

# Collective Agreement

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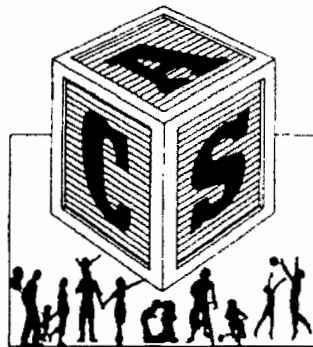
Children's Aid Society of Algoma

- and -

Canadian Union of Public Employees  
and its Local 5269

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Duration: April 1, 2017 – March 31, 2020



**CUPE·SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
1	Purpose	1
2	Recognition	1
	• Definitions	2
	• Supervisor	2
	• Work Day	2
	• Statutory Holidays	2
	• Full-Time Employees	2
	• Part-Time Employees	2
	• Relief Employees	2
3	No Discrimination	3
	• Employer Shall Not Discriminate	3
	• Personal Rights	4
	• Workplace Violence and Harassment	4
	• Procedure to Follow Re Sexual/Personal Harassment	5
4	Union Membership and Union Dues	5
5	Management Rights	5
6	Union Representation	6
	• Employer and Union Meetings	7
7	No Strikes – No Lockouts	8
8	Grievance Procedure	8
9	Arbitration	9
10	Expression of Dissatisfaction	10
11	Discipline	10
12	Discharge Cases	11
13	Technology Change	11
14	Seniority	12
	• Seniority List and Date of Hire List	13

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
15	Performance Reviews	13
16	Job Security	14
	• Qualifications	14
	• Organizational Changes	14
17	Layoffs and Recall	14
	• Redeployment Committee	16
	• Composition of Redeployment Committee	16
	• Recall Procedure	17
	• Role of Seniority in Layoffs	17
18	Recruitment and Retention (Mobility of Employees in the Child Welfare Sector)	17
19	Staff Changes	18
	• Probation	19
20	Temporary Transfers	19
21	Leave of Absence	19
	• Funeral Leave	20
	• Paid Jury Duty or Court Witness Duty	20
	• Pregnancy/Parental Leave	21
	• Compassionate Care Leave	21
22	Employee Protection	22
23	Wages	23
	• Anniversary Raise	23
	• Starting Experience Allowance	23
24	Hours of Work and Overtime	24
	• On Call	25
	• Emergency Call-Out	26
25	Paid Public Holidays	27
	• Substitute Days	27
26	Vacations With Pay	27

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
27	Group Benefits	30
	• Benefits	30
	• Benefits for Part-Time Employees	30
	• Wellness Strategy	31
	• OMERS	31
	• WSIB	31
28	Short Term Disability and Sick Leave	32
	• Sick Leave and Personal Leave	32
	• Duty to Accommodate (Human Rights Code)	33
29	Staff Development	34
30	Transportation Allowances	35
	• Agency Vehicles	36
31	Long Service Pay	37
32	Cellular Phones	37
33	General	37
	• Reimbursement of Expenses	37
	• Convention, Conference and Meeting Attendance	38
	• Moving Costs	38
	• Pay Periods	38
	• Termination	38
	• Employment of Reference	38
	• Confidentiality	39
	• Crossing Picket Lines	39
	• Government Sponsored Grant Programs	39
	• Acting Management Positions	39
	• Professional Fees and Affiliation	39
34	Workload	40
	• Workload Caseload Ranges and Caps	42
	• Workload Review Process	43
35	Safe and Healthy Workplace	44
	• Health and Safety Committee	44
	• Violence-Free Workplace	44
	• Injury Pay Provisions	45
	• CPR/First Aid	45
36	Re-Negotiation	45
37	Duration	45
	Sign Off	46

## **SCHEDULE “A”**

Salary Scales for Full-Time, Part-Time and Relief Employees

- 2017/04/01
- 2018/04/01
- 2019/04/01
- 2020/04/01

## **SCHEDULE “B”**

Protocol/Procedure for Reimbursement Accident/Malicious Damage to Vehicles

## **SCHEDULE “C”**

Compressed Work Week Day Off

- Preamble
- Procedure

## **APPENDIX A**

Health Care Spending Account

## **LETTERS OF UNDERSTANDING**

- On Call Working Group
- Provincial Discussion Table and Sub-Committee
- Compressed Work Week and Compensatory Time Issues
- Hours of Work and Overtime
- Local Superior Provisions
- Benefit Savings
- Human Resources Adjustment Plan (HRAP) Including Appendix B
- Worker Safety Study
- Implementation of CPIN



**THIS AGREEMENT made and entered into this 1<sup>st</sup> day of June, 2017**

**B E T W E E N:**

**CHILDREN'S AID SOCIETY OF ALGOMA  
(hereinafter called the "Employer")**

**OF THE FIRST PART;**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5269  
(hereinafter called the "Union")**

**OF THE SECOND PART.**

**ARTICLE 1 - PURPOSE**

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to facilitate a prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement and further, subject to the fulfilling of the objectives of the Employer, to give service to the public in accordance with the Child & Family Services Act.
- 1.02** The Employer will endeavour to provide channels and opportunities for full participation by employees in developing agency programs and policies affecting their work and service to clients. As well, the Employer recognizes that staff may wish to attend the Employer's public Board Meetings.

**ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Canadian Union of Public Employees and its Local 5269 as the sole and exclusive collective bargaining agent for all employees listed in Schedule "A" of the Collective Agreement (Full-Time, Part-Time and Relief Employees). The Employer hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.
- The Employer agrees to sign a Letter of Intent for all new bargaining unit positions created during the term of the Collective Agreement that would add those positions to Schedule "A".

## 2.02 Definitions

**Supervisor:** The term “Supervisor” when used in this Agreement shall mean a management person who is not a member of the bargaining unit.

**Work Day:** For the purpose of this Agreement a “Work Day” is defined as a regular work day from Monday to Friday, excluding Statutory Holidays.

**Statutory Holidays:** For the purpose of this Agreement, a “Statutory Holiday” is defined as the twelve (12) paid public holidays outlined in Article 25. The Employer will designate a substitute day when the paid public holiday falls on a Saturday or Sunday.

**Full-Time Employees:** Refers to permanent employees working thirty-five (35) hours per week on a regular basis.

**Part-Time Employees:** Refers to permanent employees working less than thirty-five (35) hours per week on a regular basis.

### **Relief Employees:**

1. Refers to employees who are utilized as follows. The rate of pay will be according to the position being filled and the experience level of the employee (Article 23):
  - a) To replace a full-time or part-time employee on a leave of absence per Articles 11 and 21 or absent due to vacation, illness, STD, LTD or WSIB.
  - b) To fill a vacant position while a competition is being held.
  - c) To fill a vacant position when the Employer requires a period of time to explore the viability of the position as a permanent full-time or part-time position. In the case of this sub-paragraph (c) only, the period of time is a maximum of six (6) months. Extension could be sought with mutual consent.
  - d) To supplement the current complement of full-time employees on a temporary basis. In the case of this sub-paragraph (d) only, where this position is filled on a full-time or part-time basis for a continuous period of nine (9) months, that position will be reviewed by the Employer to determine whether the position will move to permanent status or be eliminated. If the position is deemed to be permanent, it will be posted in accordance with Article 19.
  
2. The utilization of relief employees shall be based on the following factors:
  - a) Skill, competence and efficiency; and
  - b) Date of hire.

Where in the judgment of the Employer the qualifications in (a) are relatively equal, the date of hire shall govern. Such judgment shall be made in a fair, impartial and consistent manner.

3. Have no right to claim permanent jobs with the Employer.
4. Have no access to the grievance procedure relative to job postings or termination of employment (two weeks' notice by either party).



5. Shall not receive any of the benefits outlined in Articles 21, 26, 27, 28 and 31 (notwithstanding Article 27.04 – OMERS).
  6. Will receive 10% in lieu of benefits. If the relief employee meets the qualifications of the OMERS Plan, and opts to join the Plan, s/he will receive 7% in lieu of benefits.
  7. Will receive the following coverage:
    - Employment Insurance
    - WSIB
    - CPP
    - Ontario Health Plan
    - All Statutory Holidays outlined in Article 25
    - All entitlements under the Employment Standards Act.
  8. Will be entitled to a two (2) week unpaid vacation period during the course of the year. This will be scheduled in consultation with their supervisor and approval granted based on coverage and service needs.
- 2.03** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and to provide a copy of the Agreement then in force. Each new employee shall be granted a meeting with a Union Representative for up to thirty (30) minutes as arranged with the supervisor involved. The Employer shall notify the Union in writing of the name, classification and salary of all new employees as soon as possible after the date of hire.
- 2.04** No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.
- 2.05** No full-time employee will be laid off or terminated for reason of his/her work being assigned to part-time employees.
- 2.06** Persons (internal, external, paid, and unpaid) whose jobs are not in the bargaining unit shall not work on any positions that are in the bargaining unit, to the extent that bargaining unit employees are laid off.

### **ARTICLE 3 - NO DISCRIMINATION**

#### **3.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union.

### **3.02 Personal Rights**

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

### **3.03 Workplace Violence and Harassment**

The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual.

The Employer and the Union recognize the right of employees to work in an environment free from violence and harassment, discrimination, disruptive work place conflict and disrespectful behaviour.

#### **Definitions**

##### **Workplace Harassment**

“Workplace harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome

##### **Workplace Violence**

“Workplace violence: means;

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

##### **Personal Harassment**

“Workplace Personal Harassment” is any unwelcome behaviour, conduct or communication, directed at an individual that is offensive to that individual and is based on gender, marital status, sexual orientation, race, colour, religion, origin, ancestry, age or disability (as defined by the Human Rights Code).

Any conduct directed at an individual which is intimidating, humiliating or belittling and which would be considered offensive.

##### **Sexual Harassment**

“Workplace sexual harassment” would include harassment of a worker because of sex, sexual orientation, gender identity or gender expression or an unwelcome sexual solicitation or advance by a person who is in the position to confer, grant or deny a benefit or advancement,

where the course of comment or conduct is known or ought reasonably be known to be unwelcome.

Any offensive sexual comment, gesture, physical contact or demand for sexual favours which is unwanted, deliberate and unsolicited (as defined by the Human Rights Code).

A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

### **3.04 Procedure To Follow Re: Sexual/Personal Harassment**

- a) In cases of sexual/personal harassment, the employee who is harassed will not be transferred against his/her will.
- b) Cases of sexual/personal harassment shall be considered as discrimination and shall be eligible to be processed as a grievance. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- c) Both parties agree that all proceedings and results thereof will be dealt with in the strictest confidence.

## **ARTICLE 4 - UNION MEMBERSHIP AND UNION DUES**

- 4.01** All employees of the Employer embraced by this Agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union agrees to indemnify and save harmless the Employer in respect of all suits, actions, or causes of action, which may arise in respect of the deduction of dues, provided for herein.
- 4.02** The Employer agrees to deduct from the monthly payroll from all employees who are members of the bargaining unit, the dues as prescribed by the Union to the Employer and to remit the dues together with a record of those from whose pay deductions have been made to the National Secretary Treasurer of the Union on or before the 20th of the following month.
- 4.03** A record of the number of hours worked by each employee in the deduction period and the rate of pay that each has received will be included in the monthly dues check-off list.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01** The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
  - a) Maintain order and efficiency;

- b) Hire, promote, demote, classify, transfer, suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that s/he has been demoted or improperly:
  - i. classified
  - ii. transferred
  - iii. suspended

or discharged or otherwise disciplined without just cause may be the subject matter of a grievance and dealt with as hereinafter provided;

- c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees, provided that when new rules are proposed, a copy shall be given to the President and Vice President or their designate, and an opportunity to discuss any new rules.
- d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

**6.01** The Employer acknowledges the right of the Union to appoint or otherwise select a President, an executive committee, a negotiating committee, a grievance committee and stewards.

**6.02** The Employer agrees to recognize the following representatives of the Union:

- a) The President or designate whose duties shall be to handle Union business and act as liaison between the Union and the Employer on any matters of concern to the parties.
- b) A negotiating committee consisting of the President of the Local as well as not more than three (3) other employees, and a representative of the Canadian Union of Public Employees. The Employer agrees to pay the salaries and benefits of up to four (4) employee representatives of the Union Negotiating Committee. For purposes of clarity, the payment assumed by the Employer would be the regular straight time earnings of a maximum of four (4) 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 up to a maximum of six (6) days of negotiations or up to the point of conciliation.
- c) A grievance committee of two (2) employees from the bargaining unit and the President, Vice-President or their designates.

**6.03** For the purposes of this article, the name and position of each of the stewards and committee members shall be given to the Employer in writing whenever the membership of the stewards or committees is changed. The Employer shall not be required to recognize any such stewards or committee members until it has been so notified.

**6.04** The privilege of committee members to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

a) Such business must be between the Union and the Management. Employees having grievances may discuss these with the committee members in working hours after having received prior approval of his/her supervisor;

b) The time shall be devoted to the prompt handling of necessary Union business;

c) The committee members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld; and

d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

e) Leaves of absences without pay (i.e. the Employer continues to pay wages and benefits then invoices CUPE for reimbursement) to attend Union conventions, conferences, schools and collective bargaining, is cross-referenced under Article 21.02.

**6.05** The Union and the employees will not engage in Union activities during working hours. The foregoing shall not apply to the processing of a grievance. The employees will be allowed to hold meetings on the Employer premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director or his/her designate. The Executive Director or his/her designate reserves the right to limit the use of said premises.

**6.06 Employer and Union Meetings**

The Employer and the Union agree to meet up to four (4) times during the year to discuss any matter related to the collective agreement, including pending or current grievances, and pending or current arbitrations.

Participants from the Employer:

- Human Resources Manager
- Two other Employer representatives with advance notice to the Union.

Participants from the Union:

- President and Vice President (or designates(s)) – CUPE Local 5269
- The CUPE National Representative with advance notice to the Employer.

Agenda items will be sent by e-mail in advance with a full description of the items so both parties come prepared for the discussion. Items tabled at the meeting will be discussed at the next quarterly meeting.

## **6.07 Correspondence**

All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Human Resources Manager or their designate, the President and Vice President or their designate(s) of the Local and the CUPE National Representative.

## **ARTICLE 7 - NO STRIKES - NO LOCKOUTS**

**7.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike and the Employer agrees that there will be no lockout. Strikes and lockouts are to be defined according to the Labour Relations Act of Ontario.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

**8.02** It is the mutual desire of the parties that all complaints and grievances will be addressed as quickly as possible. A member from the grievance committee shall be allowed reasonable time without loss of pay during working hours to investigate grievances. The said committee member requires prior approval from a supervisor to investigate grievances during working hours. Such approval will be granted subject to the right of the Employer to limit such time if it deems it to be excessive. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor. If these discussions do not produce a satisfactory resolution, the matter may be grieved and processed in the following manner:

### **Step #1**

The employee must submit a signed written grievance to his/her immediate supervisor within ten (10) working days of the event that gave rise to the grievance. The written grievance shall specify the clause or clauses in the Agreement that the grievor believes the Employer has violated and it shall state in what manner the Employer has violated the stated clause(s). The immediate supervisor and grieving employee are encouraged to seek a mutually satisfactory resolution at this point in the process. The grievor is entitled to be accompanied by a member of the grievance committee during any meeting s/he attends with management to discuss his/her grievance. The supervisor shall submit his/her answer in writing within ten (10) working days of the grievance being submitted to him/her. For purposes of calculation in this context, the day the grievance is submitted to the supervisor will be deemed the first working day.

### **Step #2**

Failing settlement at the Step #1 stage, or if the supervisor fails to submit his/her reply within the ten (10) working days time frame, the employee shall present his/her original written grievance to the Employer's Executive Director or his/her designate. This submission must be made within ten (10) working days from when the reply is received or should have been received from the supervisor. The Executive Director or his/her designate shall arrange a meeting of the parties to consider the grievance within ten (10) working days of receiving the employee's grievance. The Step #2 meeting may be attended by the grievor, the Executive

Director and/or his/her designate a member from the grievance committee and a member from the Employer's management group. Each party may also have two (2) representatives from outside the agency providing notice of such representation is given in advance to the other party. The Employer's Executive Director or his/her designate shall have ten (10) working days from the date of the Step #2 meeting to render the Employer's decision.

### **Step #3**

If the grievance is not resolved at Step #2, the matter may proceed to arbitration. The notice to proceed to arbitration shall be received within ten (10) working days from the date on which the Executive Director or his/her designate rendered his/her decision or should have rendered a decision from the Step #2 meeting.

- 8.03** It is understood that the Employer may bring forward at any meeting held with the Union President and Vice President or their designate(s) any complaint with respect to the conduct of any employee covered by this Agreement, or any complaint with respect to the conduct of officers, committee persons or Union representatives, and if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.
- 8.04** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance is submitted within thirty (30) calendar days of the incident or when the Union ought to have become aware of the incident.
- 8.05** All policy grievances shall be initiated in writing at the Step #2 level of the Grievance Procedure.
- 8.06** After a grievance has been initiated by the Union, the Executive Director and/or his/her designate shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- 8.07** All time limits in the grievance procedure shall be deemed to be mandatory. Failure on the part of the Union to adhere to the time limits will result in the complaint or grievance being dropped. Failure on the part of the Employer to adhere to the time limits will result in the complaint or grievance being advanced to the next step of the grievance procedure. The time limits may be extended by mutual agreement of the parties in writing.
- 8.08** The Employer and the Union may agree to the appointment of a Grievance Settlement Officer in an endeavour to effect a settlement prior to arbitration.

## **ARTICLE 9 - ARBITRATION**

- 9.01** Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled, will, at the written request of either of the parties, be referred to a single arbitrator.
- 9.02** A single arbitrator will be chosen by the parties to deal with the arbitration matter. This selection will occur from the following list of four (4) arbitrators: Arbitrators William Kaplan, Louisa Davie, Paula Knopf and Brian Sheehan.

- 9.03** Within five (5) working days of the request to proceed to arbitration, the parties will agree to a single arbitrator as outlined in Article 9.02 and begin the process of selecting a date for the hearing.
- 9.04** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.
- 9.05** The expenses of the arbitrator will be jointly paid by both parties.

#### **ARTICLE 10 - EXPRESSION OF DISSATISFACTION**

- 10.01** The Employer shall meet with an employee in person to discuss any expression of dissatisfaction concerning his/her work. Written particulars of such dissatisfaction will be provided to the employee by the employer within ten (10) working days of the occurrence/event giving rise to the dissatisfaction. The employee's reply to such complaints or expression of dissatisfaction shall become part of his/her record. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion or other related matters.
- 10.02** Following a period of twelve (12) months after the expression of dissatisfaction has occurred and upon the request of the employee, his/her supervisor shall review the matter with the employee and should it be found that there has been no recurrence of the problem, it shall be removed from the individual's file.

It is agreed that the twelve (12) months shall be extended by any break in service, secondment, leave of absence, or continuous sick leave in excess of six (6) weeks.

#### **ARTICLE 11 - DISCIPLINE**

- 11.01** Whenever the Employer deems it necessary to notify an employee of disciplinary action regarding his/her work the following procedure will be followed:
- a) The supervisor shall notify the employee in person of any disciplinary action concerning his/her work within ten (10) working days (or as soon thereafter as is practical) upon hearing of the event or complaint. In the event the employee is not available for such notification, s/he will be given written notice.
  - b) When the original notification is provided at a meeting, the supervisor shall provide the employee with a written explanation of the disciplinary action within five (5) working days following the meeting.
  - c) When the original notification is presented in writing, the supervisor shall include a request for the employee to meet with his/her supervisor at the first available opportunity to discuss the contents of the letter.
  - d) The Employer's notification shall include the particulars of the employee's work performance that led to such disciplinary action. The employee's reply to such disciplinary action shall become part of his/her personnel file.



If the above procedures are not followed, such disciplinary action shall not become part of the employee's record for use against him/her in regards to discharge, discipline, promotion, demotion or other related matters.

- 11.02** An employee shall have the right to have one (1) President/Vice President or one (1) steward present at any discussion with supervisory personnel where discipline or matters of grievance/arbitration are concerned. The union will ensure one of these representatives will be available within 24 (twenty-four) hours.
- 11.03** Following a period of twelve (12) months after the infraction has occurred and upon the request of the employee, his/her supervisor shall review the matter with the employee and should it be found that there has been no recurrence of the problem, it shall be removed from the individual's file. The only exception would be the retention in the individual's file, of material related to infractions of a moral turpitude nature, that is, immoral behaviour which is offensive by community standards.

It is agreed that the twelve (12) months shall be extended by in break in service, secondment, leave of absence, or continuous sick leave in excess of six (6) weeks.

## **ARTICLE 12 - DISCHARGE CASES**

- 12.01** A claim by an employee who has completed the probationary period that s/he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director or his/her designate at Step #2 of the Grievance Procedure within five (5) working days after the employee ceases working for the Employer and for the purposes of this Article, Step #1 shall be waived. Such special grievances may be settled by mutual agreement at any time including after the release of the award by:
- a) Confirming the management's action in dismissing the employee; or
  - b) Reinstating the employee with full compensation for time lost; or
  - c) Any other arrangement that is just and equitable in the opinion of the conferring parties.

## **ARTICLE 13 – TECHNOLOGY CHANGE**

- 13.01** Technological Change (Definition) Technological Change shall be defined as a change as a result of the introduction of equipment, materials, processes and software different in nature to that previously utilized by the Employer.
- 13.02** Notice of Intention and Implementation Where the Employer is considering the introduction of Technological Change, the Employer shall notify the Union one hundred and twenty (120) days in advance, or as early as possible, of any Technological Change implementation or intention to implement. No Technological Change shall be implemented until the Union has had one hundred and twenty (120) days' notice under this Article.
- 13.03** At least sixty (60) days prior, or as early as possible, to the implementation date of the Technological Change, the Employer shall provide a full and comprehensive outline of the

technological change. The outline shall include all impacts to the bargaining unit including, but not limited to, lay-offs, restructuring details, redundancies, new or amended job descriptions, training outlines and job evaluation or pay equity implications. No Technological Change shall be implemented until the Union has had sixty (60) days' notice under this Article.

**13.04** Training Benefits Where new or greater skills are required than are already possessed by an affected employee(s) under the present methods of operation, such employee(s) shall, at the expense of the Employer, be given a maximum period of twelve (12) months, during which they may acquire the skills necessitated by the new method of operation.

#### **ARTICLE 14 - SENIORITY**

**14.01** Seniority for full-time and part-time employees as referred to in this Agreement shall mean length of continuous service in a permanent position for the Employer, except as amended in Article 26.01. Where the seniority date of more than one (1) employee is the same as another employee, the date of hire shall be used to determine the order in which employees are placed on the seniority list. If the seniority issue is still unresolved the Employer and the Union shall meet and agree on a method to resolve the issue.

**14.02** Seniority shall accumulate in the following circumstances only:

- a) When absent from work due to lay-off, sickness or accident (not WSIB related) in which case seniority will continue to accumulate for a period of time equal to eighteen (18) months;
- b) When employees are on approved leave of absence without pay, then seniority will continue to accumulate for the first four (4) months of such leave;
- c) When absent on vacation or on paid holidays;
- d) When actually at work for the Employer; and
- e) When absent on pregnancy or parental leave.

**14.03** Seniority shall terminate and an employee shall cease to be employed by the Employer when s/he:

- a) Voluntarily quits his/her employment with the Employer;
- b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- c) Is absent from work without pay for a continuous period of six (6) months for reasons other than illness or lay-off. In the case of a leave of absence, this period can be extended upon mutual agreement in writing prior to the end of six (6) months provided the request is made at the earliest reasonable opportunity;
- d) Fails to return to work upon the termination of an authorized leave of absence (within three (3) days) unless a reason acceptable to the Employer is given;

- e) Accepts gainful employment while on leave of absence without first obtaining the consent of the Employer to be confirmed in writing. Consent is not to be unreasonably withheld;
- f) Is absent without leave for three (3) consecutive days during which time s/he has not contacted the Employer directly when s/he has had an opportunity to do so. Proof of the matter is the responsibility of the employee;
- g) Fails to report for work within ten (10) working days after date of registered Letter from the Employer following a lay-off, unless absent for a reason satisfactory to the Employer;
- h) Is absent from work for thirty-six (36) continuous months due to illness;
- i) Retires under the Ontario Municipal Employees Retirement Plan; and,
- j) Is laid off for a period of time in excess of eighteen (18) continuous months.

#### **14.04 Seniority List and Date of Hire List**

- a) Seniority for full-time and part-time employees will be revised each six (6) months, a copy of the list will be posted in the office and a copy given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first five (5) working days from the date his/her name first appears on a seniority list, provided s/he is at work when the list is posted, then s/he shall be deemed to have proper seniority standing. In the event the employee is not at work, s/he must object to his/her seniority standing within three (3) working days from the date s/he returns to work.
- b) A date of hire list for relief employees will be revised every six (6) months, a copy of the list will be posted in the office and a copy given to the Union. If an employee does not challenge the position of his/her name on the date of hire list within the first five (5) working days from the date his/her name first appears on a date of hire list, provided s/he is at work when the list is posted, then s/he shall be deemed to have proper date of hire standing. In the event the employee is not at work, s/he must object to his/her date of hire standing within three (3) working days from the date s/he returns to work. This date of hire list is to be utilized only for the purposes of Article 19.

**14.05** It shall be the duty of each employee to notify the Employer promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

### **ARTICLE 15 - PERFORMANCE REVIEWS**

**15.01** The Employer agrees to provide written performance reviews to employees after completing their probationary period and every year thereafter, which shall be used solely for the purposes of development of the employee in question. Performance reviews are a mutual process whereby the employee and employer jointly review the employee's performance. The content of such performance reviews shall not be grievable. Such performance reviews shall not be used in any grievance proceedings by the employee or for the purpose of discharge by the employer.

**15.02** Employees shall be given an opportunity to read any formal, written review of his/her performance. Should the employee disagree with the content of the said document, or any portion thereof, s/he shall be given the opportunity to provide a written statement of his/her disagreement that will be attached to and become a part of the said document. All performance reviews and employee's additional remarks are to be maintained on the employee's personnel file.

**15.03** Employees shall have access to their personnel files; the personnel file will commence as of the date of employment.

## **ARTICLE 16 – JOB SECURITY**

### **16.01 Qualifications**

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

### **16.02 Organizational Changes**

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

## **Article 17 – LAYOFFS AND RECALL**

**17.01** A layoff shall be defined as a position being declared redundant or the reduction in the regular hours of work of a full-time or part-time employee.

**17.02** In the event of a proposed layoff of a full-time or part-time position, or the elimination of an established position within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than sixty (60) days' notice of the proposed layoff or elimination of the position;
- b) Prior to the individual layoff notice(s) being issued a redeployment Committee shall convene in accordance with Article 17.05 whose mandate will also include identification

and implementation of early retirement and voluntary resignation in accordance with Article 17.03

- c) Provide to the affected employee(s), if any, no less than sixty (60) days written notice of layoff or pay in lieu thereof; and,
- d) Use every reasonable effort to assist employees affected by a layoff to find alternative employment if necessary.

**17.03** Layoffs shall be based upon the following factors:

- a) Seniority;
- b) Skill, competence and efficiency; and
- c) Maintaining the integrity of service delivery within the North, Central and East locations.

In the event of a lay-off within a position, prior to notice(s) of layoff being issued, the Employer shall first offer early retirement to eligible employees in the position affected by the lay-off. The Employer shall offer 26 weeks severance for those eligible employee(s) who accept early retirement.

The Employer shall then offer voluntary resignation package(s) from the position affected by the lay-off. The Employer shall offer 26 weeks severance for those employee(s) who accept voluntary resignation. The Employer may grant or deny such voluntary lay-off in its discretion.

Should there be an insufficient number of voluntary lay-offs and a lay-off within a position is required, employee(s) shall be laid off in the reverse order of seniority within the position affected by the lay-off, subject to factor (c) above.

Should a layoff occur in a geographical location that will affect the integrity of service delivery (i.e. the most junior employee(s)), the Employer will present the next senior employee within the position affected by the lay-off who satisfies the qualifications in (b) above with the following options:

- a) relocating to the affected area;
- b) accepting the reduction in hours of work (if applicable);
- c) accepting the layoff.

The affected employee shall within five working (5) days of receiving notice of lay-off advise the employer whether he or she wishes to accept the layoff or would like to exercise his or her displacement rights by displacing the employee (if any) who is:

- a) the least senior bargaining unit employee; and
- b) within the same position or a lower position than the affected employee, providing that the affected employee would possess the necessary qualifications.

If another employee is thereby displaced by the affected employee that displaced employee shall be laid off unless they are able to displace another employee in accordance with the process outlined above.

The factors to be considered when assessing factor b) above include educational, linguistics, cultural, experience and any other stipulated requirements of that particular position.

Note: For purposes of displacement within the same position or a lower position, this includes any job within the same salary band.

**17.04** The Employer agrees that all laid off permanent full-time and part-time employees will receive their pro-rated vacation entitlement for the calendar year in which the layoff occurs. If an employee retains his/her recall rights and is recalled to work during the calendar year she/he was laid off, they will accrue vacation from the date of recall forward.

**17.05 Redeployment Committee**

A redeployment committee will be established not later than two (2) weeks after the notice of layoff is given to the Union; but 45 days prior to a notice of layoff being issued to the employee(s)

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 and whether the changes may have an effect on working conditions and terms of employment of the employees affected.

In the event of restructuring; reorganization, full or partial amalgamation, share services, merger of the Employer, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the Employer.

The mandate of the redeployment committee is to:

- a) Identify and propose alternatives to the proposed layoff(s) or elimination of position(s);
- b) Identify and propose work that could be performed by bargaining unit employees who are or would otherwise be laid off;
- c) Identify vacant bargaining unit position(s) that may become vacant within a eighteen (18) month period.

It is recognized that final decisions with respect to recommendations emanating from the redeployment committee rest solely with the Employer.

**Composition of Redeployment Committee**

The redeployment committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the redeployment committee shall be held during normal working hours. Time spent attending such meetings shall be considered as work time for which the Union representative(s) shall be paid at their regular rate.

Each party shall appoint a co-chair for the redeployment committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

#### **17.06 Recall Procedure**

- a) An employee who is subject to permanent layoff shall have the following entitlements:
  - i) Be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
  - ii) 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.
- b) An employee may refuse recall to any position that is seventy-five (75) kilometres or more from their previously held position without losing their recall rights.
- c) An employee may refuse recall to any relief position that is less than equivalent to their previously held position i.e.: wages, hours of work, etc. without losing their recall rights.
- d) It shall be the duty of all employees to notify the Employer promptly, in writing, of any change of address. If an employee should fail to do this, the Employer shall not be held responsible for failure of a notice to reach the employee, and any notice sent by Registered Mail to the address which appears on the personnel record, shall be deemed conclusively to have been received by the laid off employee.

**17.07** New employees shall not be hired until those laid off have been given an opportunity of recall, provided the employee to be recalled, in the judgment of the Employer, possesses the skill, competence and efficiency to perform the work. Such judgment shall be made in a fair, impartial and consistent manner.

#### **17.08 Role of Seniority in Layoffs**

- a) Any employee on layoff shall have eighteen (18) months from date of layoff the opportunity for relief work required by the Employer, prior to such work being offered to relief employees.
- b) Relief work shall be offered to laid-off employees in order of seniority based on qualifications to perform the work, in the judgment of the Employer, as opportunities arise. Such judgment shall be made in a fair, impartial and consistent manner.
- c) An employee on layoff must submit his/her name for inclusion on the list if s/he is to be recognized on the relief list.

### **ARTICLE 18.00 - RECRUITMENT AND RETENTION – MOBILITY OF EMPLOYEES IN THE CHILD WELFARE SECTOR**

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

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

## **ARTICLE 19 – STAFF CHANGES**

**19.01** Vacancies, promotions, and transfers, shall be based on the following factors:

- a) Skill, competence and efficiency; and
- b) Seniority.

Where in the judgment of the Employer, the qualifications in a) are relatively equal, seniority shall govern. Such judgment shall be made in a fair, impartial and consistent manner.

In the case of relief work, where in the judgment of the Employer, the qualifications in a) are relatively equal, the date of hire shall govern. Such judgment shall be made in a fair, impartial and consistent manner.

**19.02** Where the Employer determines that a vacancy exists within the bargaining unit, or where a temporary vacancy arises as a result of the necessity to replace an employee on a leave of absence, the Employer shall post a notice of vacancy for a period of seven (7) calendar days.

**19.03** Bargaining unit job postings on the employee bulletin boards shall contain, at a minimum, the following information: nature of the position, qualifications, wage rate or salary range.

**19.04** An employee wishing to make application shall do so within the required time limit forwarding his/her application to the Human Resources Department. The Employer is not obligated to consider applications from full-time or part-time employees for transfer within the first three (3) years of permanent employment.

**19.05** Before any outside applicant is considered, the Employer shall give consideration to applications that may have been received from bargaining unit employees.

**19.06** Within seven (7) calendar days of the appointment to a vacant position, the Human Resources Department will e-mail a staff welcome notice with the name of the successful candidate, to all employees.

Upon request, the Employer shall provide a full written explanation and notification of reasons for denial to all internal applicants who have applied for job postings within ten (10) working days of their request.



The Union shall be notified of all temporary vacancies, hirings, transfers, leave of absences and terminations of employment.

#### **19.07 Probation**

- a) Child Protection Workers, Children Services Workers, Assessment Workers, Foster Care Workers will be considered on probation for a nine (9) month definite period.
- b) Residential Intervention, Case Aid, Support Workers, Computer Support Technicians, Accounting Assistants, Computer Support Assistants, Administrative Assistants, Maintenance Workers, Drivers, Office Workers, Custodians, Access Workers, Family Preservation and Family Intervention will be considered on probation for a six (6) month definite period.
- c) Full-time and Part-time employees will have no seniority rights during their probationary period. After completion of the probationary period, their seniority shall date back to the day on which their permanent full-time or part-time employment began. The dismissal, lay-off, or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance. An employee shall be notified in writing that s/he has completed his/her probationary period.

#### **ARTICLE 20 - TEMPORARY TRANSFERS**

- 20.01** An employee who is transferred for a period of not more than three (3) months shall be deemed to be on a temporary transfer, and such transfer will not be grievable.
- 20.02** An employee temporarily assigned/transferred shall be paid the rate of pay for the job from which s/he was transferred, or the rate of pay for the job s/he has been transferred to, whichever is greater, and shall be returned to his/her former job and rate of pay at the conclusion of such transfer.
- 20.03** Notwithstanding Article 5.01, where an employee is transferred on a permanent basis and files a grievance as regards the propriety of such transfer and such transfer is referred to arbitration as herein provided, the first three (3) months shall be deemed to be a valid transfer notwithstanding any finding by arbitration of the matter.
- 20.04** In an emergency situation when an employee is temporarily transferred in accordance with the terms of this Collective Agreement to a position paying a lower rate, the employee's rate shall not be reduced for the period of the temporary emergency assignment.

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

- 21.01** The Employer shall grant a leave of absence without pay if an employee requests it in writing from the Executive Director or his/her designate and if the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Employer. Such leave may be extended by the Employer if the employee can provide good and legitimate reason.

During the first four (4) months of such leave, seniority and vacation credits will continue to accumulate.

- 21.02** Leaves of absence without pay will be granted to attend Union conventions, conferences, schools and collective bargaining. Such notice is to be given to the Executive Director or his/her designate at the first opportunity. While such leave is not to be unreasonably withheld, the Employer may exercise its right to deny the request based on service needs at the time of the request.

The Employer shall continue to pay wages and benefits for these employees during such authorized absences and will be reimbursed by CUPE Local 5269 for their wages and benefits.

**21.03 Funeral Leave**

**a) Definition of an Employee's Immediate Family Member**

Husband, wife, same sex partner or common-law partner living in a communal relationship, children, step children, parents, step parents, person "in loco parentis", brothers, sisters, grandparents, grandchildren.

**b) Definition of an Employee's Extended Family Member**

Parents-in-law, sons-in-law, daughters-in-law, significant other (i.e., a "boyfriend/girlfriend" relationship), grandparents-in-law, step grandchildren, brothers-in-law, sisters-in-law, foster children living in employee's home at the time of their death, nieces, nephews, aunts, uncles, cousins.

**c) Funeral Leave**

An employee shall be entitled to a leave of absence without reduction of salary up to the maximum number of working days noted below for the purpose of attending the funeral and grieving the death of a family member. Proof of death of a family member may be requested by the Employer to qualify for all leaves of absences with pay. In the case of the additional travel time below, proof of location and travel to the funeral will be required for such leaves of absences with pay.

- i) Immediate Family Member: 5 days.
- ii) Extended Family Member: 3 days.
- iii) Additional travel time for to attend the funeral if it is outside the District of Algoma: 2 days.

- 21.04** In the event an employee has been accused of an offence that requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

**21.05 Paid Jury Duty or Court Witness Duty**

Time will be allowed with no loss of pay for an employee called for jury duty or subpoenaed as a crown witness. In such instances, the employee will receive full pay from the Employer and in turn will turn over to the Employer all remuneration, with the exception of meal, accommodation and travel allowances, received for jury duty or witness service. The Employer may require the employee to furnish a certificate of service signed by the Clerk of the Court. Once discharged from jury duty or witness duty, the employee will return to work to complete the balance of his/her work day if s/he was scheduled to be at work.

**21.06** Employees who request a one (1) day leave of absence for purposes of attending to their sick children shall be allowed to use earned comp time. An anticipated comp day can be granted at the Employer's discretion.

**21.07 Pregnancy/Parental Leave**

- a) An employee, who is a birth mother, is entitled to a period of up to fifty-two (52) weeks combined pregnancy and parental leave, without pay, before and/or after the birth of a child.
- b) An employee, who is a natural or adoptive parent, is entitled to a period of up to thirty-seven (37) weeks for parental leave, without pay, to care for the newborn or newly adopted child.
- c) During the period of statutory Pregnancy/Parental Leave, the employee will continue to accrue seniority, and will retain his/her full employment status and rights under this Collective Agreement. The Employer will continue to make the Employer contributions to all benefits to which the employee is entitled, with the exception of OMERS.
- d) The employee will provide notice of her pregnancy leave at least one (1) month prior to her anticipated due date of delivery, along with the anticipated time period that she will be off on pregnancy leave.
- e) When an employee decides to return to work following his/her statutory Pregnancy/Parental Leave, s/he will provide the Employer with at least one (1) months' notice.
- f) When an employee returns to work following his/her statutory Pregnancy/ Parental Leave, the employee shall return to his/her former position. If his/her former position no longer exists, s/he will be placed in a position in accordance with qualifications and seniority.
- g) An employee shall be granted a leave of absence with pay to a maximum of five (5) days upon the birth or adoption of a child or children. This leave shall be taken the day previous to the birth or adoption OR the day of the birth or adoption OR within ten (10) working days of the birth or adoption OR within ten (10) working days of the children's release from the hospital following the birth or adoption.

**21.08 Compassionate Care Leave**

The Employer shall grant a leave of absence without pay of up to eight (8) weeks to employees who take time off to provide care for a gravely ill or a dying child, parents or spouse in accordance with Compassionate Care Benefit program, Employment Insurance Act, effective January 2009.

Under Employment Insurance, after completion of a one (1) week waiting period, seven (7) weeks of benefits will be available for those employees who meet the eligibility criteria. These benefits can be shared between eligible family members.

If an employee who is on Compassionate Care Leave as provided under the Article and said employee provides the Employer with proof that the employee has applied for and is eligible

to receive employment insurance benefits pursuant to the Employment Insurance Act and the amount of E.I. benefits received is less than the employee's normal salary, the Employer agrees to pay the difference between the amount of E.I. benefits received and seventy percent (70%) of the employee's normal salary, during the prescribed waiting period and the duration that the employee continues to receive E.I. benefits as follows:

Top up to seventy percent (70%) of employee's normal salary to a maximum of eight (8) weeks.

## **ARTICLE 22 - EMPLOYEE PROTECTION**

- 22.01** The Employer recognizes the potential for malicious allegations being made by members of the public towards its employees and recognizes the need to protect its employees against malicious allegations arising out of or during the authorized performance of Employer duties. The Employer further recognizes the need to ensure its employees receive fair treatment, an impartial and thorough review of the circumstances leading up to the complaint or allegation, and support through any investigative process. Where providing legal protection constitutes a conflict of interest, the employee will be able to select a legal counsel from a list supplied by the Society.
- 22.02** In the event this Article is triggered for any reason under Article 22.01, the President and Vice President, or their designate(s), of the Local Union or a steward will be notified immediately and the employee will be informed of his/her rights respecting Union representation.
- 22.03** The Employer shall provide legal counsel for employees or former employees, upon request, who are named as parties in civil proceedings, a critical incident and consequent proceedings arising from it, or is charged with criminal offences as a consequence of any action(s) taken in the authorized performance of Employer duties as follows:
- a) The Employer shall pay premiums for insurance coverage, subject to availability, in which insurance pays one hundred percent (100%) of the legal costs (counsel fees and necessary disbursements) in defense of a charge laid under the Criminal Code of Canada or any Provincial Statute, not including the Highway Traffic Act, or is named in a civil proceeding arising out of the authorized performance of Employer duties subject to the following limitations:
    - i) A finding of guilt, or
    - ii) A pleading of guilt.
  - b) There shall be no loss of wages, seniority or benefits as a result of required preparation including court or tribunal attendance in connection with matters within the scope of this Article.
- 22.04** In a situation where criminal charges have been laid against an employee and, on review by the Employer, it is deemed that the employee has carried out the Employer's mandate and/or service and has done so in good faith, and provided that the employee has not committed a breach or dereliction of said duties and/or responsibilities, the Employer may in its discretion place the employee as follows:

- a) On a leave of absence with full pay and benefits. Seniority shall continue to accrue during any such leave; or
- b) In another position, by mutual agreement, 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 temporary transfer.

**22.05** In a situation where a worker is assaulted or threatened in the carrying out of authorized Employer duties, s/he may exercise his/her right, after advising the Employer, to request that the police lay charges.

## **ARTICLE 23 WAGES**

**23.01** The salary grids effective April 1<sup>st</sup> of each year – 2017/04/01, 2018/04/01, 2019/04/01, 2020/04/01 are reproduced in Schedule “A”

**23.02** Isolation pay of five hundred dollars (\$500) per year per will be paid in one lump sum annually to all full-time employees, part-time employees and relief employees in Hornepayne, White River, Wawa, Blind River and Elliot Lake. Part-time and relief employees (who work less than thirty-five (35) hours per week) will be paid a pro-rated amount based on the number of hours worked. Employees who have worked in excess of six (6) continuous months as of April 1<sup>st</sup> of each year shall receive this payment on the first full pay period of April of each year.

**23.03** At the time of hiring, each new employee shall receive a letter stating his/her starting salary and classification according to the aforementioned schedule and a statement including a general description of the job for which s/he has been hired. Such description is not to be misconstrued as a job description and is not grievable. Failure to provide such a letter is grievable. A copy of the said letter will be given to the Union's President and Vice President or their designate(s) within five (5) working days of the employee's first day of work.

### **23.04 Anniversary Raise**

The employer agrees to move each employee one position forward on their salary scale on the following basis. Employees who have reached the maximum step on their salary scale are not entitled to an anniversary raise.

- a) **Full-time and part-time employees:** On the anniversary of his/her seniority date.
- b) **Relief employees:** Upon the completion of 1,820 hours worked from their date of hire, or from the date of their last step level increase.

**23.05** The Employer agrees to move each employee one (1) position forward on the salary scale on the anniversary of his/her seniority or upon the completion of 1820 hours.

### **23.06 Starting Experience Allowance**

For the purpose of establishing the step level on the salary scale for internal applicants, all employees will start at the salary provision that is equivalent, but not less than their current step level, in the event they were successful in bidding into a higher classification. The employee will receive their annual step increase on his/her seniority date.

For the purpose of establishing the step level on the salary scale for external applicants, the Employer shall recognize previous work experience at a Children's Aid Society and Employees will receive one year credit for each year related directly to the position. (Article 18)

- 23.07** Any new employee may only advance to the maximum of the category s/he is eligible to enter no matter how many years' experience s/he may have.

#### **ARTICLE 24 - HOURS OF WORK AND OVERTIME**

**24.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**24.02** 1. a) The standard work week for all full-time employees shall consist of thirty-five (35) hours per week, comprised of five (5) seven (7) hour periods.

b) Flex time is encouraged and is defined as flexible working hours within the standard work day (i.e., seven (7) hours) to meet the service needs of the Employer and the personal needs of the employee.

c) Compensatory (comp) time is approved overtime as outlined in (3) below.

a) A compressed work week day is available to those employees who are working on a full-time regular basis (i.e., thirty-five (35) hours per week). The procedure is outlined in Schedule "C".

1. Notwithstanding 1 (a) above, employees are expected to act on behalf of the client and/or the Employer's best interest
2. Approved overtime worked for all employees shall be compensated by time off at the rate of one (1) hour for every hour worked in excess of thirty-five (35) hours but not more than forty (40) hours. Any employees working approved overtime in excess of forty (40) hours shall receive time and a half in either money or time off every hour worked.
3. Part-time employees may be required to work up to thirty-five (35) hours per week at their regular rate and overtime would apply according to the provisions of (3) or (5) of this clause depending on the classification of the job.
4. Except in the case of an emergency, all overtime must be authorized and approved in advance by the direct supervisor or designate. In order for employees to receive credit for emergency overtime work, it must be reported to the supervisor within two working days.
5. The employee in consultation with the supervisor will have this comp time booked and taken within 90 days of it being earned. If it is not taken within 90 days, the employee will be paid.

6. One day of comp time can be approved to be taken at one time. With supervisory approval and providing that the supervisor is satisfied that all case recordings/reports and other duties of his/her position are up to date, two or more consecutive days can be approved.
7. Up to two days of comp time may be added to vacation.
8. Every effort will be made to honour the employees' request. Comp days will be the first alternate day cancelled based on service needs. In the event that said comp day is cancelled by the Employer, the employee will be granted an additional 90 days to have this time booked and taken.

### **24.03 On Call**

Weekend, week night and statutory holiday duty, hereinafter referred to as on call duty, is the coverage provided by the Employer, where on call workers stand by to be available for emergency calls after normal office hours. On call duty shall be compulsory for all full-time, part-time and relief child protection workers upon designation of child protection status. The Employer agrees to provide a pager, cellular phone and laptop for the use of employees performing on call duty. Employees performing on call duty shall have access to child protection supervisors or managers as resource and back-up personnel. Each District Office shall be responsible for on call duty in the geographical area that it normally covers. The supervisor, in consultation with the staff in his/her office shall work out an arrangement to provide for on call duty, subject to the provisions of this Agreement.

For the purpose of addressing high risk safety issues deemed so at the discretion of the on call supervisor or in situations when police are not available, the on call Child Protection Worker will be partnered with another worker from a voluntary on call duty call-out list. This list will be comprised of staff volunteers from mandated and non-mandated service teams. Non-mandated service workers who wish to be considered for the voluntary on call duty call-out list will formally express their interest in writing to their immediate supervisor and to the Human Resources Department. These workers will be formally added to the list following completion of an identified training program. The called-out workers will be reimbursed under Article 24.04.

Pregnant employees shall be given the opportunity to self-identify for exclusion of on-call duties. In the event of such exclusion the on call responsibilities will be absorbed by the existing complement of staff.

Child protection workers' who have more than twenty (20) years' service with the Employer, will not be required to do on call duty.

If the on call child protection worker and the called-out worker perform any duties after 11:00 pm from Sunday night to Thursday night, it is understood that time may be flexed the following work day for the health and well-being of the employee(s) in accordance with the ESA Section 18 as amended from time to time. Where the rest period encroaches the normal start time of the workers' next scheduled shift, there shall be no loss of pay or benefits.

When the on call employee identifies to the On Call Supervisor that the duties are reaching an unmanageable threshold, the employee will be supported by the use of, but not limited to,

another on call worker currently on the rotation, deviation of administrative expectations or by an Emergency Call Out as defined in Article 24.04.

**Mileage**

Mileage for on call services will be paid at the current rate from home and to any destination required as a result of the call-out and return.

**Hours of On Call Duty**

Week Day Nights (Monday to Friday)

4:30 pm – 8:30 am

Weekend Days (Saturday morning to Monday morning)

Saturday 8:30 am to Sunday 8:30 am

Sunday 8:30 am to Monday 8:30 am

Statutory Holidays

Monday: Monday 8:30 am to Tuesday 8:30 am

Tuesday: Tuesday 8:30 am to Wednesday 8:30 am

Wednesday: Wednesday 8:30 am to Thursday 8:30 am

Thursday: Thursday 8:30 am to Friday 8:30 am

Friday: Friday 8:30 am to Saturday 8:30 am

When the statutory holiday falls on a Saturday or a Sunday, compensation will be paid on both the holiday and the substitute day designated by the Employer.

It has been agreed that whoever is working the most hours on a Statutory Holiday will be compensated at Statutory Holiday Payment rate.

**Payment for On Call**

	<u>Central</u>	<u>East</u>	<u>North</u>
Week Day Night	\$110	\$60	\$60
Weekend Day	\$220	\$120	\$120
Statutory Holiday	\$240	\$240	\$240

For the life of this agreement, the Employer will not implement Centralized Screening unless mandated.

**24.04 Emergency Call-Out**

- a) Any employee who is called out by his/her supervisor to perform his/her normal duties outside of working hours shall be compensated at the rate of time and a half for all hours worked. An employee so called out shall be compensated for a minimum of two (2) hours, even if the call-out does not require a two (2) hour time period. This provision



would allow employees not on on-call compensation to take compensation in wages or equivalent time off as laid out herein.

- b) When an employee, during the course of the day is directed to return to work outside of his/her normal work day, the provisions of this article shall apply.

## **ARTICLE 25 - PAID PUBLIC HOLIDAYS**

**25.01** The following paid public holidays (also defined as statutory holidays in Article 2.02) regardless of when they fall, will be granted with pay to all employees subject to Article 25.04. Payment for such paid public holidays shall be based on the employee's regular rate of pay s/he would normally have earned on such day.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Last Scheduled Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Last Scheduled Day before New Year's Day

### **25.02 Substitute Days**

When any of the said paid public holidays fall on other than a regular working day, then the Employer shall designate either the preceding Friday or the following Monday as the substitute day upon which the said paid public holiday will be celebrated.

**25.03** Should one or more paid public holidays as set out in Article 25.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off within the calendar year.

**25.04** In order to be entitled to payment for paid public holidays, an employee must have worked his/her scheduled regular day of work preceding and following a paid public holiday unless absent with permission of the Employer.

**25.05** Public holiday premiums will be paid to staff who are required to work their regular job duties on the actual public holiday day – not the substitute day designated by the Employer when the public holiday falls on a Saturday or Sunday.

## **ARTICLE 26- VACATIONS WITH PAY**

**26.01** a) New employees shall commence to accumulate annual leave credits from the date of his/her appointment, whether on probation or not. An employee shall be entitled to annual leave as it is accumulated. The Union recognizes that the Employer advances annual vacation credits before they are earned, and that the Employer has the right to prorate vacation entitlement when employees are dismissed or resign part way during the year, and when the employees are on approved leave of absence without pay for periods of four (4) months (one hundred and twenty days) and greater (see Article 21.01). In the case of a new

employee, his/her leave shall be accumulated on a pro rata basis if that employee commences employment at a time other than January 1st of a given year.

- b) For employees hired under Article 18 vacation entitlement will be based on the most recent period of continuous service in Child Welfare. (See Article 18) This would apply to employees who are employed by another Children's Aid Society who immediately leave to accept a permanent position at the Children's Aid Society of Algoma.
- c) For the purposes of vacation scheduling, the weeks in which Christmas Day and New Year's Day fall are to be treated as distinct vacation periods. Employees within each department may request vacation time within either of these periods, in keeping with Article 26.04.
- d) Notwithstanding Article 14.01, no employee will be granted vacation times for the consecutive weeks in which Christmas Day and New Year's Day fall, unless vacation requests from other employees within the department can be satisfied first, in keeping with the principle that no more than fifty percent (50%) of the employees within any department may be absent at any one time.
- e) Departments are defined as those employees working in a team under the direction of a specific supervisor. It is recognized that the service structures and vacation scheduling in the district offices will vary depending on the needs of the existing service model and staffing numbers.
- f) Employees will not be assigned on call shifts immediately before or after their scheduled vacation where possible.

**26.02** Employees are to be credited with their full annual leave credits January 1st of each year. Annual leave credits shall be calculated according to entitlement as of January 1st of each year.

**26.03** a) Annual leave cannot be carried over from year to year except in the case of a new employee who commenced work after July 1<sup>st</sup> in any year, or as stated in (b) below.

b) If an employee is unable to take all their vacation prior to or upon return from their maternity leave, outstanding vacation owing to an employee will be paid out in full, at the discretion of the employee, at one of the following times, but in any event no later than (ii) below:

- i. At the start of their pregnancy and/or parental leave; or
- ii. Upon their return to work following their pregnancy and/or parental leave; or
- iii. At any time during said leave.

**26.04** The supervisor(s) shall circulate a notice(s) not later than February 1st of each year for the purpose of allowing the employees to signify the time at which they wish to take their annual vacations. It is agreed that each employee will notify his/her supervisor of a first and second choice regarding taking of their annual vacations, such notification to be given no later than March 1<sup>st</sup>. The supervisor(s) will sign his/her team/departmental schedule and forward to the Human Resources Manager for central filing by April 1<sup>st</sup> of the respective year. Said schedule is to be drawn up in accordance with the wishes of the employees and the needs of the Employer. Should (2) two or more employees signify that they wish to take their annual vacations at the same time and the Employer cannot allow all such persons to be off at the

same time, consideration shall be given to the needs of the Employer and the seniority of the employees in determining the schedule.

It is understood that the Employer will make every effort to give effect to the wishes of the employees in scheduling of annual vacations.

- 26.05** Before proceeding on annual vacation, each employee shall satisfy his/her supervisor that case recordings, reports and other duties of his/her position are up to date. Prior to scheduled vacation, the employee is encouraged to provide his/her supervisor with a work plan that outlines the outstanding documentation on his/her caseload and a proposed schedule for the completion of the documentation, to facilitate the completion of outstanding work that is due before their return from scheduled vacation prior to departure. The employee is also encouraged to schedule regular protected "admin time" throughout the year, in consultation with his/her supervisor, to maintain current case documentation.
- 26.06** Vacation rates of pay for employees who leave their employ prior to the completion of one (1) years' service shall be dealt with on a statutory basis.
- 26.07** It is agreed and understood that the above-mentioned vacation periods (as set out in Article 26.10 hereof) shall be with pay.
- 26.08** Where an employee qualifies for bereavement or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence.
- 26.09** The Employer agrees that all laid off permanent full-time and part-time employees will receive their full vacation entitlement for the calendar year in which the layoff occurs. If an employee retains his/her recall rights and is recalled to work during the calendar year s/he was laid off, there will be no further vacation owing to the employee in that calendar year (see Article 17.04).
- 26.10** Annual Leave for all full-time employees and prorated for all part-time employees (working at least 50%) shall accumulate on the following basis:

<u>Service</u>	<u>Days</u>
After one year of continuous service	22
After five years of continuous service	25
After ten years of continuous service	27
After fifteen years of continuous service	30
After twenty years of continuous service	33
After twenty-five years of continuous service	35

## **ARTICLE 27 – GROUP BENEFITS**

### **27.01 Benefits**

Group benefits are mandatory one hundred percent (100%) participation for all full-time employees. Group benefits are optional for all part-time employees working more than fifty (50%) percent within the parameters of Article 27.02 below. The Employer agrees to pay one hundred (100%) percent of the premium cost of the following benefits on behalf of all full-time employees and prorated for part-time employees working more than fifty (50%) percent who choose to participate:

Group Life, Accidental Death and Dismemberment Insurance  
Short/Long Term Disability Plan  
Dental Insurance  
Extended Health Plan  
OACAS Retiree Plan – Employee Paid

The Extended Health Plan includes specific provisions for prescription drugs, eyeglasses, paramedical services, child orthodontics and semi-private hospitalization as outlined in the master contract provided by the insurer. The Employer shall have the right to determine the carrier of such benefits. The current negotiated level of benefits will remain the same for the duration of the Collective Agreement. All refunds, reductions in premiums, dividends, etc. shall become and remain the sole property of the Employer. It is understood and agreed that all such full-time and part-time employees shall enroll in the above-mentioned benefits upon completion of three (3) months service.

All claims regarding these benefits shall be made with direct reference to the master contract provided by the insurer. The Employer agrees to provide the Bargaining Unit's President and Vice President or their designate(s) with a copy of the master contract.

### **27.02 Benefits for Part-Time Employees**

1. Part-time employees who work at least fifty percent (50%) will receive all benefits of the collective agreement. These part-time employees must choose between one of the following benefit options:
  - a) Participate in the group benefits plan outlined in Article 27.01 and pay the percentage difference in premiums based on time worked to top the premium payment to one hundred percent (100%). If the part-time employee does not meet the qualifications of the OMERS Plan, or opts not to join the OMERS Plan if s/he meets the qualifications of the OMERS Plan, s/he will receive 3% in lieu.
  - b) Decline participation in the group benefits plan outlined in Article 27.01 and receive 5% in lieu of such benefits. If the part-time employee does not meet the qualifications of the OMERS Plan, or opts not to join the OMERS Plan if s/he meets the qualifications of the OMERS Plan, s/he will receive 3% in lieu.
2. Part-time employees who work less than fifty percent (50%):

- Shall receive 7% in lieu of benefits and 4% *Employment Standards Act* rate in lieu of vacation.
- If the part-time employee does not meet the qualifications of the OMERS Plan, or opts not to join the OMERS Plan if s/he meets the qualifications of the OMERS Plan, s/he will receive 3% in lieu.
- Shall not receive any of the benefits outlined in Articles 21, 26, 27, 28 and 31.

### **27.03 Wellness Strategy**

For purposes of clarification, active employees who qualify for the Health Care Spending Account shall include, but not be limited to, employees on maternity and/or parental leave, jury duty, union leave, WSIB, STD, LTD and employees over the age of 65.

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** in the amount of \$1000 will be annually on April 1<sup>st</sup> of each year.

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

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

### **27.04 OMERS**

Each full-time and part-time employee shall be required to join the Ontario Municipal Employees Retirement System integrated with the Canada Pension Plan. Contributions shall be in accordance with the Ontario Municipal Employees Retirement System Act and regulations.

All other-than-continuous full-time and part-time employees who are eligible for OMERS will be provided information about the OMERS plan and given the option to join.

Relief employees who meet the qualifications of the OMERS Plan have the option of joining.

### **27.05 Workplace Safety and Insurance Act (WSIA)**

- a) The Employer agrees to arrange for coverage of all employees under the *Workplace Safety and Insurance Act* (WSIA).

b) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreement, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on his/her WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

#### **27.06 Substitution of Benefits**

The Employer may substitute another carrier for any of the benefits provided that the level of benefits conferred thereby is substantially the same.

### **ARTICLE 28 - SHORT TERM DISABILITY AND SICK LEAVE**

**28.01** The Employer shall pay one hundred (100%) percent of the premiums for the Short Term Disability Plan subject to the provisions of Article 27. The Plan will provide benefits effective:

- Day One (1) of an accident;
- Day One (1) of hospitalization;
- Day Six (6) of illness.

The Plan shall provide for seventy (70%) percent of an employee's regular wages based on a seven (7) day work week up to a maximum of seven hundred (\$700.00) dollars.

#### **28.02 Sick Leave and Personal Leave (subject to the provisions of Article 27)**

a) **Sick Leave.** Full-time employees and prorated for part-time employees shall receive credit of twelve (12) sick days on January 1<sup>st</sup> of each year and can be used for medical appointments out of town. Employees who commence employment after January 1<sup>st</sup> of each year shall receive a pro-rata allocation of the sick credits for that year. When the Short Term Disability Plan is not in effect, or if the employee's Short Term Disability claim is denied by the insurance carrier, sick credits may be utilized for short-term illnesses.

b) **Personal Leave.** Full-time employees and prorated for part-time employees shall receive credit of two (2) personal leave days on January 1<sup>st</sup> of each year. Employees who commence employment after January 1<sup>st</sup> of each year shall receive a pro rata allocation of the personal leave credits for that year. Personal leave can be used for any reason. Personal leaves of absences must be approved by the Society during peak vacation times (i.e. July, August, Christmas, March Break) and will be approved based on service demands; such requests for leaves will not be unreasonably denied.

**28.03** While an employee is on Short Term Disability, s/he will continue to receive the benefits referred to in Article 27.01.

**28.04** Employees who find it necessary to be absent from work because of illness or personal leave reasons, will notify their supervisor at the first opportunity.

In determining eligibility for sick leave hereunder, the Employer shall take into consideration illnesses other than those purely physical illnesses, such as severe stress and anxiety, or psychological exhaustion, resulting directly from the employee's performance of job duties, provided that this is verified by a medical certificate.

- 28.05** The Executive Director or his/her designate may require to have produced a doctor's certificate in case of absence for three (3) or more consecutive days, or cases of frequent absences before giving sick leave credits for such absences. Sick leave can only be used for actual illness of the employee.
- 28.06** Where there is due concern as to an employee's full recovery from an illness, his/her return after such sick leave will be conditional on his/her supplying, when requested, a certificate from a physician that s/he is fully recovered from the sickness which caused his/her absence.
- 28.07** Employees are responsible for paying the cost to have their doctor complete a disability benefits form from the current carrier.

When the Employer requests more detailed information following the receipt of the initial doctor's note, the Employer will pay for the doctor's letter, provided that the Employer's questions regarding medical restrictions/limitations, accommodation and prognosis are fully answered, to the best of the doctor's ability, so that the Employer has the information it needs to accommodate the employee's medical restrictions/limitations in the workplace.

If the doctor's letter does not clearly identify the medical restrictions/limitations and accommodations required, and a prognosis (if one is available at the time), the employee will be responsible for paying the follow-up doctor's letter the Employer requests seeking clarification of, and answers to, its original questions asked.

**28.08 Duty to Accommodate (Human Rights Code)**

The Employer will review with the employee and a representative of the Union accommodation issues as the need arises as required by the Human Rights Code.

When an accommodation of an employee is required by the Human Rights Code and the employee requests accommodation, such requests will be in accordance with the following principles:

- a) The Employer will advise the Union by e-mail as soon as the request for accommodation is received, and will keep the Union informed throughout the process. If the Employer meets in person with the employee to discuss the accommodation, the Employer will invite a representative of the Union to attend.
- b) The purpose of this process is to attempt to find modified working conditions or other accommodation for the employee requesting accommodation under the Human Rights Code.
- c) The Employer's accommodation plan will be reviewed with the employee, the employee's supervisor, a Human Resources representative and a Union representative.

## **ARTICLE 29 - STAFF DEVELOPMENT**

- 29.01** Employees shall undertake if asked to do so, special training courses or refresher courses at the expense of the Employer, to participate in weekend workshops, or attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to employees to develop their professional growth and leadership abilities in these ways and through the provisions of reading material, staff conferences, community meetings, and other public relations work.
- 29.02** Employees will be given time in lieu of each hour travelled, at straight time, when requested by the Employer to attend mandatory training. It is understood that voluntary training which requires travel outside the normal hours of work will not be compensated.
- 29.03** All employees agree to take further academic training when requested to do so with the following conditions:
1. The employee is accepted by the educational institution;
  2. Tuition or fee to be paid in full by the Employer;
  3. Provision of health and welfare benefits per the Agreement kept in force;
  4. Such employee to continue to draw full salaries;
  5. The Employer agrees to give employees notice before required start of such leave on the following terms:
    - a) In town academic training: thirty (30) days minimum notice;
    - b) Out of town academic training is:
      - i. Short term (up to eight (8) weeks duration): thirty (30) days minimum notice;
      - ii. Intermediate term (twenty-four (24) weeks duration): ninety (90) days minimum notice;
      - iii. Long term (six (6) months and up duration): three hundred and sixty-five (365) days minimum notice.

It is understood that these minimum time periods can be re-negotiated on mutual consent of the employee and the Employer.

- 29.04** a) An employee may be granted educational leave for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him/her to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. The employee must have a minimum of two (2) years seniority.
- b) An employee on leave under this clause will continue to receive fifty (50%) percent of his/her salary, as well as all health and welfare benefits s/he would be entitled to under the Agreement in force. The Employer will assume the cost of the full tuition or fee related to the educational undertaking.



- c) As a condition to the granting of educational leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of equivalent to the period of leave granted. If the employee (except with the permission of the Employer) fails to complete the course, does not resume employment with the Employer on completion of the course, or ceases to be employed before termination of the period s/he has undertaken to serve after completion of the course, s/he shall forthwith repay the Employer all amounts paid to him/her under this clause during the educational leave or such lesser sums as shall be determined by the Employer.
- d) Seniority shall not be lost, neither shall it accrue during such leave of absence, when such leave exceeds fifteen (15) months duration.

**29.05** Each Employee has the right to request leave with no loss of salary to a maximum of ten (10) working days per year to attend professional development courses at the employee's own expense, provided that the course is approved by the Executive Director and that such leave does not interfere with the efficient operation of the Employer.

### **ARTICLE 30 – TRANSPORTATION ALLOWANCES**

**30.01** Each full-time, part-time and relief employee covered by this Agreement who is required to operate their automobile in the course of their employment shall receive fifty (\$50.00) dollars per month car allowance.

**30.02** All employees covered by this Agreement who operate their vehicle in the course of their employment shall receive the following kilometer rates:

- a) Fifty-three cents (\$0.53) effective upon ratification
- b) Fifty-four cents (\$0.54) effective April 1, 2019

**30.03** Employees shall provide daily readings of mileage travelled on behalf of the Employer; readings of mileage travelled to be submitted on a monthly basis.

**30.04** An employee who is required to use his/her personal automobile for the performance of his/her duties for the Employer shall provide the Employer with proof of his/her being covered by an all-inclusive business use automobile insurance policy in the amount of not less than one million (\$1,000,000.00) dollars public liability and property damage, including the coverage recommended by the employee's insurance carrier prior to him/her using his/her personal automobile for the performance of his/her duties for the Employer.

The Employer agrees to provide secondary automobile insurance in an amount not less than the employee's primary coverage of one million (\$1,000,000.00) dollars.

**30.05** All employees receiving car allowance are required to have their automobile fitted with an approved Child Restraint Seat rear mounted tether bolt as a condition of their employment.

**30.06** Employees are not entitled to car allowance when they are absent from work and their salary is not paid by the Employer (i.e. off the payroll).

**30.07** All employees covered by this Agreement, who incur damages to their vehicle while performing agency work, will immediately report the damage to the police. The Employer will reimburse employees, up to a maximum of five hundred dollars (\$500.00) to cover the costs of either repairing their vehicle, or paying their insurance deductible for accidents/malicious damage that occur, and which meet all of the following criteria. The detailed protocol for reimbursement is set out in Schedule "B".

- a) The accident/malicious damage occurred while performing Employer business;
- b) The employee will submit a copy of the police accident/damage report; and,
- c) The employee was not charged with a traffic or criminal violation precipitated by the accident/damage.
- d) The employee will submit either:
  - i. A receipt for the costs of repairing his/her vehicle (actual costs paid will be reimbursed up to a maximum of five hundred dollars (\$500.00)) without going through the employee's insurance company; or
  - ii. A letter/receipt from the employee's insurance company showing the costs paid for repairing his/her vehicle and the applicable insurance deductible applied to the accident in question (actual insurance deductible will be reimbursed up to a maximum of five hundred dollars (\$500.00)).

### **30.08 Agency Vehicles**

All vehicles leased or owned by the Employer shall be maintained in safe working order. Employees using agency vehicles must report any obvious safety defect to the Employer using the appropriate form supplied to each vehicle. It is the employee's responsibility to give the form to their supervisor.

The vehicle will be pulled from active use when a mechanical deficiency is reported to the Employer. Before being put back into active use, the vehicle will be either:

- a) Repaired; or
- b) A work plan identified for correction if the malfunction is deemed by the dealer's vehicle repair shop not to be a safety issue, which said repair can occur at the next regularly scheduled maintenance. A note to this effect will be added to the ongoing log of the vehicle, so the next employee driving the vehicle will know the safety issue has been looked into and the vehicle is confirmed safe for driving.

The Employer agrees to maintain the following items in each of the agency vehicles and it is the employee's responsibility to ensure all safety items are in the car before it is used.

- 8-foot booster cables, ice scraper, collapsible shovel, rubber flashlight, signal cone for flashlight, fabric blanket, 6 in 1 survival aid kit (includes liquid filled compass, shrill signal whistle, fire starter flint, waterproof match box, mirror, polyester lanyard), pair of knit gloves, safety vest, candle, matches, 2 hand warmers, survival instruction card.

This article in no way infringes upon the responsibilities of the joint Health and Safety Committee.

**ARTICLE 31 - LONG SERVICE PAY**

**31.01** An employee who has worked in excess of five (5) years as of December 31st of the current year shall be paid at the following rates:

After five years of service	\$400
After ten years of service	\$450
After fifteen years of service	\$500
After twenty years of service	\$550
After twenty-five years of service	\$600

This long service pay shall be paid in one (1) instalment on the first pay day of December of each year.

**ARTICLE 32 – CELLULAR PHONES**

**32.01** The employer shall provide corporate cellular phones with call and text only functions to all employees with the exclusion of the Administrative Assistants.

**32.02** A \$20 per month cellular phone allowance is available for all employees who are not provided with a cellular phone, who choose to use their own cellular phone for business purposes.

**ARTICLE 33 - GENERAL**

**33.01 Reimbursement of Expenses**

a) When employees are required to be away from his/her service area during a normal meal period, meal claims set out below will be reimbursed within the noted timeframes subject to supervisory approval. For any overnight stay away from home, the breakfast is automatic.

<u>Meal</u>	<u>In Algoma Allowance</u>	<u>Out of Algoma Allowance</u>	<u>Leave Municipality</u>	<u>Arrive Back In Municipality</u>
Breakfast	\$ 8.50	\$10.00	Before 8:00 a.m.	(over night)
Lunch	\$11.50	\$15.00	Before 11:30 a.m.	After 2:00 p.m.
Dinner	\$20.00	\$25.00	Before 6:00 p.m.	After 6:00 p.m.

For a full day of meal claims (i.e., breakfast, lunch and dinner) employees have the discretion to allocate the daily total three-meal rate of \$40.00 (in Algoma) or \$50.00 (out of Algoma) for a single meal. For less than a full day of meal claims, employees are guided by the individual meal allowances.

b) Original, itemized receipts must be provided for all meal claim reimbursement. Reimbursement cannot exceed the amount actually spent (including taxes and gratuities) as validated by a receipt. In no case will the reimbursement of meal claims include the cost of alcoholic beverages.

- c) The Employer will provide employees with a cash advance, when requested, for travel outside the District of Algoma for the purposes of ground transportation, hotel accommodations, meals or other incidentals. Receipts are required for all transactions. An expense claim, together with cash not spent must be submitted within thirty (30) days following the travel. Failure to reconcile the cash advance with the Finance Department within this time frame, will result in the full cash advance being deducted from the employee's next payroll.

### **33.02 Convention, Conference and Meeting Attendance**

When an employee is required or authorized to attend a convention, conference or meeting at the expense of the Employer, the Employer reserves the right to specify the means and route of travel. The Employer agrees to reimburse the employee for any expenses incurred as a direct result thereof provided that the Employer reserves the right to limit the amount of such reimbursement. Accounts of such expenditures shall be submitted within one (1) month of incurrence.

### **33.03 Moving Costs**

The Employer will pay moving costs to an employee on staff if s/he is requested to move to a new location within the District of Algoma. Moving arrangements shall be subject to the approval of the Employer.

### **33.04 Pay Periods**

The Employer agrees that the salary pay period shall be bi-weekly namely every other Friday.

### **33.05 Termination**

When employment is terminated by the employee, s/he shall give at least one (1) months' notice in writing. When it is necessary for an employee to terminate employment due to illness, accident, or death in the family, then s/he shall give notice as soon as is possible to the Employer and the ordinary time limits for notice of termination may be waived.

### **33.06 Employment Reference**

- a) All employment reference requests are centralized through the Employer's Human Resources Department.
- b) All reference letters will be given directly to the employee.
- c) The Employer agrees that when a verbal or written reference is requested by another employer regarding an employee (current or former), the reference provided by the Employer will consist of the following information only:
- The date on which the employee commenced employment with the Employer.
  - The position(s) the employee held with the Employer.
  - The date on which the employee ceased employment with the Employer.

If the other employer or the employee requires additional reference information, the employee will forward a signed consent to the Human Resources Department to release such information.

### **33.07 Confidentiality**

Employees acknowledge that confidential information received during the course of their employment is not to be made public without first obtaining written permission.

### **33.08 Crossing Picket Lines**

No employee shall be required to cross legal picket lines except a person performing duties mandated by the Child & Family Services Act.

### **33.09 Government Sponsored Grant Programs**

From time to time the Employer accepts placements from a number of government sponsored grant programs that assist people in gaining work experience. This has been a valuable addition to the Employer's staffing complement, particularly during peak vacation periods such as the summer months.

Pursuant to the spirit of Article 2.05, the Employer agrees that it will not use the services of these types of placements to the extent that full-time or part-time bargaining unit employees are laid off.

### **33.10 Acting Management Positions**

It is recognized that from time to time bargaining unit employees have the opportunity to temporarily move into an acting Supervisor/Management position. The following conditions will apply:

- a) The temporary move will not exceed eighteen (18) months.
- b) It is understood that during the temporary move to an acting management position that the employee will not engage in any Union activities or participate in any Union decision-making, except the voting on a Memorandum of Agreement or a vote for a legal strike.
- c) The employee's Union seniority, vacation and health benefits will continue during the time s/he is in the Supervisor/Management position.
- d) The employee will maintain his/her rights under Article 12 related to discharge, and Article 4 related to the deduction of Union dues at the employee's current bargaining unit salary rate.
- e) All other provisions within the current Collective Agreement not identified in this article will cease during the time that the employee is in the Supervisor/Management position.
- f) The employee will automatically return to his/her bargaining unit position when the Supervisor/Management position ends for any reason other than discharge for just cause.

### **33.11 Professional Fees and Affiliation**

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

- b) If any bargaining unit members choose to become a member of a College such employee(s) shall suffer no loss of employment or a reduction of wages and benefits by nature of discipline by such College
- c) Membership and/or non-membership in the College will not be a matter of discipline nor a consideration in promotion
- d) Where legislation requires employees to become members of the College, Article 29 will apply.

### **ARTICLE 34 - WORKLOAD**

The Society recognizes the recommendations contained in the December 2015 Auditor General's Report and the commitments made by the OACAS on behalf of the Society to address workload and workload related issues.

**34.01** The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth of every employee. The Employer and the Union acknowledge that workload can fluctuate and that worker capacity can be impacted by a number of complex factors. The parties agree that workload should be reviewed on an ongoing basis with a goal of equitable and reasonable distribution.

The Employer recognizes that the issue of workload is of concern to bargaining unit employees.

The Employer and the Union recognize the Employer's responsibility to provide services through employees in accordance with the CFSA and in compliance with Ministry standards and regulations. It is also the responsibility of the Employer to manage the resources allocated by the Ministry and to establish an effective infrastructure to facilitate the employee's achievement of said standards.

**34.02** The Employer and the Union acknowledge that:

- The Ministry's administrative and documentary requirements need to be kept current in order to meet Ministry standards and to maximize the eligible funding.
- Employees cannot refuse to accept a case based on workload issues.

**34.03** It is recognized that regular ongoing supervision will be scheduled to review any issues relating to the equitable distribution and volume of workload on an individual basis.

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

- a. Supervisors will assign cases based on equitable distribution of workload, the needs of the Society, the individual skill level and experience, current workload and anticipated workload fluctuations. This shall involve the following considerations:
  - number and status of cases involving regular and ongoing court work

- number of designated high risk cases/infants under the age of two (2) considering formal and informal supports
- number of non-protection cases and the assessment of activity and risk associated with such cases
- number of supervised access visits
- linguistic skills
- Introduction of new technology and systems
- Part time education leave
- Participation in peer support team
- amount of one on one support required in the home
- amount of required driving time
- team coverage
- leaves of absence within the team – including vacation, prolonged illnesses, accommodating staff for medical reasons or disabilities
- complexity of cases, high profile or contentious cases provided that the profile or contention impacts on the level of work required
- sibling groups and teens on ECM
- new worker training, new worker instructing and any other mandatory training
- assigned committee work and assigned mentoring of new staff or students
- identify cases awaiting closure that appear on the caseload list to reflect active caseload size
- Worker’s participation in Union activities and business
- Changes in Ministry standards
- Agency standards and expectations

b) Supervisors will also ensure that:

- Regular ongoing supervision is scheduled to review any issues relating to the equitable distribution and volume of workload on an individual basis.
- Vacating employees are given a reasonable opportunity to complete documentation requirements prior to their last day of work.
- A deviation and/or alternative plan will be created in the event the covering worker identifies an inability to complete any task related to the coverage plan created by the vacated worker.

c) Where an employee identifies that their workload is becoming unmanageable, an employee may request a workload review by their immediate supervisor.

d) Workload review will be a collaborative process between Supervisor and worker to include the following:

- Identifying the factors contributing to the workload issues, including but not limited to those factors listed above in (a)
- Identifying steps and initiating action to reduce the current and future identified workload pressures
- The Supervisor will meet with the Employee. Any proposed actions/solutions will be put in writing by the Supervisor.

- Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's caseload number will exceed the caseload levels specified above.
- Identifying and initiating the necessary steps to ensure the individual worker's workload becomes manageable.

The Human Resources Manager and Supervisors will make every effort to fill vacancies resulting from planned leaves, retirements, illness, medical/disability accommodations and resignations as quickly as possible. This is dependent on the availability of qualified replacements and the time it takes for new staff to complete the new worker training program.

#### **34.04 Workload Caseload Ranges and Caps**

The following caseload ranges and caps are based on current Ministry standards and recording procedures, and the funding framework/formula. They may be subject to modification by mutual agreement between the Employer and the Union, based on any changes to Ministry standards and applicable assessment models, or the funding framework/formula, during the term of this collective agreement. Any mutually agreed upon deviations from normal case practices within teams is outside of these workload ranges.

Once a supervisory consult note has been made to close the file, it is understood that closure documentation according to Ministry standards is required and the file will remain on the employee's workload until the time period of the Ministry standard.

- a) The following number of cases is the "ideal" workload ranges which are based on Ministry protection benchmarks.
- b) One case above the identified top end of the ideal range shall trigger the Workload Review process

#### **34.05 Workload Ranges and Caps**

The parties agree to the following caseload ranges and caps:

##### Ranges and Caps:

Intake – 6 to 12 new investigations per month with a maximum of 18 cases

Family Services – 15 to 18 active cases  
(includes kinship service ongoing cases and could include 10-1K cases)

Children's Services – 16 to 21 active cases

Foster – 20-26 cases

Assessment – 5 to 10 assessments

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.



### **34.06 Workload Review Process**

- Step #1:** At any time the caseload exceeds the aforementioned numbers the supervisor will be responsible for triggering the workload review. The employee shall have the right to have union presentation during this process. This does not circumvent the employees' ability to request a workload review at any time.
- Step #2:** A meeting between the supervisor and the employee will occur within five (5) working days unless otherwise agreed to. The purpose of the meeting is to develop a plan to address the workload concerns and to generate solutions. The plan may involve actions to be undertaken by either party, and must be specific as to timeframes. The minutes of the Workload Review meetings will be copied to the Director of Services the Director of Residential Resources, The Executive Director and the Union. The plan will be implemented as soon as practical, no later than two working days.
- Step #3:** Plans developed under the Workload Review Process will be reviewed on an ongoing basis by the supervisor and the worker until the pressures causing the review have been addressed. A final entry to the plan will be made reviewing any circumstances which required any modification of the plan during the process and confirming the measures which were successful in resolving the Review.

**34.07** Where an employee identifies an immediate need for a workload review she/he may request a workload review by her/his immediate supervisor

The supervisor will schedule a meeting with the employee to discuss these matters. Any proposed actions will be put in writing. Within five (5) working days of the meeting the proposed actions will be implemented. If the employee is not satisfied that the workload issues have been resolved, the supervisor will refer the matter to a Director. The Director will respond by attending a joint supervision/work load review with the supervisor and the employee within five (5) working days. The outcome of the review will be discussed at the Labour Management Committee meeting.

The employer agrees that an employee may bring a Union Representative to any meeting pursuant to this review. A grievance may be filed at any of the aforementioned steps.

### **34.08 Labour Management Committee: Joint Workload Review Process**

In accordance with Article 6.06 the Labour Management Committee will review workload matters as per below:

- a) The Committee will review case assignment statistics as reasonably required;
- b) The Committee shall review the following workload strategies where they impact staff:
  - i. Workflow analysis
  - ii. Workload ranges and caps for all positions
  - iii. Minutes of Labour Management Committee meetings will be communicated to all staff where applicable
  - iv. Quality Improvement Plan
  - v. Individual workload reviews

## **ARTICLE 35 – SAFE AND HEALTHY WORKPLACE**

### **35.01 Health and Safety Committee**

- a) A Health and Safety Committee shall be established which is composed of a minimum of five (5) Union and up to five (5) Employer representatives due to the Employer's multi-site locations under the *Occupational Health and Safety Act*. At a minimum the committee shall meet a minimum of six (6) times during the year, and more frequently if requested by either the Union or the Employer. The committee shall jointly consider, monitor, inspect, investigate and review health and safety conditions and practices, and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies sent to the Employer and the Union Committee members and posted on all Health and Safety boards.
- b) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this collective agreement.
- c) All members of the Health and Safety Committee will successfully complete certification training. Such training will be provided on the Employer's time and expense, and will be considered as time worked with no loss of wages.

### **35.02 Definition of Violence**

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force; threats with or without weapons; severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace; stalking; personal harassment; psychological harassment; bullying or any other behaviour that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur off-duty and at off-site workplace locations including the homes of clients. Workplace shall include the main building, surrounding areas (parking lots, sidewalks), all off-site locations where employees engage in Employer related business as well as any Employer sponsored/affiliated functions.

The Employer is committed to a violence-free workplace where any act of verbal and physical violence is unacceptable and will not be tolerated.

- a. 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 policies and other measures through the Health and Safety Committee in order to reduce the potential for experiencing aggression and/or violence within the workplace.
- b. The definition of violence or the process outlined in Society policy in no way limits a worker's rights to refuse unsafe work under the Occupational Health and Safety Act.

- c. The parties recognize that injury or trauma may not manifest itself immediately and that post-traumatic stress disorder may accrue from one or more incidents.
- d. A Violence-Free Workplace Policy shall be reviewed annually by the Joint Health and Safety Committee and only be amended by mutual agreement by the Committee.

### **35.03 Injury Pay Provisions**

- a) An employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident, shall receive payment for the remainder of the work day at the employee's rate of pay without deduction from sick leave.
- b) An employee who has received payment under this Article shall receive time off with pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the date of the incident. This does not apply if the employee is off work and being paid by WSIB or Short Term Disability.

### **35.04 CPR/First Aid**

- a) All employees who transport children must be certified in CPR/First Aid upon hire. Maintaining certification will be at the Employers expense.
- b) The Employer will make available emergency first aid kits to those employees who are required to have a personal vehicle in order to do their regular duties.

## **ARTICLE 36 - RE-NEGOTIATION**

- 36.01** Any term of this Collective Agreement may be revised by the mutual consent of the parties at any time during the currency of the Agreement except in relation to its length of operation.

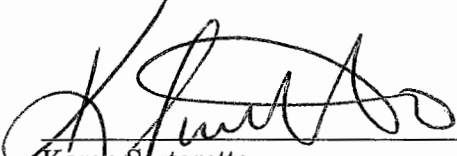
## **ARTICLE 37 - DURATION**

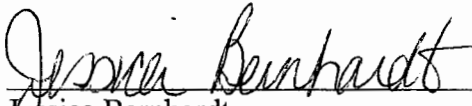
- 37.01** This Agreement shall remain in full force and effect from the 1<sup>st</sup> day of April 2017 to the 31<sup>st</sup> day of March 2020, and shall remain in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date of its termination notice is served by either party of any proposed revision of this Agreement.

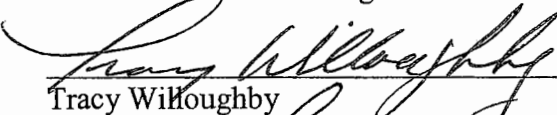
SIGNED at Sault Ste. Marie, this 1st day of June 2017


CHILDREN'S AID SOCIETY OF ALGOMA

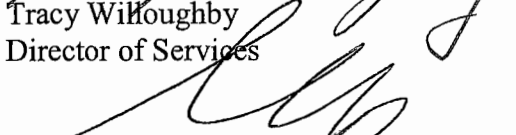
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5269

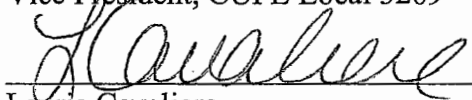
  
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Karen Sartoretto  
Human Resources Manager

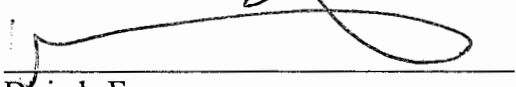
  
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Jessica Bernhardt  
President, CUPE Local 5269

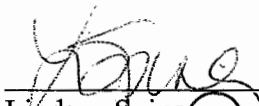
  
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Tracy Wiloughby  
Director of Services


  
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Melissa Guild  
Vice President, CUPE Local 5269

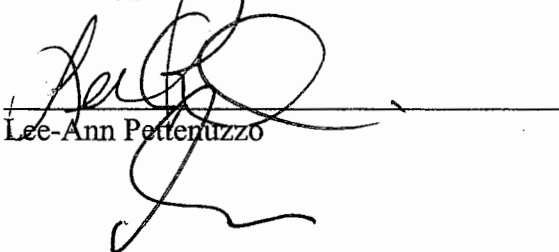
  
\_\_\_\_\_  
Trina Perry-Colizza  
Director of Residential Services

  
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Laurie Cavaliere

  
\_\_\_\_\_  
Dirinda Evans  
Finance Manager

  
\_\_\_\_\_  
Lindsay Spina

  
\_\_\_\_\_  
Mary Jean Chartrand  
Family Services Supervisor

  
\_\_\_\_\_  
Lee-Ann Pettefuzzo

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Paul Edwards  
CUPE National Representative

**SCHEDULE "A"**  
Effective April 1, 2017 (2%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>SERVICE POSITIONS</b>							
CHILD PROTECTION WORKER	59,614	61,700	63,859	66,094	68,407	70,801	73,279
CHILDREN'S SERVICES WORKER	55,332	57,268	59,272	61,346	63,493	65,715	68,014
ASSESSMENT WORKER	55,332	57,268	59,272	61,346	63,493	65,715	68,014
FOSTER WORKER	52,342	54,173	56,069	58,031	60,062	62,164	64,339
RESIDENTIAL INTERVENTION WORKER	45,542	47,135	48,784	50,491	52,258	54,086	55,978
ACCESS WORKER	45,542	47,135	48,784	50,491	52,258	54,086	55,978
CASE AID	38,741	40,096	41,499	42,951	44,454	46,009	47,619
SUPPORT WORKER	33,351	34,518	35,726	36,976	38,270	39,609	40,995
<b>NON-SERVICE POSITIONS</b>							
COMPUTER SUPPORT TECHNICIAN	46,566	48,195	49,881	51,626	53,432	55,302	57,237
ACCOUNTING ASSISTANT	41,193	42,634	44,126	45,670	47,268	48,922	50,634
COMPUTER SUPPORT ASSISTANT	41,193	42,634	44,126	45,670	47,268	48,922	50,634
ADMINISTRATIVE ASSISTANT	39,351	40,728	42,153	43,628	45,154	46,734	48,369
MAINTENANCE WORKER	38,741	40,096	41,499	42,951	44,454	46,009	47,619
DRIVER	31,973	33,092	34,250	35,448	36,688	37,972	39,301
OFFICE WORKER	25,168	26,048	26,959	27,902	28,878	29,888	30,934
CUSTODIAN	22,810	23,608	24,434	25,289	26,174	27,090	28,038

**SCHEDULE "A"**  
Effective April 1, 2018 (2%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>SERVICE POSITIONS</b>							
CHILD PROTECTION WORKER	60,808	62,936	65,138	67,417	69,776	72,218	74,745
CHILDREN'S SERVICES WORKER	56,439	58,414	60,458	62,573	64,763	67,029	69,375
ASSESSMENT WORKER	56,439	58,414	60,458	62,573	64,763	67,029	69,375
FOSTER CARE WORKER	53,390	55,258	57,191	59,192	61,263	63,407	65,626
RESIDENTIAL INTERVENTION WORKER	46,453	48,078	49,760	51,501	53,303	55,168	57,098
RESIDENTIAL INTERVENTION WORKER ACCESS WORKER	46,453	48,078	49,760	51,501	53,303	55,168	57,098
CASE AID	39,515	40,898	42,329	43,810	45,343	46,930	48,572
SUPPORT WORKER	34,018	35,208	36,440	37,715	39,035	40,401	41,815
<b>NON-SERVICE POSITIONS</b>							
COMPUTER SUPPORT TECHNICIAN	47,496	49,158	50,878	52,658	54,501	56,408	58,382
ACCOUNTING ASSISTANT	42,017	43,487	45,009	46,584	48,214	49,901	51,647
COMPUTER SUPPORT ASSISTANT	42,017	43,487	45,009	46,584	48,214	49,901	51,647
ADMINISTRATIVE ASSISTANT	40,139	41,543	42,997	44,501	46,058	47,669	49,337
MAINTENANCE WORKER	39,515	40,898	42,329	43,810	45,343	46,930	48,572
DRIVER	32,615	33,756	34,937	36,159	37,424	38,733	40,088
OFFICE WORKER	25,671	26,569	27,498	28,460	29,456	30,486	31,553
CUSTODIAN	23,268	24,082	24,924	25,796	26,698	27,632	28,599

**SCHEDULE "A"**  
Effective April 1, 2019 (1.5%)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>SERVICE POSITIONS</b>							
CHILD PROTECTION WORKER	61,720	63,880	66,115	68,429	70,824	73,302	75,867
CHILDREN'S SERVICES WORKER	57,286	59,291	61,366	63,513	65,735	68,035	70,416
ASSESSMENT WORKER	57,286	59,291	61,366	63,513	65,735	68,035	70,416
FOSTER CARE WORKER	54,191	56,087	58,050	60,081	62,183	64,359	66,611
RESIDENTIAL INTERVENTION WORKER	47,150	48,800	50,507	52,274	54,103	55,996	57,955
RESIDENTIAL INTERVENTION WORKER ACCESS WORKER	47,150	48,800	50,507	52,274	54,103	55,996	57,955
CASE AID	40,110	41,513	42,965	44,468	46,024	47,634	49,301
SUPPORT WORKER	34,531	35,739	36,989	38,283	39,622	41,008	42,443
<b>NON-SERVICE POSITIONS</b>							
COMPUTER SUPPORT TECHNICIAN	48,209	49,896	51,642	53,449	55,319	57,255	59,258
ACCOUNTING ASSISTANT	42,650	44,142	45,686	47,284	48,938	50,650	52,422
COMPUTER SUPPORT ASSISTANT	42,650	44,142	45,686	47,284	48,938	50,650	52,422
ADMINISTRATIVE ASSISTANT	40,742	42,167	43,642	45,169	46,749	48,385	50,078
MAINTENANCE WORKER	40,110	41,513	42,965	44,468	46,024	47,634	49,301
DRIVER	33,104	34,262	35,461	36,702	37,986	39,315	40,690
OFFICE WORKER	26,057	26,968	27,911	28,887	29,898	30,944	32,027
CUSTODIAN	23,617	24,443	25,298	26,183	27,099	28,047	29,028

**SCHEDULE "A" (1.5%)**

Effective April 1, 2020

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>SERVICE POSITIONS</b>							
CHILD PROTECTION WORKER	62,647	64,839	67,108	69,456	71,886	74,402	77,006
CHILDREN'S SERVICES WORKER	58,145	60,180	62,286	64,466	66,722	69,057	71,473
ASSESSMENT WORKER	58,145	60,180	62,286	64,466	66,722	69,057	71,473
FOSTER CARE WORKER	55,003	56,928	58,920	60,982	63,116	65,325	67,611
RESIDENTIAL INTERVENTION WORKER	47,857	49,531	51,264	53,058	54,915	56,836	58,825
RESIDENTIAL INTERVENTION WORKER ACCESS WORKER	47,857	49,531	51,264	53,058	54,915	56,836	58,825
CASE AID	40,712	42,136	43,610	45,136	46,715	48,349	50,041
SUPPORT WORKER	35,049	36,275	37,544	38,858	40,217	41,624	43,080
<b>NON-SERVICE POSITIONS</b>							
COMPUTER SUPPORT TECHNICIAN	48,933	50,645	52,417	54,251	56,149	58,114	60,147
ACCOUNTING ASSISTANT	43,288	44,803	46,371	47,993	49,672	51,410	53,209
COMPUTER SUPPORT ASSISTANT	43,288	44,803	46,371	47,993	49,672	51,410	53,209
ADMINISTRATIVE ASSISTANT	41,353	42,800	44,298	45,848	47,452	49,112	50,830
MAINTENANCE WORKER	40,712	42,136	43,610	45,136	46,715	48,349	50,041
DRIVER	33,601	34,777	35,994	37,253	38,556	39,905	41,301
OFFICE WORKER	26,447	27,372	28,330	29,321	30,347	31,409	32,508
CUSTODIAN	23,972	24,810	25,678	26,576	27,506	28,468	29,464



**SCHEDULE "B"**  
**PROTOCOL / PROCEDURE FOR REIMBURSEMENT**  
**ACCIDENT/MALICIOUS DAMAGE TO VEHICLES**

1. Vehicles need to be repaired first before any reimbursement will be considered. Employees must meet a number of criteria if they are seeking reimbursement from the Employer for a portion (up to a maximum of \$500.00) of the costs incurred when they repair their vehicles due to accidents or malicious damage while they are performing agency work. They must have their vehicle repaired and provide the Employer with a receipt showing the repairs paid for, or a letter from their insurance company showing the total amount of the repairs covered by the insurance company and the deductible paid by the employee (up to a maximum of \$500.00).
2. Interpretation of "while performing employer business" and "while performing agency work". Consistent past practice regarding accidents occurring in the Society's designated parking areas continues to be in effect: "While performing Employer business" or "While performing agency work" does not include accidents or malicious damage that occurs when an employee parks his/her car while at the office in any of the Society's designated parking areas. The only exception would be accidents or malicious damage in the designated parking locations that are witnessed by the employee or another individual, immediately reported to the police with the date, time and location of the incident, and the alleged perpetrator identified to the police as outlined below. All of this information must be included in the police report.
3. Employees must immediately report the damage to the Human Resources Department and to the Police with full information as to the date, time, location and details of the accident or malicious damage. A police report must be made at the time the accident/malicious damage occurred. The following procedure is to be followed with respect to reporting the accident/malicious damage to the police.
  - a) When an employee is involved in an accident outside of the Society's designated parking areas and s/he is out of the office for approved work purposes, s/he must immediately report the accident to the Human Resources Department and to the Police, and obtain a full police report indicating the date, time and location of the accident, and whether or not the employee was charged with a traffic violation precipitated by the accident.
  - b) When an employee has witnessed malicious damage to his/her vehicle during working hours, or another individual has witnessed the malicious damage, s/he must immediately report the malicious damage to the Human Resources Department and to the Police, and obtain a full police report indicating the date, time and location of the malicious damage. The police report must also include the identification or description of the alleged perpetrator and whether or not the perpetrator was charged with inflicting the malicious damage.
  - c) When an employee has left the Society's designated parking areas and is out of the office for approved work purposes and malicious damage occurs while s/he is away from his/her vehicle attending to agency work, s/he must immediately report the accident to the Human Resources Department and to the Police, and obtain a full police report indicating the date, time and location of the malicious damage.

4. Steps to follow if the police cannot attend to the scene of the malicious damage, or are unable to attend in a timely fashion, or if service demands (e.g. immediate pending child abuse investigation) warrants leaving the scene where the malicious damage occurred before the police arrive. If at all possible, employees are to remain at the scene of the malicious damage until the police arrive to complete their report.
  - a) After calling the police, the employee will call the Human Resources Department and advise them of the specific situation you are faced with:
    - i. The police are unable to come for the purpose you have called; OR
    - ii. The police cannot come in a timely fashion and to remain on the scene would require hours of wasted work time: OR
    - iii. You are faced with an immediate service call and cannot wait at the scene.
  - b) If no one is available in the HR Department after paging, then speak with your supervisor who will forward on the information to HR. If none of them are available, then leave a voice mail with the HR Department and follow the steps below.
  - c) If #1 (police refuse to come) or #2 (police cannot come in a timely fashion) above:
    - i. Obtain the names of any witnesses who were present and can verify the damage that you discovered to your vehicle when you returned from the agency work you were performing (note - they did not have to witness it actually occurring).
    - ii. Drive directly to the police station and file your police report there, having an on-duty officer come out to look at the damage and complete a full report with the required information above. Note: The police report MUST contain the date and time of your initial call that they could not or were not able to respond to, as well as the date and time of your attendance at the police station.
  - d) If #3 (you are faced with an immediate service call) above:
    - i. Obtain the names of any witnesses who were present and can verify the damage that you discovered to your vehicle when you returned from the agency work you were performing (note - they did not have to witness it actually occurring).
    - ii. Proceed to the location you are required to perform immediate service duties at and complete those duties.
    - iii. Once those immediate service duties are completed, go directly to the police station and file your police report there, having an on-duty officer come out to look at the damage and complete a full report with the required information above. Note: The police report MUST contain the date and time of your initial call that they could not or were not able to respond to, as well as the date and time of your attendance at the police station.

**SCHEDULE "C"**  
**COMPRESSED WORK WEEK DAY OFF**

**Preamble**

A compressed work week (CWW) day off is available only to those employees who are working on a full-time regular basis (i.e. 35 hours per week). Eligible employees will be permitted to voluntarily work an extra two and one-half (2 1/2) hours per week, taking into consideration service requirements for the purpose of earning and banking sufficient credits to allow one (1) paid day off in every twenty (20) working days.

Employees may opt in or out of the program based on their individual needs. Eligibility is at the Employer's discretion and employees have no access to the grievance procedure relative to the determination for eligibility to work a compressed work week.

**Procedure:**

1. Eligible employees who currently work thirty five (35) hours per week shall have their regular hours of work spread over a four (4) week period. The regular hours of work shall remain at 140 hours during the four week period.
2. Work first three weeks:
  - CWW days will be worked in blocks of 2 ½, 2 ½, 2 (total of 7 hours);Work fourth week:
  - Work four 7-hour days and take one CWW day off
3. Eligible employees may work the additional hours between 5:00 pm and 8:00 pm (4:30 pm-7:30 pm where applicable) on Wednesday or on a mutually agreed upon day between the Employer and the Union.
4. Employees must take a mandatory eating period of at least 30 minutes during the day and 30 minutes prior to 6:00 pm (5:30 when applicable) (Employment Standards Act)
5. Employees, who have opted to participate, will, in advance complete a CWW Day Request Form; identify their monthly plan for working extended hours and their preferred CWW day off subject to supervisory approval. Approval will be based on seniority (other requests within the team) and service requirements.
6. Employees may change the date of the CWW day off subject to supervisory approval.
7. CWW days off program will not be in effect during peak vacation times (i.e. July, August, Christmas, March Break).
8. Should an employee become ill on his/her designated CWW day off, the day shall be treated on the same basis as if the employee became ill on his/her regular working day.
9. When an employee is not able to take an identified CWW day off due to a significant scheduling conflict which arises out of the employee's duties and responsibilities (e.g. a mandatory court appearance) which are approved by their supervisor the employee will identify an alternate day with supervisory approval. If this cannot be accommodated, then the hours worked shall be considered compensatory overtime and paid in accordance with Article 24.

## HEALTH SPENDING ACCOUNT

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

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

### Health Spending Account list of eligible expenses

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

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

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

Agreed to Items between Children's Aid Society of Algoma – CUPE and Its Local 5269

**LETTERS OF UNDERSTANDING & APPENDIX  
between  
Children's Aid Society of Algoma  
and  
The Canadian Union of Public Employees  
Local 5269**

The parties agree to renew the following:

- LOU "On Call Working Group"
- LOU "PDT"
- LOU "Compressed Workweek"
- LOU "Hours of Work and OT"
- LOU "Superior Provisions"
- LOU "Benefits Savings"
- LOU "HRAP"
- Appendix "A"
- Appendix "B"

Signed this 18 day of May 2017, Sault Ste. Marie, Ontario.

For the Union

*J. Clavellier*  
*Jessica Bernhardt*  
*Melissa Guind*

For the Employer

*Ms. C. [Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING**

**ON CALL WORKING GROUP**

Between:

Children's Aid Society of Algoma

(The Employer)

And

Canadian Union of Public Employees (Local 5269)



(The Union)

It is understood that on call is a mandatory requirement for the operation and to address emergency situations which arise outside of regular business hours. Therefore the parties agree to establish an On Call working Group, the group shall consist of four management and four unionized staff, two of whom shall be protection workers. The purpose of the committee will be to develop a consistent practice and procedure for the implementation of on call duties in compliance with the Ministry Standards while ensuring service delivery and child safety is not compromised within the different service departments. The committee shall bring forward their joint recommendations and implement these within sixty days of ratification of this collective agreement. This time line maybe extended with mutual consent of the parties. The parties further agree this committee shall continue to meet at a minimum of four times per year to address ongoing issues which may arise with on call procedures.

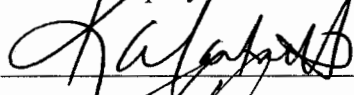

It is understood, Employees providing after hours service Sunday to Thursday will be provided protected time to complete documentation the next morning to accommodate service volume and or calls received after 11 pm

Signed this 31st day of August 2015 at Sault Ste. Marie, Ontario.

For the Union

  
  
Melissa Guind  
P. St. John  
P. Normandy

For the Employer

  
Henry Cuszen  
mg  
  
Henry Wilkoff

**LETTER OF UNDERSTANDING**

**PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES**

**Between**

CHILDREN'S AID SOCIETY OF ALGOMA

(the Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES (Local 1880)

(the Union)

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

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

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

Signed this 14<sup>th</sup> day of September, 2011 at Sault Ste. Marie, Ontario.

For the Union

For the Employer

Amalita

[Signature]

Melissa Goussymie

K. Karhunen

[Signature]

[Signature]

Melissa Guild

[Signature]

Laura Delrentz

**LETTER OF UNDERSTANDING**

**COMPRESSED WORK WEEK AND COMPENSATORY TIME**

**ISSUES**

**Between**

CHILDREN'S AID SOCIETY OF ALGOMA

(the Employer)

And

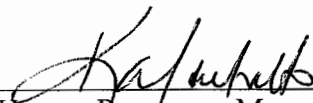
CANADIAN UNION OF PUBLIC EMPLOYEES (Local 1880)

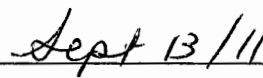
(the Union)

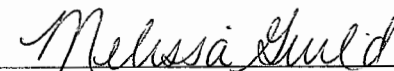
The parties agree that a "*Frequently Asked Questions*" document shall be drafted to include questions and responses to inquires surrounding the above issues.

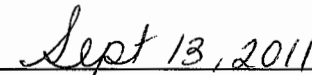
The parties agree that this will be a living document that will be amended as situations are brought to the parties' attention.

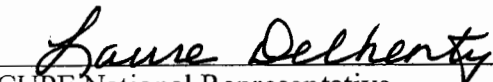
This document shall be posted for the Employees to access for reference.

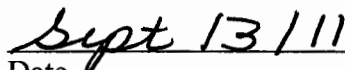
  
\_\_\_\_\_  
Human Resources Manager  
Children's Aid Society of Algoma

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Group Vice President, CUPE Local 1880

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CUPE National Representative

  
\_\_\_\_\_  
Date



**LETTER OF UNDERSTANDING**  
**HOURS OF WORK AND OVERTIME**

BETWEEN:

**Children's Aid Society of Algoma**  
**(hereinafter called the "Employer")**

-and-

**Canadian Union of Public Employees**  
**And its Local 1880**  
**(hereinafter called the "Union")**

The parties agree during the length of this agreement should the employer introduce a residential program it is agreed that the following language will be reintroduced in the agreement.

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

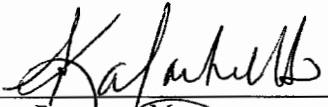
**Residential Staff**

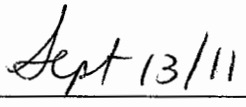
1.       a) The standard work week for all full-time employees shall consist of not more than one hundred and forty (140) hours averaged over a four (4) week period. Residential employees will be required to work shifts of varying durations of up to twelve (12) hours per shift during this four (4) week period.  
  
      b) Compensatory time is approved overtime as outlined in (3) and (4) below..
2.       Notwithstanding Article 22.02 (a) above, employees are expected to act on behalf of the client and/or the Employer's best interest.
3.       Residential employees working approved hours in excess of one hundred and forty (140) hours during the four (4) week averaging period will be compensated by time off at the rate of one (1) hour for every one (1) hour worked for those hours in excess of one hundred and forty (140) hours but less than one hundred and sixty (160) hours.
4.       Residential employees working approved hours in excess of one hundred and sixty (160) hours during the four (4) week averaging period will be compensated at the rate of time and one-half in either money or time off for every hour worked in excess of the one hundred and sixty (160) hours.
5.       Part-time employees may be required to work up to one hundred and forty (140) hours averaged over a four (4) week period at their regular rate and overtime would apply according to the provision of (3) and (4) above.

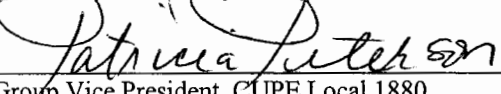
6. Except in the case of emergency all overtime must be authorized and approved in advance by the direct supervisor or designate. In order for employees to receive credit for emergency overtime work it must be reported to the supervisor within two working days.
7. The employee in consultation with the supervisor will have this comp time booked and taken within 90 days of it being earned. If it is not taken within 90 days, the employee will be paid.
8. One day of comp time can be approved to be taken at one time. With Supervisory approval and providing that the supervisor is satisfied that all case recordings/reports and other duties of his/her position are up to date, two or more consecutive days can be approved.
9. Up to two days of comp time may be added to vacation.
10. Every effort will be made to honour the employees' request. Comp days will be the first alternate day cancelled based on service needs. In the event that said comp day is cancelled by the Employer, the employee will be granted an additional 90 days to have this time booked and taken.

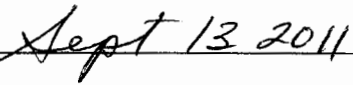
Annual Leave for all full-time employees and prorated for all part-time employees (working at least 50%) shall accumulate on the following basis.

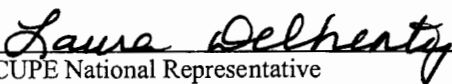
Service	Hours
After one year of continuous service	154
After five years of continuous service	175
After fifteen years of continuous service	210
After twenty-five years of continuous service	245

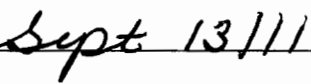
  
 \_\_\_\_\_  
 Human Resources Manager  
 Children's Aid Society of Algoma

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Group Vice President, CUPE Local 1880

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 CUPE National Representative

  
 \_\_\_\_\_  
 Date

**LETTER OF UNDERSTANDING**

**LOCAL SUPERIOR PROVISIONS**

**Between**

CHILDREN'S AID SOCIETY OF ALGOMA

(the Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES (Local 1880)

(the Union)

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

The parties to this collective agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this (INSERT DATES) collective agreement.

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

Signed this 14<sup>th</sup> day of September, 2011 at Sault Ste. Marie, Ontario.

For the Union

For the Employer

Annalotta  
Mrs. D. G. G. G. G. G.  
Michelle G. G.  
Melissa G. G.  
Laura G. G.

[Signature]  
K. G. G.  
M. G. G.  
[Signature]

**LETTER OF UNDERSTANDING**

**BENEFIT SAVINGS**

**Between**

CHILDREN'S AID SOCIETY OF ALGOMA

(the Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES (Local 1880)

(the Union)

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

Signed this 14<sup>th</sup> day of September, 2011 at Sault Ste. Marie, Ontario.

For the Union

For the Employer

Amalita  
M. S. H. G. S. M. W.  
J. P. S. P. S. P.  
Melissa Guild  
Laura Delhenty

[Signature]  
K. P. S. P. S. P.  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**HUMAN RESOURCES ADJUSTMENT PLAN (HRAP)**

**Between**

CHILDREN'S AID SOCIETY OF ALGOMA

(the Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES (Local 1880)

(the Union)

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

Signed this 14<sup>th</sup> day of September, 2011 at Sault Ste. Marie, Ontario.

For the Union

For the Employer

Amalotto  
M. S. Quasymur  
John P. P. P.  
Melissa Guild  
Laura Delheaty

[Signature]  
Kapantuff  
[Signature]  
[Signature]

## **APPENDIX "B" – Human Resource Adjustment Plans (HRAP)**

### **PREAMBLE**

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

### **ARTICLE 1 – SCOPE AND PURPOSE**

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

### **ARTICLE 2 – GENERAL**

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

obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

### **ARTICLE 3 – DEFINITIONS**

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

### **ARTICLE 4 – SENIORITY**

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

the effective date of integration (or changeover date)

## **ARTICLE 5 – ACCESS TO WORK**

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

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

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



other external applications are considered.

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

## **ARTICLE 6 – BARGAINING UNIT REPRESENTATION**

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

## **ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS**

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

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

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

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

## **ARTICLE 8 – TERMS OF EMPLOYMENT**

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

- 8.02 The Local HRAP shall include an article dealing with the qualifications required by

the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

## **ARTICLE 9 – DISPUTE RESOLUTION PROCESS**

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

## **ARTICLE 10 – TERM AND APPLICATION**

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

**LETTER OF UNDERSTANDING**

**WORKER SAFETY STUDY**  
**between**  
**Children's Aid Society of Algoma**  
**and**  
**The Canadian Union of Public Employees**  
**Local 5269**

The Parties accept the findings of the report, *CAS Workers at Risk* (2014), on worker safety In Ontario CASs (2014) as accurate, current and demonstrative of safety issues faced by CAS workers at all levels and positions within the Agency. The Parties further recognize both their joint and separate responsibilities and duties under the *Occupational Health and Safety Act*. Therefore, the Parties agree to fully cooperate to institute all recommendations contained within the report that are identified as being required to be achieved at the Agency level by utilizing the resources at their disposal including, but not limited to, the Joint Health and Safety Committee. The Parties agree that full disclosure, joint discussion and consultation are integral parts of the process at all levels to properly achieve the recommendations of the Report.

The Parties further recognize that the participation of the Provincial Government and its relevant Ministries are required to achieve numerous recommendations within the Report. The Society continues to be a member of OACAS who is the lobbying body for its members.

Note: counter offer to Letter of Understanding Worker Safety #1 and Worker Safety #2 and replaces current Worker Safety Study Letter of Understanding

Signed this 18<sup>th</sup> day of May 2017, Sault Ste. Marie, Ontario.

For the Union

L. Cavalliere  
Jenna Burhardt  
K. Bane  
Michelle R.  
A.

For the Employer

Tom Allbaugh  
mg  
Katung

**LETTER OF UNDERSTANDING VI**  
**between**  
**Children's Aid Society of Algoma**  
**and**  
**The Canadian Union of Public Employees**  
**Local 5269**

**Implementation of CPIN**


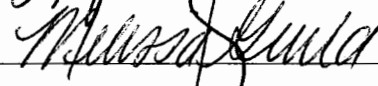

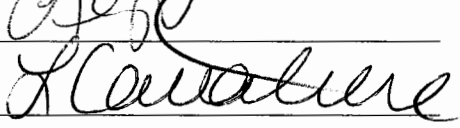
Within one (1) month of ratification of the Collective Agreement, both parties agree to meet and discuss the impact of the new CPIN system on:

- Work processes • Caseload and workload measurements • Supports to staff • Additional training • Workload and work processes for all bargaining unit positions • Roles and responsibilities


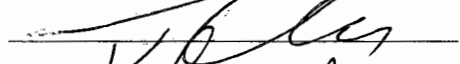
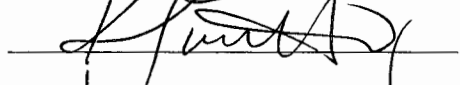
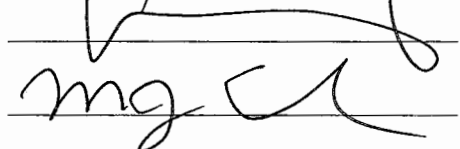
The parties will meet monthly following the first meeting to further discuss the impact of the new system, as described above.

Signed this 7 day of April 2017, Sault Ste. Marie, Ontario.

For the Union

  
  
  
  
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For the Employer

  
  
  
  
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