 Wellness Strategy

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

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

June 30, 2023 $1,200 and every year thereafter

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

i) have a one year roll-over consistent with CRA rules may be accumulated in a health spending account

ii) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules

iii) be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans

iv) be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix C".

These amounts are non-cumulative.

Any active (full-time and part-time) employees shall be entitled to the Health Spending Account on a pro-rata basis upon successful completion of probation. The amount shall be based on the number of months of service retroactive to their start date until March 31 of the fiscal year.

In addition, effective ratification, it will be provided to employees who are on:

- Pregnancy and/or Parental Leave
- Compassionate Care Leave
- Other Unpaid Leave
- WSIB
- LTD to a maximum period of two (2) years
- Union Leave

The details relating to the eligibility of expenses covered by the Health Spending Account shall be in accordance with Canada Revenue Agency's rules regarding eligible medical expenses and the Income Tax Act as well as the terms and conditions of the relevant plan.

ARTICLE 26 – VISION CARE

26.01 Effective the first of the month following the date of ratification, the Employer agrees to pay one hundred percent (100%) of the premiums for single and dependent coverage for all full-time eligible employees for a no co-insurance six hundred ($600) every twenty-four (24) months per insured, except for children aged twelve (12) years and under, who shall be eligible for reimbursement every twelve (12) months. This coverage is inclusive of prescription eyeglasses, laser eye surgery and/or prescription contact lenses.

Employees shall be eligible for reimbursement of expenses for eye examinations up to $80 every twenty-four (24) months per insured.

Premiums payable by the Employer shall be prorated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

ARTICLE 27 – PENSION PLAN

27.01 The Employer agrees to continue in effect during the term of this Agreement the present Ontario Municipal Employees Retirement System (OMERS) plus the existing pension supplements presently provided by the Employer in accordance with existing practice. Permanent part-time employees shall be permitted to participate in the pension plan subject to the terms and conditions of the OMERS pension plan.

Temporary employees can opt to participate in the pension plan subject to the terms and conditions of the OMERS pension plan.

ARTICLE 28 – LIFE INSURANCE

28.01 The Employer agrees, during the term of this Agreement, to continue to pay the full cost of premiums towards coverage of all eligible employees under the group life insurance plan with **Desjardins** (or to provide comparable coverage with another carrier) providing for basic life insurance equal to two and one-half (2 ½)

times the annual salary subject to the terms and conditions of the life insurance plan.

ARTICLE 29 – EMPLOYER HEALTH TAX

29.01 The Employer agrees to pay one hundred percent (100%) of the premiums, applicable for single and dependent coverage for all eligible employees.

ARTICLE 30 – LONG TERM DISABILITY PLAN

30.01 (a) The Employer agrees, during the term of this agreement, to continue to pay fifty percent (50%) of the billed premiums towards coverage of all eligible full-time employees under the long term salary continuance plan with the current benefit carrier (or to provide comparable coverage with another carrier) subject to the terms and conditions of the plan.

Premiums payable by the Employer shall be prorated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

(b) An employee who is no longer deemed disabled under the provisions of the disability income maintenance program shall be placed in their former or equivalent position with the Employer.

Notwithstanding the foregoing, where the employee shows medical evidence that they are unable to perform the regular duties of their pre-illness job, the provisions of the Human Rights Act with regards to accommodation shall apply.

ARTICLE 31 – LONG SERVICE **RECOGNITION**

31.01 The Employer agrees to pay a Long Service **Recognition** of six hundred and fifty dollars ($650) (prorated for part-time employees) as a salary bonus for employees who have attained ten (10) years or more of service prior to year-end December 31st. Such **payment** shall be payable in the last pay period prior to Christmas in any year by separate direct deposit.

It is understood that all permanent full-time and permanent part-time employees who attained the required amount of years of service prior to year end December 31st who retire or voluntarily terminate their employment with the Employer during the year will receive on a one time basis only, the Long Service **Recognition** in the amount as outlined above, on a prorated basis, minus statutory deductions. For permanent full-time employees, the **payment** will be prorated by the number of completed months of service during the calendar year; for permanent part-time employees, the **payment** will be prorated by the number of completed months of service during the calendar year as well as the proration of hours worked during the week.

ARTICLE 32 – BENEFITS FOR EARLY RETIREES

32.01 The Employer agrees to provide coverage to retirees for the benefits provided in Article 25, Major Medical Benefit Plan; Article 24, the Dental Plan; and Article 26, the Vision Care Plan of the Collective Agreement, subject to the following provisions:

(a) the Employer will pay for the cost of the above benefits based on the following formula: the percent of premium paid would be two (2) times the employee's years of service with the Employer at early retirement;

(b) this applies only to retirees between the ages of 55 and 64 inclusive and would include current and future retirees between these ages.

Premiums payable by the Employer shall be prorated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium.

ARTICLE 33 – PAID HOLIDAYS

33.01 Employees shall be entitled to the following holidays with pay:

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

Canada Day Boxing Day

33.02 Full-time employees shall be additionally entitled to four (4) special leave days, prorated for part-time employees. Special leave days for the current year should be taken before the end of the first pay period in December.

Next year's complement will be added in the following pay run. The Employer will advise employees in writing in the month of October of the cut off date.

33.03 (a) Holiday pay, for full-time employees will be computed on the basis of the employee's regular pay received had there been no holiday.

(b) Holiday pay for permanent part-time employees, will be computed as Statutory Holidays as per the Ontario Employment Standards Act.

33.04 In order to qualify for pay for the holiday concerned, the employee must work the full schedule of hours of work on the work days immediately preceding and immediately following the holiday unless absent for all or part of such days for reasons satisfactory to the Employer.

33.05 Any employee required to work on any holiday set out in Article 33.01 above, shall be paid at two (2) times the employee's regular straight time hourly rate. Employees shall be entitled to a day off with pay at a time established by the Employer and satisfactory to the employee, as soon as possible following the holiday.

Statutory holidays for the current year must be taken before the end of the first pay period in December.

33.06 Pursuant to Article 33.02 and in recognition of the diversity of the workforce, employees shall be entitled to five (5) consecutive days off, inclusive of allotted special leave days. These days may be taken at a time important to the employee subject to the Employer's ability to maintain necessary service coverage.

ARTICLE 34 – BULLETIN BOARDS

34.01 The Union shall have reasonable access to bulletin boards throughout the premises of the Employer for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Labour Relations Manager prior to posting and the Employer retains the right to approve any material posted herein.

ARTICLE 35 – T4 SLIPS

35.01 The Employer agrees that the total amount of any monthly Union dues deducted in the calendar year shall be identified on the T4 Slip provided by the Employer.

ARTICLE 36 – EMPLOYEE PROTECTION

36.01 The Employer agrees to continue in effect during the term of this Agreement the present comprehensive

liability insurance providing incidental professional liability and other coverage at no cost to the employees or to provide comparable coverage with another carrier.

36.02 This legal liability protection specifically includes the situation where an employee or former employee who:

(a) Is criminally charged for conduct alleged to have occurred during the discharge of their assigned duties as an employee, and is acquitted of the charges. Insurance protection will not require the payment of the deductible by the employee and will cover reasonable costs and expenses incurred directly in the defense of the criminal charges up to thirty-five thousand dollars ($35,000). The Employer agrees to pay all expenses for legal defense action that exceeds the insurance policy.

(b) Is being sued in Civil courts for conduct alleged to have occurred during the discharge of their assigned duties as an employee. Insurance protection will not require the payment of the deductible by the employee and will cover a reasonable costs and expenses incurred directly in the defense of the civil suit. Reasonable costs and expenses for employees not exonerated in civil court will be paid, provided they continue to be covered by the Employer's liability insurance policy.

(c) Where an employee is subject to an investigation or discipline hearing before any administrative tribunal or disciplinary body external to the Employer for conduct alleged to have occurred in

the course of their authorized duties providing child welfare services, the Employer will pay the reasonable costs for legal representation, including preparation up to a limit of ten thousand dollars ($10,000) per occurrence, provided that such money shall be repaid in the event the employee is not exonerated.

(d) Where an employee is being investigated by the police for conduct alleged to have occurred in the course of their authorized duties providing child welfare services, the Employer will pay the reasonable costs for legal representation up to a limit of ten thousand dollars ($10,000) per occurrence, provided that such money shall be repaid in the event the employee is convicted.

The employee shall be entitled to a solicitor of their own choice, provided the solicitor is a member of the Bar.

In the event the employee is convicted of a criminal charge, the Employer reserves the right to recover all or any portion of the legal costs paid.

The Employer agrees that in situations where criminal charges have been laid against an employee and on review the Employer is satisfied that the employee has carried out the Employer's mandate and/or service in good faith, in a professional manner; and provided that the employee has not committed a serious breach or dereliction of said duties and/or responsibilities, the employee shall continue to accrue seniority and service and be entitled to either:

- A leave of absence with full pay and benefits provided for under this Collective Agreement; or

- Another position 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.

36.03 The Union will be provided with current copies of legal liability master insurance policies. The Union will be notified, in advance, of any change in the carrier.

ARTICLE 37 – ACCESS TO PERSONNEL FILES

37.01 The Employer agrees to provide written evaluations of employees after completing their probationary period and annually thereafter, which shall be solely for the purposes of development of the employee concerned. Failure to receive the evaluation shall be grievable. The content of such evaluations shall not be grievable. Written evaluations which are to be filed in the employee's personnel file, shall be shown to the employee in advance. The employee may add the employee's views to such evaluation before it is filed and shall receive a copy which shall be signed by the employee and their supervisor and dated. The employee's signature shall indicate only that the evaluation has been seen and discussed with their supervisor. It is understood and agreed that evaluations are not disciplinary in nature.

37.02 Any employee shall have reasonable access to their Personnel file for the purpose of reviewing any evaluation, formal disciplinary notations and other documents contained therein.

37.03 Disciplinary letters and letters of counselling (non-disciplinary) shall be removed from an employee's personnel file, and supervisors shall remove any copies they have retained, after eighteen (18) months provided there are no further disciplinary actions of a similar nature, **regardless of their participation in any grievance/arbitration/mediation process.**

Should an employee be discipline free for fifteen (15) months of active work, they may apply in writing to the Chief Human Resources Officer requesting, with reasons, early removal of the discipline from all files. Such request will not be unreasonably denied. The employee will be advised of the outcome within ten (10) working days of having made the request.

37.04 Copies of any disciplinary letters or letters of counselling (non-disciplinary) placed on a personnel file will be forwarded to the Union as soon as practicable.

ARTICLE 38 – RETROACTIVITY

38.01 An employee who has retired from their employment between the termination date of the previous Agreement and the ratification date of the new Agreement shall receive the full retroactivity of any increases in wages, salaries or other prerequisites consistent with the applicability, terms and

implementation dates determined through the negotiation process.

ARTICLE 39 – VOLUNTEERS

39.01 The Employer and the Union value the contributions of Volunteers towards the goals of the Employer and agree that Volunteers will not cause any reduction in hours to regular full-time or permanent part-time employees.

This Article shall in no way alter, modify reduce or fetter the ability of the Employer to exercise its rights under Article 6.01.

ARTICLE 40 – JOINT HEALTH AND SAFETY

40.01 (a) The Employer will employ sound theory and practices in its efforts to promote employee health and safety and will give thorough consideration to methods of operation, including the determination of relevant policy and procedures and core training, which support employee health and safety.

(b) All staff of the Employer undertake, collectively and individually, to maintain appropriate standards of health and safety and to comply with all relevant laws, rules, regulations, policies and procedures.

(c) The Employer will give thorough consideration to the development and implementation of

appropriate staff training and development to promote employee health and safety.

(d) The Employer's training for members of the Joint Health and Safety Committee shall be paid for by the Employer and considered as time worked.

(e) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, **as well as physical and mental** injury and illness.

(f) Recognizing its responsibilities under the applicable legislation, the Employer agrees to establish a Central Joint Health and Safety Committee composed of both Co-chairs of all local Joint Health and Safety Committees. The Central Joint Health and Safety Committee shall be co-chaired by the Union's Health and Safety Chair and an Employer Representative.

(g) The Employer agrees to establish Joint Health and Safety committees in workplace locations with twenty (20) or more employees in accordance with the Occupational Health and Safety Act of Ontario. In addition, there will be a Joint Health and Safety Committee to represent the Admission Assessment Residences, Treatment Centre(s) or Residential Program(s). Each committee shall be composed of a minimum of two (2) Union members and two (2) Employer representatives. The Union members shall be appointed by the Union from among the bargaining unit members.

The Union's Health and Safety Chair may attend meetings of each Joint Health and Safety Committee as a non-voting participant, subject to the approval of their Supervisor. Such approval shall not be unreasonably withheld.

(h) The Central Joint Health and Safety Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend to the Chief Executive Officer actions to be taken to improve conditions related to safety and health.

(i) Each workplace Joint Health and Safety Committee shall be responsible for identifying potential dangers and hazards, instituting means of improving health and safety provisions and recommending to the appropriate Director and the Central Joint Health and Safety Committee actions to be taken to improve conditions related to safety and health.

(j) The Employer agrees to provide necessary information including accident reports and other relevant health and safety records in its possession to enable the Committee to fulfil its function. In the event of an accident or incident, the employee may elect to have a copy of the **Employee Incident Reporting** form, which includes their name, provided to the Union.

The Employer agrees to work with the Union to discuss training for supervisors on the **Employee Incident Reporting form** and the importance of

completing the **form** for incidents of psychosocial injury and not only physical injury relation to Article 40.01 (j).

(k) Meetings for both the Central and the Workplace committees shall be held every second (2nd) month or more frequently, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Responsibility for chairing the meetings shall be shared between Employer and Union representatives on the Committee.

(l) Any union representatives appointed or selected in accordance with (g) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for any such representative(s) of any Joint Health and Safety Committee shall be paid by the Employer in accordance with the Occupational Health and Safety Act.

(m) The Union agrees to co-operate reasonably to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(n) The Employer shall maintain its present practice with respect to the supply of protective equipment, clothing, and cleaning supplies. The need for additional protective equipment, clothing or cleaning supplies may be the subject of discussion at meetings of the Joint Health and Safety Committee.

(o) The Employer will conduct joint Health and Safety investigations with the Union where mandated in accordance with the Occupational Health and Safety Act.

40.02 Health and Safety – The parties acknowledge the application of the Occupational Health and Safety Act.

40.03 The Employer shall ensure transportation is made available to the nearest physician or hospital for employees requiring medical care as a result of a work accident and shall be at the expense of the Employer.

40.04 In the event that the employee identifies a safety risk or hazard while in direct performance of their duties the employee shall:

- Immediately bring the matter to the attention of their Supervisor or **Management Designate.**
- **Supervisor or Management Designate will attend and respond to identified safety risks or incidents within a Branch location and take immediate action to address the identified safety risks.**
- Meet with their Supervisor or **Management Designate** and assess the degree of risk ad develop a plan to ensure the safety of the employee while in the performance of their duties.

(i) Such a plan may include, but not be limited to co-teaming with another employee

(ii) Such a plan for Internal Resources may include, but not be limited to the need for additional staff

If the plan involves co-teaming the Supervisor or **Management Designate** will identify and direct another person to co-team with the employee. Employees must be accompanied when a safety risk has been identified.

Safety risks may be the result of, but not limited to recent random violence in the area, recent evidence of drug dealing, client with a criminal record (in the past five (5) years) for violent offences, history of violent behaviour and/or threats made by client.

Where a Supervisor or **Management Designate** is aware of a safety risk, as defined above, the Supervisor will advise the worker of the safety risk and discuss a safety plan in accordance with this Article.

Where a safety plan has been carried out and the Supervisor, **Management Designate** or employee involved believes that it failed to adequately protect the safety of the employee while in the performance of their duties, that Supervisor or **Management Designate** and employee will discuss the matter and consider ways in which safety plans in such circumstances may be improved.

40.05 Workplace Violence and Harassment

While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer also recognizes that the safety of its employees is of primary importance. The Employer shall initiate measures in order to reduce the potential for experiencing workplace violence or harassment within the workplace.

For the purpose of this article workplace violence means the attempted, threatened or actual conduct of that causes or is likely to cause injury, and includes but is not limited to:

- any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury.
- The application of force
- Threats with or without weapons
- Verbal abuse and harassment, which may include psychological harassment, bullying, and harassment on one or more of the prohibited grounds contained in the Ontario Human Rights Code.

Workplace harassment means:

a) Engaging in a couple of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or

b) Workplace sexual harassment

Workplace harassment includes psychological harassment and personal harassment.

Workplace violence or harassment may occur at any place where work is being conducted, including a work location, client residence, or vehicle. Workplace violence or harassment may occur by any means of communication, including by telephone, voicemail, email, text or social media.

In the event that an act of workplace violence or harassment as defined above occurs the following shall be considered (but not limited to) by the Director, Supervisor and employee:

- Transfer of the file or the worker
- The need for additional staff support
- Temporary reassignment of current workload to someone not involved in the incident
- Referral and access to Peer Support or other crisis related counselling. Time spent in Peer Support will be considered time worked
- Accompaniment to the hospital and/or home

Compensation for damage, repair and/or replacement resulting from an act of workplace violence will be provided for items worn or carried by the employee for

reasonable costs, up to a maximum of $1,250 upon provision of a receipt.

All incidents as defined above will be reported to the Central Joint Health and Safety Committee. The Central Joint Health and Safety Committee shall identify issues related to workplace violence and shall make recommendations regarding policy, training and/or other remedies to the Employer.

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. Clients who resort to such behaviours compromise their ability, at least temporarily, to receive service on a collaborative basis from the Employer. Acts of violence 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 be 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 harassment will be considered time worked.

The Employer shall provide mandatory training in procedures for handling potentially violent situations.

The Employer agrees to provide debriefing and post-traumatic stress counselling for individuals who have been exposed to violence or harassment in the

workplace (including secondary trauma and vicarious trauma).

40.06 The Employer agrees to develop a list of qualified investigators that work from a solid intersectional anti-racist anti-oppressive framework.

40.07 Workplace Harassment Investigation Procedures

This Article should be reviewed in conjunction with Chapters 7 (Employee Relations) and 8 (Human Rights and Code of Ethic) in the Human Resources Manual.

The duty of the Employer is to protect a worker from workplace harassment. The process is outlined below:

a) If an employee is experiencing workplace harassment they will report incident(s) to their Supervisor, their Supervisor's Manager, Human Resources or the Union.

b) An investigation is conducted by the Employer of incidents and complaints of workplace harassment that is appropriate based on the circumstances.

c) the Employer Employer is committed to providing confidentiality of the process, i.e. that the information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved will not be disclosed unless:

1. Disclosure is necessary for purposes of investigating the matter;

2. Taking corrective action;

3. As required by law.

d) That the worker who allegedly experienced workplace harassment and the alleged harasser, if they are an employee of the Employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation with copy to the Union.

e) Bargaining unit employees are advised of their right to union representation during any investigation into a complaint of workplace harassment.

40.08 Ergonomics

The Employer agrees to provide information and training where appropriate to employees regarding ergonomically safe work practices, equipment and furniture.

When further assistance is required and supported by medical documentation the Employer agrees to make reasonable accommodations where possible and will seek expert consultation as required.

The Employer will take into account ergonomic features when there is a need to purchase equipment or furniture or whenever the physical workplace environment is being re-designed.

40.09 Emergency Control of Hazard

When emergency action is required to control or eliminate a hazard that is dangerous to the safety or health of workers, only those trained in the appropriate type of response will be asked to control or eliminate the hazard.

40.10 Domestic Violence

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

40.11 The Employer will ensure that there are a minimum of two (2) workers on shift between 11pm and 7am when there are children/youth placed at the Moberly Program.

ARTICLE 41 – TECHNOLOGICAL CHANGE

41.01 The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of significant technological changes which may have an effect on bargaining unit employees.

By the same token, if the Employer is considering the introduction of significant technological change which

will have an effect on bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union.

At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on the working conditions and terms of employment of the employees affected.

No employee covered under the terms of the Job Security provisions contained within this Agreement, shall be laid off or have their regular hours reduced because of the introduction of significant technological change.

Any bargaining unit employee who has their position rendered redundant as a result of the introduction of significant technological change, shall have the ability to exercise their displacement rights pursuant to Article 12.04.

No bargaining unit employee who is displaced from their job due to the introduction of significant technological change will suffer a reduction in salary as a result of this change.

Training provided with respect to the introduction of significant technological change, and as approved by the Employer, shall be given during hours of work whenever possible. Any time devoted to training due to

the introduction of technological change, which has been approved by the Employer, shall be considered as time worked.

ARTICLE 42 – WAGES AND CLASSIFICATIONS

42.01 The classification and wages for persons covered by the Collective Agreement shall, during the term of the Agreement, be as set out in Schedule "D" attached hereto.

42.02 Where a Child and Youth Worker II or III, who has a minimum of three (3) years continuous service in their current position wishes, for the purposes of career development and experience to apply for a Child and Youth Worker position which is classified one level lower, they may apply to the Chief Human Resources Officer to have this position considered as a secondment for a maximum of one (1) year through which they will retain their current salary.

42.03 (a) If a new job is established by the Employer, the Joint Job Evaluation Committee will evaluate the job.

In circumstances where it is impossible for either party to convene the Joint Job Evaluation Committee, or a rating cannot be agreed upon prior to the posting of a newly created job, the Employer will set the initial wage rate. It is agreed that the newly created job will be reviewed by the Joint Job Evaluation Committee no later than three

(3) months after the date that the new job is posted, unless otherwise agreed.

Any increase in rate of pay resulting from such a review shall be retroactive to the start date(s) of the employee(s) in the new position. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay, the procedure set out in Article 42.04 shall apply.

At the request of either party, all newly created jobs shall be re-reviewed by the Joint Job Evaluation Committee within twelve (12) months of the start date of the new job. Any increase in rate of pay resulting from such a review shall be retroactive to the start of the new job. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay, the procedure set out in Article 42.04 shall apply.

(b) Where the duties and responsibilities of an employee's job are changed by the Employer in a substantive manner, so that a job is no longer properly classified and the rate should be changed, either the employee or the Employer may request that the job be reviewed by the Joint Job Evaluation Committee. Any such request must be made within six (6) months of the changes to the duties and responsibilities being made by the Employer. The job will be reviewed by the Joint Job Evaluation Committee no later than three (3) months after the request. It is understood that the

cumulative effect of small changes may result in change "in a substantive manner".

Any increase in rate of pay resulting from such a review shall be retroactive to the date that the request was made which resulted in a re-classification. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay under a changed job as referred to above, the procedure set out in Article 42.04 shall apply with the appropriate changes.

No job will be reviewed under section (b) more than once every twelve (12) months.

42.04 If the parties are unable to agree to the rate of pay for the new occupational classification, the Union may file a policy grievance with respect to the dispute. The Arbitration Board will determine the new rate solely by reference to the job content of the jobs in the seniority group in which the new position has been established. The rate for the new job must conform to the existing wage level and range structure. In order to maintain the integrity and the internal equity of the wage classification system, the Board of Arbitration will be limited to an analysis of the system. External wage and job classification data will not be received or considered by the Board.

42.05 The Employer agrees that should the Ministry of Children, Community and Social Services provide additional funding which is specifically designated to increase salaries, the Employer will first meet with the

Union to discuss the increases. The Employer will increase the salaries as designated on the first pay period following written confirmation from the Ministry of Children, Community and Social Services of the funds to be provided to the Children's Aid Society of Toronto to increase specific salaries.

42.06 The Employer will implement the adjustment of salaries one step on the same pay level for employees who after hire obtain relevant degree, effective the first full pay period in January 2003.

42.07 When a bargaining unit employee is required, on a temporary "acting basis", to perform the primary responsibilities of another position of a higher occupational classification for a minimum period of four (4) consecutive weeks, the bargaining unit employee will be compensated at the rate of a five (5) percent increase over their regular rate of pay or the next highest step on the temporary position's grid, which ever is greater.

Should an employee be required to perform the primary duties of a lower paid classification, they shall maintain their own wage rate.

ARTICLE 43 – WORKLOAD

43.01 The Employer is responsible for providing services in accordance with the Child, **Youth** and Family Services Act to protect children from emotional, sexual and physical harm and neglect. The Employer recognizes that the keys to achieving this goal are the employees.

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members, as it is to the Employer. The Employer recognizes its role in the management of workload on an ongoing basis.

The Employer and the Union acknowledge that workload can fluctuate, and should be reviewed on an ongoing basis with the goal of fair, reasonable and equitable distribution of workload. The Employer acknowledges the important role the Union plays in identifying workload issues.

43.02 The Employer shall:

1. Consider the safety, health and well-being of its employees when assigning work;

2. Provide regular, ongoing supervision as required;

3. Ensure that there is no unreasonable workload imposed on an employee;

4. Ensure that employees vacating any positions are provided reasonable opportunity to complete documentation requirements prior to their last day of work.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an

ongoing basis with the goal of equitable and reasonable distribution of workload. The Employer acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

The Employer undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. This may include, but will not be limited to assigning cases based on equitable distribution of workload, the needs of the Employer, the needs of the branch, individual skill level and experience, current workload and anticipated workload fluctuations.

The following are some of the factors that shall be taken into consideration prior to assigning cases and/or work or assessing workload:

1. individual and team workload

2. number of cases before the court

3. number of high risk cases

4. status of individual recording

5. leaves of absence including vacation and prolonged illnesses

6. complexity of cases

7. high profile or contentious cases

8. **number/level of supported access visits**

9. amount of required driving

10. team and department coverage requirements for operational and service needs

11. linguistic skills

12. field instruction expectations

13. introduction of new technology and systems

14. worker's attendance at training

15. mentoring/onboarding/training new staff

16. number of workers on the team

17. number of reports received full investigation not required and other assignments

18. other employment related duties or assignments

19. additional administrative duties assigned by Supervisor or designate

20. cases being covered

21. committee work expectations

22. work pursuant to the Collective Agreement

23. initial assessment for Kinship Service or Care Placements

24. changes in Ministry standards

25. Agency standards and expectations

The Employer will ensure that employees know what is expected of them by providing ongoing performance feedback and identifying development objectives through regular supervision.

Supervisors shall be responsible for ensuring appropriate coverage for (including, but not limited to): access visits, recordings, client visits, plan of care meetings, court appearances, required home visits, back-up days, etc. during working absences.

In order to meet the service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times, within the timeframes specified within the Child and Family Services Act, regulations and Ministry standards.

The Employer and the Union recognize their shared commitment for the delivery of quality service to children youth and families. Further, it is the mutual responsibility of the employee and the supervisor to ensure compliance with Ministry Standards with respect to case documentation. Without limiting the generality of the forgoing, the supervisor shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed.

The Employer further agrees that supervisors and employees will work together to schedule protected time for employees to complete case documentation and/or work. Such protected days shall be pre-scheduled on a monthly basis and shall be subject to supervisory approval and service needs. Should attendance to service needs result in the cancellation of the protected documentation day, an alternate will be scheduled.

Workload Assessment Process

An employee's supervisor will conduct a workload review within **five (5) working days** when an individual worker reaches within two (2) cases/home/files of the cap or if a worker indicates that their workload is unreasonable.

Workload reviews shall include the following:

- Identifying the factors contributing to the workload issues, including but not limited to those factors listed above;

- Identifying steps and initiating action to reduce the current and future identified workload pressures;

- The supervisor **or designate** will schedule a meeting for the supervisor **or designate** and the employee to discuss these matters within **five (5) working days.** The employee may bring a Union Representative, if available, to such meeting. It is understood that the Union Representative will not

take an active part in the discussion. Any proposed actions will be put in writing within five (5) working days of the meeting;

- If the employee is not satisfied that the workload issues have been resolved, the supervisor will refer the matter to the appropriate Director.

- The Director will schedule a meeting for the Director and employee to discuss the workload issues. The employee may bring a Union Representative, if available, to such meeting. Any proposed actions will be put in writing by the Director within five (5) working days of the meeting, with a copy to the Supervisor;

- The Director will also forward a non-identifying summary of this review to the Joint Workload Committee. This summary will include the employee's job title, location, main reason for the workload assessment request and the Director's response to such request.

The Employer shall, on a monthly basis, forward to the Union a list of all bargaining unit case carrying employees and the total number of cases assigned, including a breakdown of the number of children's files and family files.

43.03 No employee shall be assigned cases when they are on sick leave, vacation or leave of absence.

ARTICLE 44 – COPIES OF THE AGREEMENT

44.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Union will print sufficient copies of the Agreement in booklet form in a Union print shop within thirty (30) days of ratification by the parties. Any costs associated with the printing of the Agreement will be shared equally between the Union and the Employer.

ARTICLE 45 – DUTY TO ACCOMMODATE (NEW)

45.01 Duty to Accommodate – Family Status and Religion

The Employer recognizes its duty to accommodate employees on the basis of family status and religion, and all protected grounds as defined under the Ontario Human Rights Code.

(a) An employee seeking such accommodation shall make a request in writing to their Supervisor as soon as reasonably possible, outlining the nature of the accommodation requested and the family-related needs or religious needs giving rise to the request.

(b) The Employer will schedule a meeting within ten (10) calendar days upon receipt of a Family Status or Religious Accommodation request from an Employee. Following the meeting, the Employer will respond to such request within seven (7) calendar days.

(c) Either party can request an extension of the above timelines, and such requests will not be unreasonably denied.

(d) The Employer, the Employee, and the Union shall work together in good faith to explore reasonable accommodation options, up to the point of undue hardship.

(e) Employees who request accommodation must cooperate in good faith; including answering questions, providing supporting documentation, and consider reasonable accommodation solutions to address the need.

(f) In considering such requests, the Employer shall take into account factors such as the Employee's job duties, operational and service requirements, and available alternatives, while aiming to support work-life balance.

(g) The Employer may request documentation reasonably necessary to assess the accommodation request. All information provided will be treated confidentially and in accordance with applicable privacy legislation.

(h) Where a temporary modification of duties, schedule, or location is approved as accommodation, the terms shall be confirmed in writing and reviewed per pre-established timelines.

(i) If Employee requires an extension to the accommodation, the request must be submitted at least thirty (30) calendar days prior to the pre-established deadline.

(j) Employees must promptly inform both their Supervisor and HR Business Partner (HRBP) in writing of any changes to their personal circumstances that occur during the course of an approved accommodation plan. This includes notifying HR if the accommodation is no longer needed. Upon receiving the update, the HRBP will assess the impact of the change and may adjust or discontinue the accommodation plan as appropriate. Depending on the nature/degree of the change, further consultation may be required with the parties involved.

(k) Employees shall advise Supervisor and HRBP immediately as soon as possible if there are any changes to their position at the Agency; including changing positions, departments or teams, etc. The HRBP will then review the impact of the change on accommodation arrangements. Depending on the nature/degree of the change, further consultation may be required with the parties involved.

(l) Denials of accommodation requests shall be provided in writing, including the reasons for the decision.

(m) This article does not limit the rights of Employees under the applicable Human Rights or Employment Standards legislation.

ARTICLE 46 – DURATION

46.01 This agreement shall remain in full force and effect until the 31st day of March, **2028** and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

46.02 If notice of amendment or termination is given by either party in accordance with Article 46.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.

APPENDIX "A" – UNION REPRESENTATIVEDURING DISCIPLINARY/INVESTIGATION INTERVIEW

I have been advised by my supervisor/department head of my right to have a Union Representative present during this disciplinary/investigation interview, and understand that unless I indicate otherwise, my Union Representative will be present at this disciplinary/investigation interview.

I do not wish my Union Representative to be present during this disciplinary interview.

_____ _____

DATE PRINT NAME

_____ _____

SIGNATURE OF SUPERVISOR/ DEPARTMENT HEAD SIGNATURE OF EMPLOYEE

_____

SIGNATURE OF UNION STEWARD

APPENDIX "B" – UNION AUTHORIZATION FOR PAYMENT

CHILDREN'S AID SOCIETY OF TORONTO
UNION AUTHORIZATION FOR PAYMENT OF AND
UNION COMMITMENT TO REIMBURSE THE EMPLOYER FOR
SALARY AND BENEFITS CONTINUATION
FOR UNION BUSINESS CUPE LOCAL 2316
UNDER ARTICLE 7.04 (b) OF THE
COLLECTIVE AGREEMENT

EMPLOYEE'S NAME: _____

CLASSIFICATION: _____

LOCATION: _____

DATES: _____ to _____

NUMBER OF HOURS: _____

_____

Union President

cc: Supervisor, General Accounting
Human Resources Department
CUPE Local 2316

APPENDIX "C" – HEALTH SPENDING ACCOUNT DETAILS

HEALTH SPENDING ACCOUNT

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

Eligible expenses are those allowable by Canada Revenue Agency (CRA) as amended from time to time. To be sure your expense meets the conditions necessary to qualify under the Income Tax Act, you should visit the Canada Revenue Agency website for more details.

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

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

Dated at Toronto, Ontario this 28th day of June, 2023.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "D" – CASPDT HUMAN RESOURCES ADJUSTMENT PLANS ("HRAP(S)")

PROVINCIAL DISCUSSION TABLE (PDT) CONSENSUS AGREEMENT

between

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

and

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

and

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

and

SIMCOE CAS EMPLOYEE ASSOCIATION
(hereinafter referred to as "SIMCOE CAS")

and

CHILDREN'S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP
(hereinafter referred to as "THE EMPLOYERS")

June 3rd, 2011

PREAMBLE

The Ministry of Children and Youth Services has made application for a regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PLSRTA. 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.

ARTICLE 3 – DEFINITIONS

3.01 "Predecessor Employer" is defined as an agency designated a Children's Aid Society by the MCYS that is merged, amalgamated, transferred or discontinued in the course of an integration such that PSLRTA or the OLRA, if applicable to Children's Aid Societies, would apply to it.

3.02 "Successor Employer" is defined as the merged or amalgamated Children's Aid Society designated by the MCYS that results from integration and employs employees of a Predecessor Employer such that

PSLRTA or the OLRA, if applicable to Children's Aid Societies, would apply to it.

3.03 "Integration" is defined as the creation of a new agency designated as a Children's Aid Society from a process which would give rise to the application of PSLRTA or the OLRA, if applicable to Children's Aid Societies, including but not limited to the merger, amalgamation or transfer of existing child welfare employers.

3.04 "Local parties" is defined as the local trade union)s) and employers directly impacted by an integration.

ARTICLE 4 – SENIORITY

4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:

(a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.

(b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of

seniority and service held at either Predecessor Employer.

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

ARTICLE 5 – ACCESS TO WORK

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

(a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.

(b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.

(c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.

(d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.

(e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.

(f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.

(g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.

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.

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.

An employee who is subject to permanent layoff shall have the following entitlements:

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

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

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

ARTICLE 8 – TERMS OF EMPLOYMENT

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

8.02 The Local HRAP shall may 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 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 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.

TABLE "A": VACATIONS – AS OF JUNE 2007

PERMANENT STAFF VACATION ENTITLEMENTS													
Month	Vacation Entitlement Upon Hire		VACATION ENTITLEMENT UPON TERMINATION										
	Current Year	Next Year	1 to 8 Years	9th Year	10th Year	11th Year	12th Year	13 to 15 Yrs	16th Year	17th Year	18th Year	19th Year	20th Year
			20 Days	21 Days	22 Days	23 Days	24 Days	25 Days	26 Days	27 Days	28 Days	29 Days	30 Days
January	8	20	13	14	15	15	16	17	17	18	19	19	20
February	7	20	15	16	16	17	18	19	19	20	21	22	23
March	5	20	17	18	18	19	20	21	22	23	23	24	25
April	3	20	18	19	20	21	22	23	24	25	26	27	28
May	2	20	20	21	22	23	24	25	26	27	28	29	30
June	0	20	22	23	24	25	26	27	28	29	30	31	33
July	0	18	23	25	26	27	28	29	30	32	33	34	35
August	0	17	25	26	27	29	30	31	32	34	35	36	38
September	0	15	27	28	29	31	32	33	35	36	37	39	40
October	0	13	28	30	31	33	34	35	37	38	40	41	43
November	0	12	30	32	33	34	36	37	39	41	42	43	45
December	0	10	32	33	35	36	38	40	41	43	44	46	48

Note 1: Since the vacation entitlement year commences June 1 and ends May 31, subsequent months in the termination columns include current entitlement as well as entitlement already earned for the following year. Any vacation days actually taken would be deducted from days shown to arrive at net vacation days due on termination.
Note 2: Permanent employees who have completed their probationary period but terminated prior to completion of one year of service will have a vacation entitlement of 1.67 days for each completed month of employment.
Note 3: Vacation days for permanent part-time employees are prorated.

SCHEDULE "A" – CLASSIFICATIONS BY SENIORITY GROUPING

JOB CLASSIFICATION

SENIORITY GROUP 1 – ADMINISTRATIVE SUPPORT

Administrative Support	Level 5
Administrative Support	Level 6
Administrative Support	Level 7
Administrative Support	Level 8

SENIORITY GROUP 2 – CHILD WELFARE WORKERS

Child Welfare Worker	Level 9
Child Welfare Worker	Level 10
Child Welfare Worker	Level 11
Child Welfare Worker	Level 12

SENIORITY GROUP 3 – CHILD AND YOUTH WORK

Child and Youth Worker	Level 9
Child and Youth Worker	Level 10

SENIORITY GROUP 4 – GENERAL SERVICES

Maintenance	Level 7
Maintenance	Level 7

SENIORITY GROUP 5 – SPECIALIZED & OTHERS

Specialized Worker	Level 6
Specialized Worker	Level 7
Specialized Worker	Level 8
Specialized Worker	Level 9
Specialized Worker	Level10
Specialized Worker	Level11
Specialized Worker	Level12

SCHEDULE "B" – NORMAL WORKWEEK

The normal workweek for the following seniority groupings shall be thirty-five (35) hours:

Seniority Group 1 – Administrative Support

Seniority Group 2 – Child Welfare Workers

Seniority Group 3 – Child & Youth Worker

Seniority Group 4 – General Services

Seniority Group 5 – Specialized and Others

SCHEDULE "C" – NORMAL WORKWEEK

The normal workweek for the following seniority grouping shall be forty (40) hours:

Seniority Group 3 – Residential and Day Treatment
Child and Youth Workers

SCHEDULE "D" – SALARY SCHEDULE AS OF APRIL 1, 2026

AS A RESULT OF A 1.5% NEGOTIATED INCREASE

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
04								
05	51,732	53,800	55,952	58,007				
06	55,235	57,447	59,742	62,129				
07	59,908	62,134	64,442	66,858	69,350			
08	67,132	69,534	72,016	74,609	77,298			
09	75,370	77,857	80,461	83,158	85,967			
10	78,425	81,047	83,785	86,631	89,580			
11	85,109	87,898	90,799	93,822	96,954	100,215		
12	88,967	91,924*	95,703	99,649	103,773	107,990		
12**	93,692	97,470	101,416	105,539	109,757	113,391		

* MSW Minimum
** Senior Child Welfare Worker & Child Welfare Worker Floater

Casual Residential Day Treatment:
Without Child & Youth Worker Diploma: 27.52 per hour
With Child & Youth Worker Diploma: 33.35 per hour

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Where a leave of absence granted under Article 15.01, 15.05 or 15.08 exceeds three (3) calendar months, the Employer may adjust the employee's anniversary date for the purpose of increment by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 42.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

Note: The comparison of annualized rate changes may be slightly different due to rounding.

SCHEDULE "D" – SALARY SCHEDULE AS OF APRIL 1, 2027

AS A RESULT OF A 1% NEGOTIATED INCREASE

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
04								
05	52,249	54,338	56,512	58,587				
06	55,787	58,021	60,339	62,750				
07	60,507	62,755	65,086	67,527	70,044			
08	67,803	70,229	72,736	75,355	78,071			
09	76,124	78,636	81,266	83,990	86,827			
10	79,209	81,857	84,623	87,497	90,476			
11	85,960	88,777	91,707	94,760	97,924	101,217		
12	89,857	92,843	96,660	100,645	104,811	109,070		
12**	94,629	98,445	102,430	106,594	110,855	114,525		

* MSW Minimum
** Senior Child Welfare Worker & Child Welfare Worker Floater

Casual Residential Day Treatment:
Without Child & Youth Worker Diploma: 27.80 per hour
With Child & Youth Worker Diploma: 33.68 per hour

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Where a leave of absence granted under Article 15.01, 15.05 or 15.08 exceeds three (3) calendar months, the Employer may adjust the employee's anniversary date for the purpose of increment by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 42.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary**Error! Bookmark not defined.** date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

Note: The comparison of annualized rate changes may be slightly different due to rounding.

SCHEDULE "E" – CASUAL EMPLOYEES

1. CASUAL EMPLOYEES

CASUAL EMPLOYEES SHALL BE COVERED BY THE FOLLOWING ARTICLES OF THE COLLECTIVE AGREEMENT AS SET OUT BELOW:

Article 1	Purpose
Article 2	Recognition
Article 3	Relationship
Article 5	No Strike and No Lockout
Article 6	Management
Article 7	Representation
Article 8	Grievance Procedure
Article 9	Arbitration
Article 13	Union Security
Article 14	Discharge and Discipline
Article 16	Job Posting
Article 17	Qualifications
Article 29	Employer Health Tax
Article 34	Bulletin Boards
Article 35	T4 Slips
Article 36	Employee Protection Article
Article 37	Access to Personnel Files
Article 40	Health and Safety
Article 42.03	Wages and Classifications
Article 42.04	
Article 42.07	
Article 44	Copies of the Collective Agreement
Article 45	Duration

Letter of Understanding and Authorization – Terms of Union President's Leave
Letter of Understanding – Modified Return To Work
Letter of Understanding – Notification of Policy Changes
Letter of Intent – Optional Benefits (For Casual Employees)
Letter of Understanding – Internal Resources – Casual Postings
Letter of Understanding – Unpaid Leaves of Absence

Appendix "A"

Appendix "B"
Schedule "D"

2. HOURS OF WORK

(a) A casual employee means any employee who is engaged to work irregular intervals on an as needed basis and is generally scheduled twenty-four (24) or less hours per week. Casual employees have the option of accepting or declining work assignments at the time the work assignments are offered.

(b) Casual employees (other than residential and where specified) are entitled to a one (1) hour lunch period and a fifteen (15) minute rest period in each completed half shift. Consistent with providing required services, Residential/Day Treatment casual employees will be granted a fifteen (15) minute rest break both in the first and the second half of a normal eight (8) hour shift. For those Residential/Day Treatment casual workers working less than a normal eight (8) hour shift, a fifteen (15) minute rest break will be provided for each four (4) hours of work.

(c) Where continuity in staffing is required, as reasonably determined by the Employer, to cover absences of full-time staff, which will not or are not expected to exceed ninety (90) calendar days and absences due to vacation, short term illness, or other absences as agreed to by the parties, a casual employee may be offered, by program seniority, a block of shifts, up to forty (40) hours per week.

(d) In the event of an "emergency" or unexpected shift, casual employees may work up to thirty-two (32) hours per week. However, this shall not constitute a guarantee of hours of work per day nor days of work per week.

(e) The Employer will provide to the Union on a bi-weekly basis a list of all Residential/ Day Treatment casual workers who worked more than twenty-four (24) hours per week. The list shall include the number of hours worked and the reason(s) for working those additional hours.

(f) Casual employees will submit to the program supervisor or designate, a list of their availability for work for a six (6) week period at least one week prior to the posting of a six (6) week work schedule. The Employer and the Union agree that service needs to clients and the safety and security of both clients and employees are foremost in the offering of available work to casual staff. The Employer will endeavour to offer available non-emergency/planned work on an equitable basis considering program assignment, availability, skill and ability of casual employees. Work assignments will be confirmed with the casual employee by the program supervisor or designate. Casual employees who do not submit an availability list to the program supervisor or designate will be assumed not available for work within the six (6) week schedule and may not be contacted for any work assignments.

(g) There shall be no duplication, pyramiding double counting or stacking of hours worked for the purpose of computing overtime and other premium payments.

(h) For the purpose of calculating overtime payment the work week shall be defined as a period of seven (7) calendar days commencing 12:01 a.m. on Monday and ending at 12:00 midnight the following Sunday.

(i) From time to time, the Employer may decide to provide camp programs for children. At the same time, the Employer recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the Employer decides to establish a camp program for children, it will first meet with affected staff to outline the camp program and staffing requirements. Employees whose services will not be required for the camp program shall be advised of other available work, if any, and/or vacation periods scheduled during the period of the camp program. At the same time, employees will be canvassed as to their wishes to participate in the camp program. A representative of the Union may attend such meeting.

Where sufficient staff are available to provide the program, those participating will be assigned work on a live-in basis consistent

with the conditions detailed below in "A" and "B". To the extent that such conditions conflict with provisions of the Collective Agreement, the conditions stated in "A" and "B" shall prevail.

Employees excused from participating for legitimate personal reasons and employees not required for the camp program shall, providing they are not scheduled on vacation at that time, be assigned on a seniority basis during the period of the camp program to other available work they are qualified to perform.

A. Working Conditions

Staff participating in overnight camp programs will be assigned work on a live-in basis, consistent with the duties and responsibilities of Child and Youth Workers in accordance with regular residential child and youth work practice of the Employer.

Additionally, staff will be responsible for the safe transportation of children and/or adolescents to and from the camp site, the appropriate setting up of camp, meal preparation, camp activity, clean up of camp sites, dismantling of camp facilities where appropriate and, in general, ensuring adequate care and safety of the children and/or adolescents in care.

B. Rates of Pay

On the starting or finishing day of a camp program participating staff will receive their regular rate of pay for all camp related work activities up to a maximum of twelve (12) hours.

For every completed twenty-four (24) hour day of camp program, participating staff will receive twelve (12) hours of pay at their regular rate.

3. SENIORITY

(a) Casual employees will accrue seniority based on actual hours worked. It is agreed and understood that:

i) one (1) year's seniority for each two thousand and eighty (2080) actual hours worked in the bargaining unit equals one (1) year full-time seniority, in the case of a casual employee whose equivalent full-time position's normal weekly hours of work would otherwise be forty (40) hours; or

ii) one (1) year's seniority for each eighteen hundred and twenty (1820) hours worked in the bargaining unit equals one (1) year full-time seniority, in the case of a casual employee whose equivalent full-time position's normal weekly hours of work would otherwise be thirty-five (35) hours.

iii) Upon return to work from receiving worker's compensation or any other insurance provided for in relation to an injury or illness incurred during employment with the Employer, casual employees will be credited with seniority hours based on the average hours worked during the twenty-six (26) week period prior to the absence or the average hours actually worked if less than twenty-six (26) weeks prior to the related absence.

Clarity Note: Casual employees employed as of June 15, 2001 will have their seniority credited based on the actual total number of hours worked since date of hire.

(b) A casual employee shall lose all seniority and shall be deemed to have terminated under the following conditions:

i) A casual employee submits a written resignation and does not rescind in writing such resignation within five (5) working days.

ii) A casual employee resigns verbally and the Employer confirms the resignation by registered mail at the employee's last known address.

iii) A casual employee is discharged and not reinstated under the terms of this Agreement.

iv) A casual employee has not submitted an availability list to the program supervisor or designate for a period of eighty-four (84) days for reasons other than illness, injury or approved leave of absence.

v) A casual employee has not been available to work any offered shifts in an eighty-four (84) day period for reasons other than illness, injury or approved leave of absence.

vi) A casual employee who fails to report for three (3) previously committed shifts within a calendar year without notifying the Employer of such absence and providing a reason satisfactory to the Employer. The Employer will consider the employee's explanation and agrees that it will not be arbitrary, discriminatory, or act in bad faith in so doing.

(c) An employee will have no seniority rights during their probationary period.

(d) The Employer shall maintain a seniority list for casual employees showing the employee's name, date of hire, and accrued seniority. The list shall show the employee's name, the total number of hours worked, seniority group and current classification. This list shall be revised monthly with copies to the Union. At the same time, a list shall be posted quarterly on bulletin boards throughout the Employer's premises. Once posted, employees who question their seniority have a thirty (30) day period in which to make application to the Human Resources Department to have their seniority reviewed and corrected if it is determined that the posted seniority is incorrect. The Employer shall also provide the Union with a seniority list identifying employees by geographical location.

(e) Casual employees will fall under the seniority group of “Casual Employees”.

4. PROBATIONARY PERIOD

(a) Casual employees (excluding casual Child Welfare Workers) shall be on probation for a period of four hundred and fifty-five (455) paid hours of continuous employment. Casual Child

Welfare Workers shall be on probation for a period of nine hundred and ten (910) paid hours of continuous employment.

(b) The Employer may, upon the written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of any casual employee for a further four hundred and fifty-five (455) paid hours of continuous employment. The employee and the Union will be notified of any such request, and the basis for it, in writing, at least two (2) weeks preceding the expiration of the first four hundred and fifty-five (455) or nine hundred and ten (910) paid hours of continuous employment, as the case may be. On successful completion of the probationary period an employee will be credited with seniority from the date of hire and such seniority shall have application in accordance with the provisions herein.

(c) Where there are performance concerns or problem areas identified, through ongoing supervision during an employee's probationary period, the employee shall be advised in writing of the problem areas and of expectations and time limits for improvements. Reasonable supports will be provided when determined appropriate to assist in achieving the(se) goals.

If a meeting is required, the employee will be paid for time spent in the meeting.

5. JOB POSTINGS

(a) It is agreed and understood that casual employees will be considered as internal applicants only after successful completion of the probationary period.

(b) For purposes of job postings, seniority for casual employees shall be determined on the basis of the most recent seniority list (updated monthly) as of the date of the job posting.

6. TRANSFERS

(a) Residential/Day Treatment casual employees who wish to change their primary work location to another Residential/Day Treatment Program location may make written request of such

transfer to their program supervisor. Transfers will be considered by the Residential/Day Treatment Program supervisors. Such requests will not be unreasonably denied.

(b) The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent.

Non-bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit, pursuant to Article 16 of this Agreement. Their applications will be considered as external to the bargaining unit.

It is understood that employees who move to positions outside of the bargaining unit will not accumulate seniority while so employed. Seniority previously accumulated while in the bargaining unit will be reinstated for those employees returning to the bargaining unit from temporary employment external to the bargaining unit provided there is no broken service with the Employer. Seniority previously accumulated while in the bargaining unit will not be reinstated for those employees returning to the bargaining unit from permanent employment external to the bargaining unit. In such case, seniority will begin to accrue from zero effective the employee's return date to the bargaining unit.

7. PAYMENT CONSIDERATIONS

(a) Casual Residential/Day Treatment employees will be paid a minimum of four (4) hours' pay at straight time for coverage during a program team meeting.

(b) Casual employees who have been given less than twenty-four (24) hours notice of a cancellation of a shift will be paid four (4) hours at the regular rate of pay for the shift cancelled.

In the event that two or three shifts scheduled for consecutive days have been cancelled with less than twenty-four (24) hours notice for the first shift, then casual employees will be paid four (4) hours at the regular rate of pay for the first shift cancelled and

two (2) hours at the regular rate of pay for each subsequent shift cancelled up to a maximum of eight (8) hours combined.

Before payment considerations are made, the Employer will endeavour to offer the employee alternative work assignments during the days when the employee had previously been scheduled to work by considering the appropriateness of the program assignment. It is understood that these work assignments may not be at the same time or location as previously scheduled. At such point as alternative work is offered, payment as stated in the above paragraph greater than three (3) hours at regular rate of pay shall cease.

In the event that three non-consecutive shifts have been cancelled within one week, the Employer will endeavour to offer the employee alternative work assignments during the days when the employee had previously been scheduled to work by considering the appropriateness of the program assignment. It is understood that these work assignments may not be at the same time or location as previously scheduled. There shall be no entitlement to payments unless already provided for above.

(c) Casual Residential/Day Treatment employees will receive a shift differential as negotiated in the monetary package for the full-time and part-time staff.

(d) Casual employees shall be paid vacation pay in an amount equivalent to eight percent (8%) of their gross earnings on a bi-weekly basis.

(e) Casual employees who work on one of the following days will be paid at two (2) times their regularly hourly rate: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

(f) Casual employees subpoenaed, for reasons related to their employment, as a witness shall receive their regular rate for all hours spent in attendance at Court providing the employee furnishes the Employer with a Certificate of Service signed by

the Clerk of the Court and pays to the Employer any fees received for each day of absence.

(g) Casual employees required to undertake extensive travel (i.e. repatriating clients or responding to a subpoena resulting from child welfare matters) shall be compensated twelve (12) hours pay for every twenty-four (24) hours of such duties worked at their regular rate of pay. Such compensation will be prorated accordingly (i.e. the payment of eighteen (18) hours where such duties require thirty-six (36) hours of work).

(h) Casual employees will be compensated at their regular rate of pay for training. It is understood that the Employer will determine required training.

(i) Hours worked in excess of forty-four (44) hours per week shall be paid for at time and one-half the employee's regular straight-time hourly rate.

(j) When a casual employee in a Residential or Day Treatment Program is required to continue working after 12:01 a.m. or report to work prior to 6:01 a.m., and on Sundays and Statutory Holidays before public transportation is available, and the employee is required to travel to or from work during the period and unable to provide their own transportation, the Employer will either provide transportation or reimburse the employee for the costs upon submission of proof of transportation costs satisfactory to the Employer.

8. TRANSPORTATION

(a) Casual employees shall not be required or allowed to use their own vehicles for Employer business.

(b) Should an employee's car be damaged or otherwise vandalized in the normal course of their duties, the Employer will reimburse the employee the cost of any repairs not otherwise paid for by any other source, up to the lesser of the employee's comprehensive insurance deductible amount or one thousand two hundred and fifty dollars ($1,250), provided the employee advised their supervisor within forty-eight (48) hours of the

incident and the resulting damage, and provided the employee supplies the Employer with information regarding their comprehensive car insurance and proof that they have submitted an insurance claim or proof of the repair and the cost thereof. The Employer may require estimates for the costs of repair of the damage.

9. PENSION PLAN

The Employer agrees to continue in effect during the term of this agreement the present Ontario Municipal Employees Retirement System (OMERS). Casual employees shall be permitted to participate in the pension plan, subject to the terms and conditions of the OMERS pension plan.

10. LEAVES OF ABSENCES

(a) The Employer may, at its own discretion, grant leave of absence without pay.

(b) Pregnancy Leave: A pregnant casual employee is entitled to a leave of absence without pay unless the due date falls fewer than 13 weeks after commenced employment.

A casual employee may begin their pregnancy leave no earlier than the earlier of,

i) the day that is 17 weeks before their due date; and

ii) the day on which they give birth except where the pregnancy ends with a still-birth or miscarriage.

A casual employee may begin their pregnancy leave no later than the earlier of,

i) their due date; and

ii) the day on which they give birth.

A casual employee wishing to take pregnancy leave shall give the Employer written notice at least two weeks before the day the leave is to begin.

A casual employee who has given notice to begin pregnancy leave may begin the leave,

i) 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

ii) 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 a casual employee stops working because of a complication caused by their pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the employee shall, within two weeks after stopping work, give the Employer,

i) written notice of the day the pregnancy leave began or is to begin; and

ii) if the Employer requests it, a certificate from a legally qualified medical practitioner stating that they are unable to perform the duties of their position.

A casual employee's pregnancy leave ends,

i) if they are entitled to parental leave, 17 weeks after the pregnancy leave began;

ii) if they are not entitled to parental leave, on the day that is the later of, either 17 weeks after the pregnancy leave began, or twelve (12) weeks after the birth, still-birth or miscarriage.

A casual employee may end their leave earlier by giving the Employer written notice at least four weeks before the day they wish to end their leave.

A casual employee who has given notice to end their pregnancy leave may end the leave,

i) 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.

ii) 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.

A casual employee who takes pregnancy leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four weeks' written notice of the termination. This does not apply if the Employer constructively dismisses the casual employee.

(c) Parental leave: A casual casual employee who has been employed by their 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.

A casual 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.

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

A casual employee wishing to take parental leave shall give the Employer written notice at least two weeks before the day the leave is to begin.

A casual employee who has given notice to begin parental leave may begin the leave.

i) 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

ii) 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 a casual employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

i) the employee's parental leave begins on the day they stop working; and

ii) the employee must give the Employer written notice that they are taking parental leave within two weeks after stopping work.

A casual employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise.

A casual employee may end their parental leave earlier by giving the Employer written notice at least four weeks before the day they wish to end the leave.

A casual employee who has given notice to end their parental leave may end the leave,

i) 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

ii) 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.

A casual employee who takes parental leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four weeks' written notice of

the termination. This does not apply if the Employer constructively dismisses the employee.

Casual employees are entitled to Family Responsibility Leave under the Employment Standards Act, 2000 in accordance with the current terms and conditions of the Act.

A casual employee who is prevented from performing their regular duties on account of an injury or illness related to their work for the Employer and who is entitled to full loss of earnings benefits by W.S.I.B. shall receive from the Employer the difference between the amount payable by W.S.I.B. and 100% of their regular pay as calculated by W.S.I.B. Pending an initial adjudication of the insurable claim, the Employer shall continue to pay the employee's pay, based on their average weekly pay over the four (4) weeks preceding the date of injury or illness. Should W.S.I.B. decline the claim and the employee appeal W.S.I.B.'s decision, the Employer shall continue to pay the employee in accordance with the foregoing, providing the Employer is in agreement that the illness or injury is related to their work for the Employer.

11. WAGES & BENEFITS

(a) Casual employees will be paid eight percent (8%) first full pay following date of ratification of gross earnings added to their pay in lieu of benefits.

In the event that a casual employee has completed their probation and is assigned to a second or any other additional temporary contract of three (3) months or more, the Employer shall waive the waiting period for the subsequent assignments within that same twenty-four month period for the purpose of dental, major medical and vision care benefits.

(b) The classification and wages for persons covered by the Collective Agreement shall, during the term of the Agreement, be as set out in Schedule "D" attached hereto.

12. EMPLOYMENT

Nothing in this provision shall be construed to create or alter the employment status (full-time or part-time status) or classification of any casual employee.

13. AMALGAMATION RESTRUCTURING OR RE-ORGANIZATION OF THE AGENCY

The Employer agrees to meet with the Union Executive during the term of the agreement for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, reorganization or full or partial amalgamation of the Employer which may have effect on bargaining unit employees.

This Schedule shall not be amended or deleted unless upon agreement of the parties.

LETTERS

LETTER OF INTENT

AMALGAMATION RESTRUCTURING OR RE-ORGANIZATION OF THE AGENCY

The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring; reorganization; full or partial amalgamation of the Employer which may have effect on bargaining unit employees.

By the same token, if the Employer is considering any restructuring; re-organization, full or partial amalgamation of the Employer which will have an effect on bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its intent
to implement such changes and to meet with the Union.

At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on working conditions and terms of employment of the employees affected.

No employee covered under the terms of the Job Security provisions contained within this Agreement, shall be laid off or have their regular hours reduced because of restructuring; re-organization, full or partial amalgamation of the Employer.

Any bargaining unit employee who has their position rendered redundant as a result of restructuring; re-organization, full or

partial amalgamation of the Employer, shall have the ability to exercise their displacement rights pursuant to Article 12.04.

No bargaining unit employee who is displaced from their job due to restructuring; re- organization, full or partial amalgamation of the Employer, will suffer a reduction in salary as a result of this change.

In the event of restructuring; re-organization, full or partial amalgamation of the Employer, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the Employer.

Dated at Toronto, Ontario this 10th day of March, 2026.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

ATTENDANCE MANAGEMENT SUPPORT PROGRAM (NEW)

The Employer agrees to meet with the Union to review the Attendance Management Support Program following one (1) year after the implementation, and no later than November 30, 2026.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BENEFITS FOR EMPLOYEES AGED 65 AND OVER

Effective date of ratification, employees aged 65 and over shall receive the following:

1. Permanent full-time employees shall continue to receive dental, major medical, and vision care benefits in accordance with articles 24, 25 and 26 of the collective agreement.

2. Permanent part-time employees may elect to receive dental, major medical and vision care benefits in accordance with articles 24, 25 and 26 of the collective agreement.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

CASE ASSIGNMENT (NEW)

The Employer agrees to review, monitor and manage case assignment requirements and reinforce the following principles and practice:

1. **Cases requiring reassignment will be assigned to staff with case cap capacity**

2. **Staff will not be assigned cases when they are at case cap**

3. **Temporary tasks assigned while on duty coverage are permitted and considered within the scope of duty coverage**

4. **Supervisors will continue to actively monitor case caps and capacity at the team and departmental levels**

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

CELL PHONES

The Employer agrees to reimburse employees who purchase their own cell phones and use them in the normal course of their duties for Employer business while in the community at a rate of $50 per month upon proof of activation for the month claimed at work during the month. The monthly subsidy can be claimed as long as the phone is activated even though it is not used for business during that month.

In the event that employees are absent from work, the Employer will continue to reimburse those employees who had purchased their own cell phone and have used them in the normal course of duties for a period of sixty (60) days following the initial date of absence.

The Employer will not monitor personal usage of the phone.

If the Employer issues a cell phone or similar device to an employee for use in the course of their duties, none of the foregoing will apply to that employee. If, at the time of issuance, an employee who purchased a cell phone for work use is irrevocably
locked into a cell phone plan, the Employer will devise a transitional arrangement which takes into account the expiry of the cell phone plan.

Dated at Toronto, Ontario this 30th day of June, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

CHILD AND YOUTH FLOATERS

Error! Bookmark not defined.
If the Employer identifies a need for internal resource floaters in the Residential/Day Treatment Programs, the appointment shall be made of the affected employee(s) with greatest seniority where there exists high interest in the position(s) in question. Where there exists insufficient interest in the position(s) in question, appointment shall be made of the affected employee(s) with the least seniority.

Dated at Toronto, Ontario this 10th day of March, 2026.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

CPIN

In the event that there are substantive modifications to CPIN, beyond routine release updates, both parties agree to meet and discuss the impact of the changes to workers, available supports to workers and whether additional training needs to be provided.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

DUTY DAYS (NEW)

The Employer agrees to engage in a process of review of the duty roster process for Ongoing & Child and Youth Services with the goal of developing a consistent approach that considers workload pressures across these two areas in regard to how duty coverage is scheduled.

Goals are:

1. **Map current duty coverage practices and identify areas of inconsistency**

2. **Create a process where there is consistency and alignment across service areas of how duty coverage is managed**

3. **Maximizing staffing resources across teams and departments to support a reduction in duty days for staff**

4. **Develop standardized principles to guide duty scheduling and coverage**

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

EMERGENCY RESPONSE WORKING GROUP (ERWG)

The parties agree to establish an Emergency Response Working Group (ERWG) made up of equal representation between Employer and Union within ninety (90) days of the cessation of CAST's pandemic protocols. The Employer, the union president (or their designate) and union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall participate in the ERWG.

The ERWG will consider reports and data related to the pandemic in the workplace and any other matters or learnings resulting from the pandemic.

The Working Group will endeavour to complete the meetings and submit recommendations to the Executive Team for consideration within 120 days of the first meeting date.

Dated at Toronto, Ontario this 10th day of March, 2026

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

EMPLOYEES NOT REGULARLY SCHEDULED TO WORK EACH WEEK

(e.g. Child Access Program (CAP) Coordinators)

The Employer and the Union agree that the scheduling of certain individuals, including **Child Access Program (CAP) Coordinators,** is unique. **CAP Coordinators are scheduled for evening and weekend Child Access Programs**. As a result, the following exceptions shall apply to their benefit entitlements:

Employees may elect to receive 15% of their gross earnings on a bi-weekly basis in lieu of vacation, special leave, authorized absences and Statutory holidays.

Should any other positions be created that are not considered casual but are not regularly scheduled to work each work week, this Letter of Understanding shall also apply.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

EMPLOYMENT EQUITY HIRING STRATEGY

GIVEN the Union and the Employer agreed to Article 3.04 which acknowledges the parties joint commitment to "recognize and uphold the inherent dignity, worth, and rights of each individual, we undertake to pursue equity; equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equitable and/or equal opportunity".

AND WHEREAS both parties recognize the Employment Equity program can serve as a useful mechanism in pursuing the removal of barriers to the full participation of certain groups. The Employer agrees to maintain an Employment Equity program designed to serve this purpose. Employment Equity programs should be designed to build a skilled workforce that reflects the population of Toronto as well as the diverse communities we serve.

AND WHEREAS the Ontario Human Rights Code (the "Code") prohibits discrimination in employment, which includes discriminatory hiring practices, it does allow for two applicable exceptions to this general rule: s. 14 ("special programs")

The "special program" provision in section 14 of the Code allows preferential treatment for Code protected groups as part of programs designed to meet one or more of the following criteria (the "Special Program Criteria"):

1. relieve hardship or economic disadvantage;

2. assist disadvantaged persons or groups to achieve equal opportunity;

3. and/or contribute to the elimination of the infringement of rights under Part I of the Code.

AS SUCH the Union and Employer have agreed to seek to rectify the historical and continued implications of the oppression experienced by marginalized groups in society. This has included the underrepresentation and lack of opportunities for certain groups throughout our workplace.

Given this, the parties have mutually agreed to the following Equity Hiring Strategy which will identify Unionized positions to be posted and filled under a designated Special Programs hire. This aims to close the gap of under- representation in designated positions in our workforce.

1. Designated positions will be mutually agreed to by the parties and reviewed every six (6) months.

2. The parties will mutually agree upon which of the designated equity seeking groups will be invited to apply to the designated positions in #1.

3. The designated positions will be posted internal to the bargaining unit in accordance with Article 16.01 and 16.03. The postings for the designated positions will specify the designated equity seeking groups which are invited to apply.

4. **Applicants** who are interested in applying for the position can apply for the position in accordance with Article 16.03. **Applicants will be able to indicate if they self identify as being part of one or more of the specified under-represented groups through**

the Human Resources Information System (HRIS) or the online application.

The information collected will help the Employer to identify applicants from the listed under-represented groups for the specific career opportunity as part of our Equity Hiring Strategy.

5. The Employer will make the appointment of the applicant in accordance with Article 16.07 job postings.

6. If there is no appointment made in accordance with Article 16.07 job postings of the Collective Agreement, the parties agree that the Employer will post the position external to the bargaining unit as a Special Program Opportunity prior to reposting it internal to the bargaining unit and inviting all bargaining unit employees to apply. Prior to posting the position external to the bargaining unit the CHRO will review the posting process with the Director of Diversity, Equity and Inclusion. The Employer agrees that its objective is to post and fill any vacancies as expeditiously as possible while ensuring the above objectives of the Equity Hiring Strategy are met.

7. If there is no appointment made of an external application, the position will be re-posted internal to the bargaining unit in accordance with 16.01 and 16.03 and filled in accordance with Article 16.07 job postings.

The parties agree that terms and conditions of Article 16 remain unchanged save and except for those terms and conditions specified herein which modify Article 16.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

FLEET VEHICLE SAFETY KITS

The Employer endeavours to maintain the following items in each of the Employer fleet vehicles. Please note that the items may change in the event that the Employer identifies other items to be superior.

- Flashlight
- Blanket
- "Call Police" sign
- Sand
- Shovel
- Safety flare
- Windshield washer fluid
- Windshield brush/scraper
- Jumper cables
- First aid kit
- **Cell Phone Charger**

It is understood by the parties that employees who drive the vehicles are responsible for reporting any items that require refurbishing or replacement to the employee responsible for the fleet vehicle sign out in their branch.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject of a grievance arbitration process. This letter in no was infringes upon the responsibilities of the Central Joint and Joint Health and Safety Committee.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

GUIDELINES RESPECTING THE ADMINISTRATION OF ARTICLE 21.10

The Employer and the Union recognize that workload is a serious concern. Further, the Employer and the Union recognize the benefit and necessity of employees taking their planned vacations to ensure their health and wellbeing.

The Employer and the Union agree that the following expectations by child welfare and child and youth supervisors of staff departing on vacation leave in excess of one (1) week are reasonable and, in general, reflect those job requirements which ought to be addressed before the start of such leave. Casework expectations shall depend upon the circumstances of each case.

Child Welfare and Non-Residential child and Youth Work (where appropriate)

1. completion of closing recordings.

2. case status summary – supplied to Supervisor or completed with Supervisor just prior to departure, highlighting what needs to be done in worker's absence.

3. Any case before the court during worker's absence will be resourced adequately with Branch Counsel and Supervisor that a substitute can carry on.

4. Contact logs are up-to-date.

5. All active clients advised of leave and back-up service system.

Residential Child and Youth Work

1. Completion of assessment/progress reports scheduled during the time off for a primary worker.

Prior to the commencement of any vacation in excess of one (1) week, the supervisor shall discuss with the employee a plan for completing casework requirements and jointly agree upon a reasonable timetable, including what assistance, if any, is needed by the worker to comply. The Supervisor and the worker shall review the agreed upon schedule as required. Where agreement cannot be reached the supervisor and worker will consult with the appropriate Director.

Consideration will be given where unforeseen emergencies arise which prevent compliance by the worker.

The Employer recognizes that in some cases all of these expectations may not be met due to service demands in the period just prior to the commencement of the worker's vacation.

In such cases, expectations will be made so that the worker is still able to take their vacation as planned. The worker and the supervisor need to prioritize the work that can be done. However at minimum, the following must be completed prior to the commencement of the worker's vacation:

- All contact logs up to date;
- A case status summary – supplied to the supervisor or completed with the supervisor just

prior to departure, highlighting what needs to be done in worker's absence (i.e. visiting arrangements, possible service response to emergencies).

- Completion of Assessment and Discharge Reports (in case of Residential Child and Youth Workers).

The director or their alternate shall be advised of all exceptions made.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

INTERNAL RESOURCES – CASUAL POSTINGS

Notwithstanding Article 16.02, the Employer shall post casual Child and Youth Worker Assistant positions on an on-going basis.

Employees bidding on these casual job vacancies must make application in writing to the Human Resources Department. Applicants must include the Branch or Residential location/s where they are available for work.

Once the Employer has identified a casual vacancy, the Employer will consider all internal applications for the identified job classification and location received at least fourteen (14) days prior to the date upon which the vacancy was identified.

Applications for these casual vacancies will be kept on file for six (6) months from the date of receipt in the Human Resources Department.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

INTERNATIONAL RECRUITMENT

The Union agrees during the term of this Agreement that where the Employer is making application to any Government Agency allowing for the recruitment and employment of foreign workers and the Employer seeks the Union's support for such application(s), the Union agrees to co-operate reasonably in giving its support.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

JOB SECURITY

The Employer agrees during the term of this collective agreement that:

I) No permanent full-time or permanent part-time bargaining unit employee covered by the terms of the Collective Agreement, as of the date of ratification will be laid off.

II) Persons outside of the bargaining unit shall not perform the work of bargaining unit employees if this work results in the layoff, demotion or reduction in hours of any existing bargaining unit employee.

III) No full-time bargaining unit employee shall be laid off by reason of some or all of their duties being assigned to one (1) or more part-time or casual employees.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

JOINT PROGRAMS OR SERVICES

WHEREAS CAST and the Union are desirous of effecting an arrangement whereby the ( ) continues to be staffed by members selected from the respective bargaining units of the CAST and the Catholic Children's Aid Society of Toronto while at the same time giving necessary recognition to the terms and conditions of the Collective Agreement between the Catholic Children's Aid Society of Toronto and CUPE Local 2190.

NOW WITNESSETH the following agreement:

1. That this Agreement shall remain in effect for two (2) years from the date of signing of this Agreement or the term of the Collective Agreement between CAST and the Union or, the term of the Collective Agreement between Catholic Children's Aid Society of Toronto and CUPE Local 2190, whichever of the three (3) is the longer.

2. That each such position at ( ) shall be designated as a position of the CAST or a position of the Catholic Children's Aid Society of Toronto as established hereinafter and designated in Schedule 1 annexed to this Letter of Understanding.

3. For the purposes of filling vacancies at ( ), the following procedures shall apply:

   (a) Where a vacancy occurs with respect to a position that is designated as a CAST position, said vacancy shall be posted in accordance with the

provisions of the Collective Agreement between the CAST and the Union and shall be identified as a CAST designated position. Said vacancy shall be simultaneously posted at the Catholic Children's Aid Society of Toronto.

(b) Employees from the CAST shall be entitled to apply for any such posted position. The Union hereby also recognizes the right of persons employed by the Catholic Children's Aid Society of Toronto who are members of the bargaining unit pursuant to a Collective Agreement between Catholic Children's Aid Society of Toronto and CUPE Local 2190 to apply for any such posted position.

(c) In selecting a suitable applicant consideration shall be given first to any applicant from the CAST.

(d) If there is no applicant from the CAST or it is determined that there are no suitable applicants from the CAST, applicants from the Catholic Children's Aid Society of Toronto shall be given consideration prior to other external candidates.

(e) Selection of all said applicants shall be effected in accordance with the provisions and criteria of the Collective Agreement between the CAST and the Union

4. Where a vacancy occurs at ( ) with respect to a position designated in accordance with Schedule 1 as a position at Catholic Children's Aid Society of Toronto and said vacancy is posted and identified as

a designated Catholic Children's Aid Society of Toronto position, the Union hereby recognizes that the posted vacancy is one that employees of the CAST are entitled to apply for as a preferred external applicant.

5. The scheduling of hours of work shall be established in accordance with the provisions of the Collective Agreement and the services needs of ( ) in order to ensure that there is adequate service provided to the clients. Where a conflict arises in regard to the foregoing, the terms of the collective agreement shall prevail.

6. The CAST and the Union agree that all other terms and conditions of the Collective Agreement between CAST and the Union shall apply to all CAST employees working at ( ) for the duration of said employment at ( ). It is further understood and agreed that paragraphs 3 and 4 modify the applicable provisions in the Collective Agreement with respect to job postings. This is on a without prejudice basis for the purpose of the operation of this agreement only.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

LAYOFF AND RECALL TEMPORARY FULL-TIME AND PART-TIME EMPLOYEES

Notwithstanding the provisions of Article 12.01, the Employer shall have the right to layoff bargaining unit employees employed on a contract basis.

a) Where a layoff is necessary under this Letter of Understanding the Employer shall first advise the Union prior to providing the Bargaining Unit Employee notice of such layoff in order to hear any concerns the Union may have.

b) Notwithstanding, and without prejudice to, the provisions of the Article 12 these employees shall receive four (4) weeks written notice of layoff and the Union agrees to waive Articles 12.03, 12.04, 12.05(b), 12.05(c) and 12.10.

c) Notwithstanding Article 10.07I, such an employee shall retain recall rights equal to the length of their seniority plus six (6) months, it being understood that no bargaining unit employee so affected, pursuant to point (a) above shall retain recall rights in excess of eighteen (18) months.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

LONG TERM DISABILITY

The parties agree to meet during the term of this Agreement to review issues pertaining to bargaining unit members accessing coverage under the current Long Term Disability benefit policy.

Any recommendations arrived at shall be forwarded to a special meeting of Union/Management.

Dated at Toronto, Ontario this 10th day of March, 2026.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

MENTAL HEALTH IN THE WORKPLACE POLICY

The following Mental Health in the Workplace Policy is included for informational purposes and does not form part of the collective agreement. The Policy may be amended from time to time.

Purpose

The Children's Aid Society of Toronto is committed to supporting the positive mental health of its employees. CAS of Toronto strives to provide an environment that promotes and maintains the mental health of all staff through policy and workplace practices.

Scope

This policy applies to all employees of the Children's Aid Society of Toronto. This policy also applies to all other individuals (contractors, students/trainees, volunteers) who come into the workplace to provide services to the Society.

Definitions

Positive Mental Health

The capacity of each and all of us to feel, think, act in ways that enhance our ability to enjoy life and deal with the challenges we face. It is a positive sense of emotional and spiritual well-being that respects the importance of culture, equity, social justice, interconnections, and personal dignity. (Reference: Public Health Agency of Canada. Accessed from https://www.canada.ca/en/public-

health/services/health-promotion/mental-health/mental-health-promotion.html)

Policy Objectives

While it is understood that a certain amount of stress is inherent in the work, the Children's Aid Society of Toronto will aim to maintain a workplace environment that helps to establish, promote and support mental health and well-being through the following efforts:

1. Increase knowledge, awareness and de-stigmatization of mental health and wellbeing matters.

2. Take action to promote positive mental health in the workplace.

3. Support recovery from psychological injuries.

4. Foster a culture which endeavors to sustain positive mental health.

Responsibilities

CAS of Toronto employees and other individuals who come into the workplace to provide services to the Society are responsible for supporting and contributing to the Society's goal of providing a mentally healthy and supportive environment for all employees.

Managers:

It is the responsibility of managerial staff to:

- Ensure that all employees are made aware of this policy.

- Actively support and contribute to the implementation of this policy, including its goals.

- Promote participation in events and programs fostering positive mental health.

Employees:

It is the responsibility of each employee to:

- Understand this policy and seek clarification from management where required.

- Take reasonable care of their own mental health and wellbeing, including physical health.

- Support fellow employees in their awareness and implementation of this policy.

- Participate in events and programs fostering positive mental health.

Human Resources:

It is the responsibility of the Human Resources department to:

- Manage the implementation, evaluation and review of this policy.

- Provide advice and coaching to managers and supervisors about this policy and its implementation.

- Ensure managers and others responsible for implementing this policy understand the CAS of Toronto's obligations with respect to employee health and safety.

Union:

It is the responsibility of the Union to:

- Provide continual awareness of the policy to its members.

- Actively support and contribute to the implementation of this policy, including its goals.

Dated at Toronto, Ontario this 10th day of March, 2026.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

MODIFIED RETURN TO WORK PROGRAM

The Employer and the Union are jointly committed to re-integrating employees who have suffered a temporary/permanent full or partial injury or illness, back into the workplace. The Employer and the Union will work together to identify work suitable for employees returning to work and requiring accommodation.

The Employer and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or disability should be returned to active employment as quickly as possible.

The Employer shall notify the Union of the names of all Bargaining Unit employees off work due to a work related injury (whether or not the employee is in receipt of Workers' Compensation (W.S.I.B.) benefits) and those on LTD.

The Employer agrees to supply the Union with a copy of the Workers' Compensation Board (W.S.I.B.) Form 7 ("Employer's Report & Accidental Injury or Industrial Disease") at the same time as the form is sent to the Board.

Prior to any bargaining unit employee returning on a modified work program, the Employer will notify the Union and the matter will be reviewed at the return to work meeting.

Mandate

The purpose of the meeting is to review the employment possibilities of these employees and to identify positions to which these employees could return, with or without modification(s).

Operation

During its deliberations, the Committee will consider the employee's ability to return to work, their work limitations as determined by medical information and other expert opinions and will identify work areas that could accommodate the employee's capabilities.

Process

(a) Employees shall be accommodated in the following manner and sequence:

(i) the employee shall be returned to their own position, with or without modification.

(ii) a suitable vacant position at the same level and classification, with or without modification.

(iii) a suitable vacant position at a different level and classification and the employee has the necessary qualification, with or without modification.

(iv) where a suitable vacant position is not available the Employer must comply with the duty to accommodate up to undue hardship.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

NOTIFICATION OF POLICY CHANGES

Notwithstanding and without prejudice to any other Article in the Collective Agreement, the Employer agrees that it will advise the Union, in writing, twenty-one (21) days in advance of any changes to policies and procedures contained in the Human Resource Policy and Procedure Manual, unless it is not practicable to do so. In such situations the Employer will advise the Union fourteen (14) days in advance.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

OPTIONAL BENEFITS

It is understood that it is the Employer's obligation under this letter to provide employees the opportunity to participate in the benefits set out herein and that the Employer has no liability as insurer.

i) Voluntary Optional Life Insurance and Accidental Death and Dismemberment Plan;

ii) Voluntary Automobile Leasing and Group Purchasing Plan;

iii) Voluntary Group Automobile and Home Insurance Plan;

iv) Voluntary Group Registered Retirement Savings Plan

Further, the Employer shall provide benefits coverage for Voluntary Hepatitis B serum.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

OPTIONAL BENEFITS (For Casual Employees)

It is understood that it is the Employer's obligation under this letter to provide employees the opportunity to participate in the benefits set out herein and that the Employer has no liability as insurer.

i) Voluntary Optional Life Insurance and Accidental Death and Dismemberment Plan;

ii) Voluntary Automobile Leasing and Group Purchasing Plan;

iii) Voluntary Group Automobile and Home Insurance Plan;

iv) Voluntary Group Registered Retirement Savings Plan

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

PROVINCIAL DISCUSSION TABLE (PDT) CONSENSUS AGREEMENT

The following has been agreed to by the PDT Consensus Agreement:

I. 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.

II. Benefits Savings

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

III. 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 to employees who may wish to relocate from one agency to another, the following measures are enacted:

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

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

iii) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the

length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

IV. Job Security

The parties agree that the HRAP attached as Appendix D to the PDT Consensus Agreement dated June 4, 2011 shall guide the parties if the Employer is engaged in an integration of the type described therein, and if the parties agree to negotiate a local Human Resources Adjustment Plan (HRAP) and ratify it during the term of this 2011-2015 collective agreement.

V. Referral to PDT

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 [TBD] above by their local principals.

c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this

Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.

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

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

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

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

   iii) the arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have

the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute..

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

Dated at Toronto, Ontario this 10th day of March, 2026.



FOR THE EMPLOYER



FOR THE UNION

LETTER OF UNDERSTANDING

REDEPLOYMENT COMMITTEE

The mandate of the Redeployment Committee shall be to:

- identify and propose alternatives to the proposed layoff(s)
- identify vacant positions, or positions which will likely become vacant within a twelve (12) month period which are within the bargaining unit and/or identify bargaining unit work which is currently being contracted out by the Employer which could be performed by bargaining unit employees who are or would otherwise be laid off.
- The Employer shall provide the Redeployment Committee two (2) months notice when a program is to be closed.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

REPORT OF WORKER SAFETY IN ONTARIO CHILDREN'S AID SOCIETIES

The parties accept accept the findings of the CAS Workers at Risk (2014) report on worker safety in Ontario CASs as accurate, current and demonstrative of the safety concerns of CAS employees in the child welfare sector. The parties further recognize both their joint and separate responsibilities and duties under the Occupational Health and Safety Act.

The 46 recommendations flowing from the report are directed to the Ministry of Children, and Youth Services, the Ministry of Labour, the Ministry of Transportation, the Worker Safety Sub-Committee, the Labour Relations Committee, the Human Resource Managers Network, local Children's Aid Societies, and others.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

SOCIAL WORK AND SOCIAL SERVICES WORK ACT, 1998 and PSYCHOTHERAPY ACT, 2007

The parties agree to continue to examine the legislation and the implications specifically as it relates both to Employers and employees in child welfare. The Employer agrees during the term of this Collective Agreement to meet and discuss with the Union issues arising from the proclamation of the Social Work and Social Services Work Act, 1998 and the Psychotherapy Act, 2007.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

STUDENT FUNDING

The Union agrees during the term of this Agreement that where the Employer is making application to any funding organization for additional monies in support of student employment initiatives and the Employer seeks the Union's support for such application(s), the Union agrees to co-operate reasonably in giving its support.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

SUPERIOR PROVISIONS

Any time there is a conflict between the law and the collective agreement the superior provisions shall prevail.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

TARGET CASELOAD RANGE

It is the goal of the Employer to keep the caseload range within target levels as follows:

- Intake – 8 to 10 new investigations per thirty-one (31) days
- Family Service – 14 – 16 cases
- Children's Service – 14 – 16 cases
- Child and Youth Services – 14 – 16 cases
- Kinship Assessment Worker – 10 to 12 cases
- Infant Nurse Specialist – 10 to 12 cases
- Foster Care Resource Worker – 18 to 20 homes
- Kinship Service Support Worker – 22 – 25 homes
- Ready Set Go (RSG) Youth Worker (former CCSY) – 14 to 16 cases
- Resource Support Workers – 15 to 17 cases
- Multi-Service – 8 to 10 cases/investigations per thirty-one (31) days

Caseload numbers for part time workers and those in a job share will be prorated accordingly.

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

This Letter of Intent does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

TERMS OF UNION PRESIDENT'S and LEAD STEWARD FOR FULL-TIME EMPLOYEES LEAVE

The Employer agrees to allow an employee granted leave under Article 7.02 of the Collective Agreement to remain on the active payroll and to continue on the Employer's group life and health insurance plans during their term of office on condition that CUPE Local 2316 reimburses the Employer the full cost of the Employee's salary and insured benefits on a current basis through whichever practice may be in place from time to time.

It is understood that this Agreement does not amend Article 7.02 or any other article of the Collective Agreement and operates outside the Collective Agreement. It is agreed that the President and the Lead Steward for Full-Time Employees of Local 2316 will not receive any benefits additional to those provided for in the Collective Agreement.

The following conditions, agreed to by the Employer and the Union will also apply:

1. Seniority and service shall accumulate during such leave of absence. Sick leave will be frozen and reinstated on return from the leave of absence.

2. Any remaining vacation entitlement will be paid out at the commencement of the leave period. On return to the Employer, new vacation entitlement will be calculated based on service and in accordance with "Table A Vacations" of the Collective Agreement.

3. On return to the Employer, the employee will be assigned to a vacancy within their seniority group in the same classification level that they were employed in prior to the commencement of the leave. Such vacancy will not be posted or, if posted, will be removed from competition. Those who may have applied for the position will be advised that the vacancy has been filled in accordance with this Letter. If no vacancy exists, the employee may exercise their seniority rights in accordance with the appropriate articles of the Collective Agreement.

4. Should it be necessary to replace the President and/or the Lead Steward for Full-Time Employees due to either an illness or a leave of absence, in excess of one (1) month, the employee(s) seconded by the Union to the Union President's or the Lead Steward for Full-Time Employees position shall have the right to return to the position held prior to the secondment.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

TRANSFER TO VACANCY OUTSIDE OF BRANCH OR DEPARTMENT

The Employer agrees to provide the redeployment committee with the relevant information pertaining to the identified surplus employee(s) and identified vacancies in order to facilitate the mandate of the Redeployment Committee as described in the "Letter of Understanding – Redeployment Committee".

Consistent with the principles of minimizing disruption in the workforce, and acknowledging the importance of seniority rights and staff preferences, where the Employer identifies surplus employee(s) and vacant permanent position(s) having the same classification, for which the employee(s) have the skills and qualifications to perform the duties, the Employer shall:

1) Offer the identified vacant position(s) to all staff in the same classification in the branch or department with surplus employee(s). If there are no volunteer, offer the affected employees, in order of seniority, the identified vacant positions. Any surplus employee(s) who elects to accept the vacant position(s) shall transfer;

2) Where permanent vacancies continue to exist, the employee shall have the right to elect, in order of seniority within (5) working days to:

   i) Accept the identified vacant position;

   ii) Elect to displace a less senior employee in a permanent position, in the same classification and

seniority level, where the displacing employee has the skills and qualifications to perform the duties of the position (subject to a fifteen (15) day familiarization period) and greater seniority than the incumbent employee. It is understood that the displacing employee accepts the terms an conditions of the selected position.

If the employee elects option ii), above, it is agreed that displacement rights continue in the manner described above. It is agreed that the employee with the least seniority in the same classification and salary level will be transferred to the identified vacancy. Transfers of the least senior employee in the same classification and salary level into the identified vacancy as per this paragraph shall not be subject to the grievance procedure.

Articles 12 and 16 do not apply to this process.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

UNION MANAGEMENT EQUITY COMMITTEE (UMEC) AND BRANCH EQUITY COMMITTEES

1. The Union Management Equity Committee (UMEC) will be comprised of equal union and management representation and a minimum of six (6) union representatives, not including the President and Equity Chair of the Union.

2. The UMEC will meet bi-monthly to generate innovative approaches and review trends and best practices in AOAR and equity. Should either party believe it necessary to meet more than bi-monthly, requests for meetings shall be made in writing.

3. The Branch Equity Committee will meet at a minimum of bi-monthly (every other month) on a standing schedule. Each Committee will consist of:

    - One union rep from each team (or buddy team)
    - Co-chairs will be defined by each group and should have one union and one management co-chair
    - Management to union representation should not exceed 1:3 ratio
    - Staff (including contract and temporary) that are not part of the union or management will also have the option of joining

4. UMEC will be responsible for determining and updating the terms of reference for UMEC and the Branch Equity Committees. Terms of reference for both committees can be accessed on the UMEC page on the Agency's Intranet.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

UNPAID LEAVES OF ABSENCE

Employees may take leaves of absence without pay if entitled to do so in accordance with the provisions of the Employment Standards Act, 2000 (the "Act"). Such leaves currently include:

- Family Caregiver Leave
- Family Medical Leave
- Critical Illness Leave
- Child Death Leave
- Crime Related Child Disappearance Leave
- Personal Emergency Leave
- Emergency Leave: Declared Emergencies and Infectious Disease Emergencies
- Emergency Leave, Declared Emergencies
- Reservist Leave
- Family Responsibility Leave

If an employee is eligible for a leave under the terms of the Collective Agreement which serves the same purpose as a leave under the Act or otherwise provides the employee with the same or greater right, the employee will not be entitled to both.

Unless the employee elects in writing not to do so, an employee on any of the leaves of absence listed above, except for Reservist Leave, will continue to participate in those benefits plans for which they are otherwise eligible, subject to the terms and conditions of the Collective Agreement and the applicable plan(s).

An employee who accrues seniority when actively at work will continue to do so while on any of the leaves listed above. The period of an employee's leave will not be included in determining whether they have completed a probationary period

Employees may be eligible to receive Employment Insurance benefits or be paid for some of the above leaves in accordance with the Employment Standards Act, 2000 and pursuant to the Employment Insurance Act.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORKING FROM HOME

VOLUNTARY WORKING FROM HOME

It is understood that this letter provides guidelines for working at home based on remote/in-office work profiles. The Employer will implement four different work profiles:

In-office (in-office 5 days/week), Hybrid 1 (in- office 3-4 days/week), Hybrid 2 (in- office 1-2 days/week) and Infrequent In-Office (in-office 1-3 days/month). The above noted in-office days may increase from time to time on an as needed basis and the Employer will provide a specific rationale and duration for such temporary change. Employees will be notified of their work profile at least sixty (60) days in advance of implementation.

The Employer may review the profiles and will discuss any proposed changes with the Union. If there are any disputes to the changing of the work profiles, the parties will engage in a mediation process. Employees will be notified of any changes to their work profiles at least sixty (60) days in advance. The work profiles will not be the subject of a grievance or arbitration.

The following are the principles and criteria to be considered when applying the remote/in-office work profiles:

PRINCIPLES

1. Working from a home office will be voluntary unless required under public health requirements or other emergencies.

2. Positions will be assigned to a remote/in-office profile. The position and profiles will be posted on-line in a location TBD.
3. Working at home should not interfere with service. Supervisors will confirm the days employees will work from home as per the applicable work profiles.
4. Employees assigned to work in-office will report to the office at the beginning of their shift unless agreed otherwise by their Supervisor.
5. Employees may conduct community visits during their in-office days, within reason. It is understood that this will not be used as avoidance of the in-office requirement.
6. Working at home will not create additional costs for the Employer or the employee.
7. Supervisors and employees will make sure that adequate communication takes place to ensure effective service to clients. It is understood that when working at home the employee may be contacted at home to discuss or to be assigned work. Case workers must be able to respond in-person to unscheduled case activity from their remote location within a reasonable timeframe unless on approved protected time. The Employer will notify the Union if there are any issues related to response time. Duty workers are not expected to provide coverage for employees working remotely.
8. It is expected that employees will keep their outlook calendars updated and accessible.
9. Supervisors need to establish parameters with employees who are working at home to ensure that work does not infringe on the employees' personal lives or that employees' personal lives do not infringe on their work.
10. Employees do not work at home when it would be more appropriate to access time off such as sick time. Workers

must call in to state that they are unable to work on that day.

11. Employees working in a home office may request a virtual ergonomic assessment of their workspace.
12. Nothing in this Letter of Understanding negates the requirement of the Employer to provide co- teaming, or employees to participate in co-teaming when needed.
13. Any equipment provided by the Employer will be serviced by the Employer, remain as the property of the Employer and be returned to the Employer if the employee's work from home eligibility terminates. It is understood that the maintenance and/or replacement of the equipment and/or materials referred to above is the responsibility of the Employer. Employees shall maintain proper care of all Employer equipment.
14. Attendance at team meetings and supervisory meetings remains an expectation. Employees shall be responsible to attend all mandatory meetings, training, client meetings etc. that are scheduled to be in-person.
15. Employees will take all necessary precautions to ensure confidentiality of information.

CRITERIA

Supervisors may require employees to work in-office more days than the minimum set out in the work profile based on the following criteria:

- Employee is probationary.
- Employee has not met service requirements or attended to cases in a timely manner.
- Where additional in-person supervision or peer support is required to support the employee's performance.

- Operational/service requirements for unexpected and planned coverage, or special events.
- Emergencies

ONTARIO HUMAN RIGHTS CODE

Employees requiring accommodation regarding commuting or working from home due to disability, family status, or other protected ground, can make a request through Human Resources.

ALTERNATIVE LOCATIONS

Employees may work from a location other than their place of residence, provided:

1. The employee can complete all duties, including timely response to unexpected matters requiring in-person attention, from the alternate location.
2. The Employer is aware of the change in location and has approved the change in location.
3. Unless it is impossible to do so, the employee has made the request at least two (2) business days in advance.

MANDATORY WORKING FROM HOME

Where working from home is required under public health requirements or other emergencies, the following will apply:

Meeting with Union

The Employer agrees to meet with the Union on a regular basis so long as any Employee(s) is required to work from home. The Employer agrees to ongoing discussion with the Union regarding:

- improving deficiencies
- reviewing procedures
- considering alternatives to the procedures
- considering an end date to the work from home requirement
- ensuring Collective Agreement and legislative compliance

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORKLOAD – CASELOAD CAP OF INDIVIDUAL WORKERS

The Employer will ensure that an individual worker's caseload will not exceed any of the following levels at any given time:

- Intake – 12 new investigations per thirty-one (31) days, no more than twenty (20) cases at one time
- Community Link Services – 22 cases
- Family Service and Children's Services – 17 cases
- Ready Set Go (RSG) Youth Worker (formerly CCSY) – 19 cases
- Infant Nurse Specialist – 14 cases/month and no more than 18 cases at one time
- Foster Care Resource Workers – 22 Homes
- Kinship Service Support Worker – 18 Providers with no more than 28 children
- Kinship Assessment Worker – 14 cases
- Court Process Clerks – 2 lawyers with coverage of more from time to time for vacation or other short-time absence coverage
- Resource Support Workers – 20 Cases
- Intake Workers completing authorization process with OACAS – 3 new cases every thirty-one (31) days, no more than six (6) cases at one time
- Family and Children's Service Workers completing authorization process with OACAS – 3 cases
- Multi-Service Investigation Teams – 12 new investigations per thirty-one (31) days, no more than twenty (20) cases/investigations at one time.

Note: Where a worker has a mixed caseload covering more than one area of service, the caseload number for that worker shall be

adjusted, based on an average percentage weighting of the caseload numbers in those service areas in which the worker is involved.

The above caseloads do not include cases slated for closing or transfer beyond thirty (30) days after having been identified as such by the supervisor.

The parties agree that the Joint Workload Committee will meet to review and discuss the workload for Adoption Workers, Pape Adolescent Resource Centre

Workers, Legal Services Clerks, Court Processing Clerks, Family Support Workers and Case Aides.

The goal will be to review the workload concerns of these workers and establish caseload ranges and/or caps where appropriate that will operate on a trial basis until the next round of negotiations.

The Joint Workload Committee will review Other Child Welfare ("OCW") cases and whether they should count towards the above case caps. The Joint Workload Committee will also review and discuss the appropriate weighting of caseload numbers for workers with mixed caseloads.

Until the expiry of the collective agreement, the Joint Workload Committee will meet at least one (1) time per month (excluding one of July or August and excluding December). The meetings will be scheduled for at least three (3) hours.

Within sixty (60) days of ratification of the collective agreement, the Employer will engage stakeholders to assess and seek

recommendations regarding the following issues that impact workload:

- The number and type of internal case conferences and consultations required on cases
- Clarify practices and expectations related to case documentation in CPIN
- Introducing a centralized referral process for community partnerships
- Technology to support workers and streamline work processes
- Efficient communication of job and agency related information and details of priorities
- Review and assess the administrative supports available to case workers
- Review the community branch and intake case assignment model

The Employer will update the Joint Workload Committee regarding the stakeholder engagement process, recommendations and agency plans regarding the recommendations. The Joint Workload Committee will have an opportunity to provide feedback to the stakeholders and to the Executive Team as part of its quarterly report.

In addition, the Employer will initiate a robust workload assessment process with increased accountability for Supervisors and Directors that will involve monthly updates to the Joint Workload Committee.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORKLOAD – TEMPORARY CASELOAD CAP OF INDIVIDUAL WORKERS (NEW)

Reduction of Case Caps for the following workers, effective April 1, 2027 and expiring March 31, 2028:

- **Family Service – 16 cases (previously 17 cases)**
- **Children's Service – 16 cases (previously 17 cases)**
- **Child & Youth Services – 16 cases (previously 17 cases)**
- **Ready Set Go (RSG) Youth Worker (formerly CCSY) – 18 cases (previously 19 cases)**

Case caps above will revert to previous case caps effective March 31, 2028, unless otherwise agreed to.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORKPLACE SAFETY AND INSURANCE BOARD

For the duration of this collective agreement, the following shall apply:

1. All employees shall be covered by the Workplace Safety and Insurance Act.

2. An employee prevented from performing their regular duties on account of a work related injury or illness and who is entitled to full loss of earnings benefits by W.S.I.B. shall receive from the Employer the difference between the amount payable by W.S.I.B. and the employee's rate of pay at the date of injury or illness. Pending an initial adjudication of the insurable claim, the Employer shall continue to pay the employee full pay and benefits of the Agreement. Should W.S.I.B. decline the claim and the employee appeal W.S.I.B.'s decision, the Employer shall continue to pay the employee full pay and benefits of the Agreement providing the Employer is in agreement that the illness or injury is work related. Should the Employer not support the illness or injury as work related, the employee will be placed on sick leave following W.S.I.B.'s initial decline.

3. An employee receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B shall accumulate service and seniority and shall be entitled to all benefits under this Agreement during the first one hundred and five (105) calendar days absence. After one hundred and five (105) calendar days of absence; special leave days and authorized absence entitlement will

be frozen and reinstated upon their return to work. In any case, while receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B., the Employer shall continue to pay its share of all premiums for employee benefits plans, based on one hundred (100%) percent earnings, providing the employee continues to pay their share (if any) of the cost of benefits. Entitlement under this section ceases upon the termination of the employment relationship between employee and the Employer.

4. The Employer agrees that employees who suffers injury by accident arising out of and in the course of employment (within the meaning of the Workplace Safety and Insurance Act), shall be reinstated in the position they held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date, when medically able to perform the essential duties.

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORK PROFILES AMENDMENT – Administrative Assistants

The Employer agrees to amend the minimum in-office requirement for Administrative Assistants with sixty (60) days notice in advance of implementation, following the 2026 date of ratification of the renewal Collective Agreement.

- **Administrative Assistants minimum in-office requirement amended to two (2) days per week (previously 3-4 days per week)**
- **A distinct work profile will be established with an in-office minimum of 2 days per week.**
- **The in-office requirement is a minimum and could be temporarily changed in a particular week to meet administrative, service and operational needs**

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

WORK PROFILES IN-OFFICE DAYS DEFINITION and REQUIREMENTS

The Work Profiles in-office days definition and requirements are outlined and clarified as follows:

- **The definition of "in-office" days includes the following:**
  - **Working in person at 30 Isabella**
  - **Working in the community (eg. Access visits, in-person service user/client interface)**
  - **Court appearances**
  - **Attending in-person job related/required meetings, conferences, conventions, seminars, training and development**
  - **Undertaking required job functions, accountabilities and duties outside of the office or home (not working from home)**
  - **There may be times due to coverage needs, where workers will be required to come into the office at 30 Isabella for additional in-office day(s)**
- **In the event an employee is absent during their scheduled or required in-office day, they will not be required to make up this in-office day to comply with the minimum in-office for their Work Profile.**

Dated at Toronto, Ontario this 10th day of March, 2026.

FOR THE EMPLOYER

FOR THE UNION

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