

The Children's Aid Society  
of the  
District of Thunder Bay

and

Local Union 2296 of the  
Canadian Union of Public Employees

## **COLLECTIVE AGREEMENT**

**April 1, 2022 – March 31, 2026**



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MEMORANDUM OF AGREEMENT  
made this 14<sup>th</sup> day of December 2023

**BETWEEN:**

THE CHILDREN'S AID SOCIETY OF  
THE DISTRICT OF THUNDER BAY,  
(Hereinafter referred to as the "Society"),

OF THE FIRST PART,

- and -

LOCAL UNION 2296 OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
(Hereinafter referred to as the "Union"),

OF THE SECOND PART.

**ARTICLE I – PURPOSE**

- 1.01** It is the purpose of this Agreement to maintain and improve harmonious relations and establish conditions of employment between the Society and the Union; to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service, etc.; to encourage efficiency in operations; all of which is subject to the fulfilling of the objectives of the Society to give service to the public in accordance with the Child and Family Services Act.
- 1.02** It is recognized that employees covered by this Agreement and the Society undertake to proactively work together towards the common objective of providing the best possible service to the children and families whom the Society serves.

**ARTICLE II – MANAGEMENT RIGHTS**

- 2.01** The Union acknowledges that it is the exclusive function of the Society to manage its operations including but not limited to the right to hire, promote, demote, transfer, and to suspend, discipline or discharge any employee for just cause, provided that a claim that any of these rights have been exercised in a manner inconsistent with the terms of this agreement may be the subject of a grievance and dealt with under the Grievance and Arbitration procedure herein.
- 2.02** All matters concerning the operations of the Society which are not dealt with herein shall be reserved to the Society and be its exclusive responsibility.
- 2.03** The Union further recognizes the right of the Society to operate the Society in all its respects in accordance with its commitments, obligations and responsibilities under the Child and Family Services Act, and/or its successor, or any other Act of the Government of Canada, or Province of Ontario, to serve the needs of the public at large.

## **ARTICLE III – RECOGNITION**

### **3.01 Bargaining Unit**

The Society recognizes the Union as the sole and exclusive bargaining agent of all employees of the Children’s Aid Society of the District of Thunder Bay save and except Executive Director, Directors, Assistant Directors, Managers, Supervisors, persons above the rank of supervisor, Coordinators, Officers, Executive Assistant, Senior Administrative Assistants, and those positions listed in the Letter of Understanding Re: Restrictions on Contracting Out.

The Society and the Union value the contributions of Volunteers towards the goals of the Society and agree that Volunteers will not cause the lay-off of regular full-time, regular part-time and contract employees. This article shall in no way alter, modify, reduce or impede the ability of the Society to exercise its rights under Article II.

### **3.02 No Other Agreement**

No employee shall be required without the consent of the Union to make any written or verbal Agreement with the Society or its representatives which conflicts with the terms of this Collective Agreement.

### **3.03 No Strike or Lockout**

The Society and Union agree that there shall be no strikes or lockouts during the life of this Agreement.

## **ARTICLE IV – NO DISCRIMINATION**

**4.01** Each of the parties hereto agree that there shall be no discrimination, interference, or coercion exercised or practised with respect to any employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, lay-off, re-call, discipline, classification, discharge or any other action by reason of age, parental status, family relationship, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, place of residence, handicap or a disability, or for the reason of their membership or activity in the Union.

### **4.02 No Harassment**

The Society and the Union agree that no employee, within the bargaining unit, shall be harassed in any manner and that all employees within the bargaining unit shall abide by the Society’s Harassment Policy as found in the Human Resources Manual.

Harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought to be known, to be unwelcome. Harassment of a sexual nature is comprised of sexual comments, gestures or contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be victims.

## **ARTICLE V – UNION MEMBERSHIP**

**5.01** As a condition of employment all employees falling within the scope of the bargaining unit shall remain members of the Union. All new employees hired as a condition of employment become members of the Union.

- 5.02** The Employer will provide to the Union a list of employees in the bargaining unit. The list will include each person's name, address, contact phone number, job classification, work site, and employment status (i.e., either full or part-time.)

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis. Updated information regarding change of address and contact telephone number will be included in the quarterly list if received in writing from the employee.

## **ARTICLE VI – DEDUCTION OF UNION DUES OR THEIR EQUIVALENT**

### **6.01 Deduction of Union Dues or Their Equivalent**

Amounts equivalent to regular monthly Union dues, initiation fees, fines and/or special levies as set out by the Union, will be deducted by the Society from the earnings of all employees, whether or not they sign applications for membership in the Union. In the case of new employees hired after the signing of this Agreement, such deductions will commence in the month immediately following completion of thirty (30) days continuous service.

### **6.02 Remitting Dues or Equivalent**

The Society shall remit to the Union the Union dues or their equivalent together with a record of those from whose pay deductions have been made, no later than the 21<sup>st</sup> day of the month following the month in which the deductions were made. The Union shall indemnify and hold the Society harmless with respect to all dues or their equivalent thereof so deducted and remitted and with respect to any liability which the Society might incur as a result of such deduction.

### **6.03 Receipts for Payment of Dues or Their Equivalent**

At the same time that Income Tax (T-4) – slips are made available to employees, the Society shall type on the amount of Union dues (or their equivalent) paid by each employee in the bargaining unit in the previous year.

## **ARTICLE VII – NEW EMPLOYEES**

- 7.01** The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect and will give each new employee a copy of the Collective Agreement.

### **7.02 Designation of Supervisor**

Employees shall be advised of the name of their immediate supervisor.

- 7.03** A Union steward will be given an opportunity to interview each new employee for a period not exceeding thirty (30) minutes in duration during their orientation period but no employee shall be compelled to attend such interview. The Union steward responsible for conducting the interview shall arrange in advance with the employee's supervisor a mutually agreeable time and place on the Society premises for such interview.

## **ARTICLE VIII – CORRESPONDENCE**

**8.01** All correspondence between the parties shall pass to and from the Executive Director or their designate and the President of the Union. A copy of all correspondence will be sent to the Recording Secretary of the Union.

## **ARTICLE IX – LABOUR-MANAGEMENT COOPERATION COMMITTEE**

**9.01** The Society and the Union agree to establish a Labour-Management Cooperation Committee for the purpose of discussing matters of mutual concern. It is understood that this Committee shall not discuss matters which are properly the subject of the grievance procedures (Article XII).

**9.02** The Society will implement Health and Safety procedures which address violence in the workplace. These procedures shall be approved and maintained by the Health and Safety Committee.

## **ARTICLE X – LABOUR-MANAGEMENT RELATIONS**

### **10.01 Representation**

The Union will supply the Society with the names of its officers and stewards. Only such duly authorized officers and stewards shall have the power to bind the Union in any agreement with the Society.

### **10.02 Union Negotiating Committee**

A Union Negotiating Committee shall be elected or appointed and consist of not more than three (3) employees. In addition, the Union may elect or appoint one (1) employee in the role of observer. There may be a maximum of one (1) employee per team assigned. The Parties will advise the other in writing, the names of the members of their Negotiating Committee.

Negotiating meetings shall be held at a time and place fixed by mutual agreement.

The Society agrees that members of the Negotiating Committee shall suffer no loss of earnings for time spent in negotiations during their regular scheduled working hours not to exceed twenty-eight (28) working days in total for the entire Negotiating Committee up to and including mediation.

### **10.03 Right to Assistance**

The Union shall have the right to have the assistance of duly accredited representatives of the Union when negotiating with the Society or dealing with the Society on matters arising out of this Agreement. The Society may also have the assistance of consultants at such meetings.

**10.04** The Union agrees that neither it, nor its officers, agents, representatives or members will engage in Union activities on Society time. The Union members will be permitted to meet on Society property outside of business hours, with advance written notice to the Human Resources Department, provided that space is available at the time of the meeting.

## **ARTICLE XI – RESOLUTIONS AND REPORTS OF THE SOCIETY**

### **11.01 Society Shall Notify Union**

Prior to a Board meeting, the Society agrees to provide the President and Secretary of the Union with a copy of the Board agenda. Copies of the Board minutes shall be supplied to these union officials following the Board meeting. The Union undertakes not to share this information outside the Bargaining Unit.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

### **12.01 Recognition of Union Stewards and Union Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Society acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

### **12.02 Names of Stewards**

The Union shall notify the Society in writing of the name of each steward and the area(s) they represent and the name of the Chief Steward before the Society shall be required to recognize them.

### **12.03 Union Grievance Committee**

The Stewards selected shall constitute the Union Grievance Committee.

### **12.04 Time Off for Meetings**

The Union acknowledges that the Steward members of the Union Grievance Committee will continue to perform their regular duties on behalf of the Society, and that such persons will not leave their regular duties without first arranging for time off with their supervisor. Such employees shall not suffer any loss of pay for time spent during regular working hours in meetings with the Society under the Grievance Procedure up to and including Step 3.

### **12.05 Definition of Grievance**

A grievance shall be defined as any difference between the Society and an employee or group of employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement.

### **12.06 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly, it being understood that the employee must first discuss the matter with their immediate supervisor. If upon completion of the said discussion, the matter is not resolved, it may be grieved in the following manner:

#### Step 1:

The aggrieved employee, accompanied by a member of the Union Grievance Committee will first present the written grievance (including the particulars and the redress sought) to the appropriate Program Manager or their designate. A meeting to discuss the grievance shall be scheduled if requested by either party. Such written grievance shall be submitted within seven (7) working days from the date on which the cause of the grievance occurred or within seven (7) working days from the date the aggrieved employee should have known of the occurrence of the event upon which the grievance is based. Such Program Manager shall render their

decision within five (5) working days after receipt of such grievance or after the requested meeting is held.

Step 2:

Failing satisfactory settlement being reached in Step 1 the employee, accompanied by a member of the Union Grievance Committee, will submit the written grievance within five (5) days to the Executive Director or designate. The parties shall schedule a meeting within (5) days to discuss the grievance. The Executive Director will render their decision within five (5) days after the scheduled meeting.

Step 3:

Failing satisfactory settlement being reached in Step 2, the Union may refer the dispute to Arbitration in accordance with Article 13 within twenty-five (25) working days.

**12.07 Union Grievance**

The Union may file a written grievance that the Society, or any Society policy, is in violation of the Collective Agreement with respect to a question of general application or interpretation (which could not otherwise be processed by individual employees) and may require a meeting with the Executive Director or their designate within five (5) days from the date of filing the grievance with the Executive Director or their designate. Such grievance must be filed within seven (7) working days after the occurrence of the circumstance giving rise to the alleged grievance or within seven (7) working days of the affected employee having reasonably known of the occurrence the grievance is based on or within seven (7) working days after the date the Union should have known of the occurrence of the circumstance giving rise to the alleged grievance. It is agreed that time limits shall be suspended, at the request of the Union, when two (2) or more members of the Union Executive are absent due to a leave, vacation or illness. It is understood that the request will not exceed five (5) weeks.

The Executive Director or their designate will within five (5) working days after the meeting give a written reply to the grievance to the Union. If the written reply has not settled the grievance to the satisfaction of the Union, the Union may within twenty-five (25) working days after the receipt of the reply refer the grievance to arbitration in accordance with Article 13 of this Agreement.

Unless otherwise agreed to in writing, the Union shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

**12.08 Society Grievance**

The Society may file a written grievance that the Union (including its officers, committee member and members) is in violation of the Collective Agreement and may require a meeting with the Union within five (5) working days from the date of filing the grievance with the Union. Such grievance must be filed within seven (7) working days after the occurrence of the circumstance giving rise to the alleged grievance or within seven (7) working days after the date the Society should have known of the occurrence of the circumstance giving rise to the alleged grievance.

The Union will within five (5) working days after the meeting give a written reply to the grievance to the Society. If the written reply has not settled the grievance to the satisfaction of

the Society, the Society may refer the grievance to arbitration in accordance with Article 13 of this Agreement.

Unless otherwise agreed to in writing, the Society shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

#### **12.09 Time Limits**

No grievance may be processed to arbitration unless the written grievance signed by the employee involved is submitted and processed in accordance with the time limits hereinbefore set out.

Time limits shall be computed by excluding Saturdays, Sundays, statutory holidays and employee's regular days off. Failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire. Failure of the Society to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step within five (5) working days after the expiration of the said time limit.

The time limits fixed in both the grievance and arbitration procedure may be extended by written agreement of the parties.

#### **12.10 Replies and Grievances**

Replies to grievances shall be in writing at all steps of the grievance procedure.

**12.11** Any mutually agreed changes in writing to this Collective Agreement which are concluded during the life of the Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### **ARTICLE XIII – ARBITRATION**

#### **13.01 Arbitration**

a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration by a single arbitrator. The notice will contain the name(s) of the party's proposed arbitrator(s) and will be delivered to the other within twenty-five (25) working days of the reply under Step 3 of Section 12.06. The recipient party will, within ten (10) working days, advise the other of the name of its proposed arbitrator(s).

If the parties fail to appoint an arbitrator within the time limits identified in 13.01(a), the appointment will be made by the Minister of Labour upon the request of either party. The Single Arbitrator will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employees affected by it.

- b) In the case of discharge of an employee, or for matters mutually agreed by the parties, the grievance or allegation will be submitted to a Board of Arbitration. The notice will contain the name of the party's appointee to a Board of Arbitration and will be delivered to the other within twenty-five (25) working days of the reply under Step 3 of Section 12.06. The recipient party will, within ten (10) working days, advise the other of the name of its appointee to the Board of Arbitration.

The two appointees so selected will, within five (5) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who will be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limit, the appointment will be made by the Minister of Labour upon the request of either party. The Board of Arbitration will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employees affected by it. The decision of a majority will be the decision of the Board of Arbitration, but if there is no majority, the decision of the Chairperson will govern.

- c) No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- d) The Single Arbitrator or the Board of Arbitration will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- e) The Single Arbitrator or the Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- f) Should the parties disagree as to the meaning of the Single Arbitrator or the Board of Arbitration's decision, either party may apply to either the Single Arbitrator or the Chairperson of the Board of Arbitration to reconvene to clarify the decision.
- g) At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Society to view any working conditions which may be relevant to the settlement of the grievance.
- h) The time limits fixed in both the grievance and arbitration procedure may be extended by the written consent of the parties.
- i) Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Single Arbitrator or the Chairperson of the Board of Arbitration.

### **13.02 Grievance Mediation**

- a) The parties may mutually agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure as per Article XII.



- b) The cost of the mediator will be shared between the Society and the Union on a fifty-fifty (50/50) basis. Employees involved in the mediation of grievances will be provided with paid time away from their regular assignment to attend grievance mediation meetings.
- c) The parties upon mutual agreement, in advance of grievance mediation, may sanction a grievance mediation officer authorization to arbitrate a grievance, in the event the parties are unable to resolve a matter during grievance mediation.

## **ARTICLE XIV – DISCHARGE, DISCIPLINE AND SUSPENSION**

### **14.01**

- a) Employees who have completed their probationary period may not be terminated without just cause. Prior to discharge the Executive Director or their designate shall, arrange a meeting with the employee accompanied by a member of the Union Grievance Committee to advise the employee of the discharge.

An employee who has completed their probationary period will have their union steward and/or a local union executive member attend such meeting to hear the Society's reason for the discharge. The Society will provide, in writing, the reason for the discharge at the meeting.

Where no meeting takes place the Society will provide, in writing, the reason for discharge to the employee. The Union shall receive a copy of the written reasons unless the employee states in writing to the Society at the time of discharge that the Union is not to receive a copy of said letter.

- b) If an employee who has completed the probationary period believes they have been wrongfully discharged, they may file a written grievance with the Executive Director, within ten (10) calendar days after they have been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

**14.02** A discharge grievance may be settled by confirming the Society's action in dismissing the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**14.03** If a discharge grievance goes to arbitration, the Board of Arbitration may:

- a) confirm the dismissal of the employee; or
- b) reinstate the employee with full compensation for time lost; or
- c) substitute such other penalty for the discharge as the Arbitration Board deems just and reasonable in all the circumstances.

### **14.04 Warnings**

- a) Whenever the Society issues a written warning reprimand to an employee, the Society will meet with the employee and a union steward to present the reprimand. A copy of the reprimand will be sent to the union steward within five (5) working days. A written warning

shall include particulars of the work performance or conduct alleged to be unsatisfactory. If the employee replies to the warning in writing, the reply shall become part of their record.

- b) The disciplinary record of an employee shall not be used against them at any time after eighteen (18) months following a disciplinary action provided there are no further disciplinary action(s) during such eighteen (18) month period.

#### **14.05 Termination**

The following specified causes will be conclusively deemed to be sufficient for the immediate discharge of an employee:

1. Sexual and/or physical abuse of a child and/or client of the Society.
2. Breach of Society's Confidentiality Policy.
3. Any offence relating to performance of duties and responsibilities under the Child, Youth and Family Services Act, 2017.
4. Any criminal conviction on the part of the employee.
5. Theft or misappropriation of property of a client or of the Society.

In the event the Employer decides to impose less discipline for any of these specified causes, the disciplinary record relating to such cases will not be subject to Article 14.04(b).

### **ARTICLE XV – SENIORITY**

#### **15.01 Definition of Seniority**

Seniority as referred to in this Agreement, shall mean length of continuous service in the employ of the Society or its predecessors. Seniority shall operate on a bargaining unit wide basis.

Continuous service will be pro-rated for employees who have worked less than full time in the employ of the Society.

#### **15.02 Seniority List**

- a) The seniority list for permanent employees will be compiled December 31 with a publication date of March 1 of each year and will be posted in all worksites with a copy forwarded to the Union. Seniority will accumulate by months and years and will be expressed on the seniority list numerically to two (2) decimal places.
- b) The seniority list will include: name, date of hire, seniority in years and months expressed on the seniority list, location(s) and classification of each employee.
- c) Any disputes regarding placement on the seniority list should be brought to the attention of the Manager of Human Resources, in writing, within thirty (30) days of the publication of the list. Thereafter, the seniority list will be deemed to be correct.
- d) Should a tie occur, the tie will be broken by lot conducted by the Manager of Human Resources, or designate, and the President of CUPE Local 2296, or designate.

### **15.03 Probation for Newly Hired Employees**

- a) Each newly employed regular full-time employee shall be on probation until they have completed nine (9) calendar months with the Society, with the following exceptions:  
Administrative staff – six (6) calendar months and Unauthorized Child Protection Workers.
- b) An employee hired as an unauthorized Child Protection Worker shall be on probation until they have completed a minimum of three (3) calendar months with the Society after successful completion of the provincial Child Welfare Authorized training and examinations; or nine (9) calendar months with the Society, whichever period is greater and not to exceed twelve (12) months.
- c) Each newly employed regular part-time employee shall be on probation until they have completed twelve (12) calendar months with the Society, with the following exceptions:  
Administrative staff – eight (8) months, and Unauthorized Child Protection Workers as per 15.03 (d).
- d) An employee hired as regular part-time Unauthorized Child Protection Worker, shall be on probation until they have completed a minimum of six (6) calendar months with the Society after successful completion of the provincial Child Welfare Authorized training and examinations; or twelve (12) calendar months with the Society, whichever period is greater.
- e) During the probationary period, the employees shall be entitled to all rights and benefits of this Agreement except that they are not entitled to grieve a layoff or termination. The Society may, with the consent of the employee, extend the probationary period. After completion of the probationary period, seniority shall be effective from the date of last hire.

### **15.04 Loss of Seniority and Termination of Employment**

Continuity of service shall be considered broken and employment terminated when:

- a) an employee resigns or is discharged (and the discharge is not reversed through Grievance Procedure);
- b) an employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work and fails in either case to provide a satisfactory reason for such failure to report;
- c) an employee is absent for more than twenty-four (24) months because of layoff or physical disability (subject to the Ontario Human Rights Code);
- d) an employee is absent from work without sufficient cause or without notifying the Society unless such notice was not reasonably possible.
- e) employee utilizes a leave of absence for purposes other than that for which the leave was granted.
- f) an employee is employed elsewhere while on any approved leave from the Society without first obtaining written consent of the Society.

### **15.05 Promotion or Transfer to Position Outside of the Bargaining Unit**

- a) An employee promoted or transferred to a position outside of the Bargaining Unit (not including an employee temporarily promoted or transferred to a position outside the Bargaining Unit to replace a person outside of the Bargaining Unit who is absent from work due to being on approved leave of absences for LTD, Pregnancy Leave, Parental Leave, Education Leave, General Leave or reassignments to special projects in which case Clause 15.05(b) shall apply) will retain their seniority held at the time of such promotion or transfer and may exercise their seniority rights in the event of their demotion or re-transfer to a position in the Bargaining Unit at any time within twelve (12) months of such promotion or transfer. The said twelve (12) month period outside of the Bargaining Unit may be extended by mutual agreement between the Society and the Union. The Union will not unreasonably withhold its consent to extend such twelve (12) month period.
- b) An employee temporarily promoted or transferred to a position outside the Bargaining Unit to replace a person outside the Bargaining Unit who is absent from work due to being on LTD, Pregnancy Leave, Parental Leave, Education Leave, General Leave or reassignments to special projects will retain their seniority held at the time of such temporary promotion or transfer and may exercise their seniority rights in the event of their demotion or re-transfer to a position in the Bargaining Unit.

### **15.06 Seniority for Part-Time Employees Filling a Temporary Position with Additional Hours**

A part time employee working additional hours on a temporary basis in excess of four (4) weeks shall be credited with seniority, retro-active to the beginning of the temporary assignment, for all hours worked in the temporary position.

### **15.07 Contract Employee – Continuous Service Credit**

In the event a Contract employee is hired, and completes their probationary period, in a regular full-time or regular part-time position and where there is no break or interruption in continuous service exceeding four (4) weeks between such Contract employment and employment in the regular full-time/part-time position, the Society will grant such employee credit not exceeding twelve (12) months for such continuous service (continuous service as defined in 15.01) as a Contract employee for seniority purposes and for advancement on the salary grid. The breaks in service will not be considered for service credit. Such advancement on the salary grid shall occur only as long as the contract work was at an equal or greater wage rate.

This section does not apply to the following sections: Vacation 22.01; Sick Leave 23.01 and 23.02; and WSIA 28.03 for service credit accrued prior to April 1, 2008 while in a contract position.

## **ARTICLE XVI – PROMOTIONS AND STAFF CHANGES**

### **16.01 Job Postings**

- a) The Society will post on the Society Intranet as well as a notice of Intranet posting to individual's work email, for a minimum of seven (7) calendar days, all vacancies within the Bargaining Unit or new positions within the Bargaining Unit in order to allow interested employees to make application therefore. A copy of such notice shall be sent to the Union.

However, the above requirement of posting vacancies is waived when such vacancy is temporary with duration of six (6) months or less.

- b) Only the first three (3) vacancies created by the filling of a posted vacancy need be posted. These postings will be posted for a minimum of three (3) calendar days.

The Society may fill the fourth and subsequent vacancies in such manner as may be determined by the Society. The Collective Agreement (including Article 16.04) shall have no application to the filling of such fourth and subsequent vacancies. Notwithstanding the foregoing, an employee may apply for such fourth and subsequent vacancies. No grievance may be filed, either by the Union or by an employee, however, relating directly or indirectly to the Society filling the fourth and subsequent vacancies.

- c) Whenever a temporary vacancy, that has been filled for the maximum of a six (6) month period, has to be extended due to special circumstances, the Society shall be permitted to extend the placement of the incumbent employee for up to a maximum of six (6) months but no longer.
- d) Any exceptions to a) and c) require prior written approval of the Union.

### **16.02 Information on Postings**

- a) The notice shall contain the position title, the nature of the position, the minimum qualifications required. Such qualifications may not be established in an arbitrary or discriminatory manner.

The Society agrees to include the following wording in all job postings, with the exception of any temporary contract postings for an Authorized Child Protection Worker:

“Candidates with other academic qualifications and related work experience, plus demonstrated ability, will be considered.”

- b) Employees who have held Authorization status within five (5) years of the position posting shall be considered for the vacancy.

### **16.03 Outside Advertising**

The Society may place an outside advertisement for any vacancies or new positions which the Society posts pursuant to 16.01. No outside applicants may be considered until the Society has processed the applications received from employees in the bargaining unit.

This language does not contradict 30.07.

### **16.04 Role of Seniority in Promotions, Transfers, Demotions**

Both parties agree that the following factors shall be considered in the cases of promotion, transfers, demotions:

- a) Current qualifications including ability, education and experience.
- b) Length of continuous service.

Therefore in making staff changes, promotions, demotions, and transfers the parties further agree that qualifications in factor a) must govern and only where such current qualifications of the employees are in the opinion of the Society relatively equal, will factor b) govern provided

however the Society does not exercise its discretion in an arbitrary, capricious or discriminatory manner.

#### **16.05 Role of Continuous Service in a Unit**

No regular full-time or regular part-time employee will be considered for transfer to another unit during their probationary period.

#### **16.06 Trial Period**

- a) The successful applicant shall be notified immediately following the hiring decision. They shall be placed on trial for a period of six (6) months.
- b) Conditional on satisfactory service, the employee shall remain in the position as posted, after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classifications, they shall be returned to their former position, and former wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, and former wage or salary rate, without loss of seniority.

#### **16.07 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position or new position posted in accordance with Clause 16.01, the Society will place a notice on the Society Intranet as well as a notice of Intranet posting to individual's work email of the name of the successful applicant. The Union shall also be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### **16.08 Filling of Vacancies**

The Society will attempt to fill all vacancies in the Bargaining Unit within ninety (90) days of the effective date of the vacancy unless the vacancy is not to be refilled.

#### **16.09 On the Job Training**

The Society, where appropriate, may, when personnel, equipment and time permits, allow an employee the opportunity to learn the work of higher or equal positions by working together with senior employees within the Bargaining Unit for temporary periods without affecting the salary of the employees concerned.

#### **16.10 Optional Training Courses**

Information regarding Society supported optional training will be posted on the Society Intranet as well as a notice of Intranet posting to individual's work email. The information shall include:

- a) type of course
- b) time, duration and location of course
- c) minimum qualifications required for applicant
- d) Society's responsibility regarding cost and lieu time.

Payment for time spent at such training courses shall be at regular wages (hour for hour) for time spent in the training course and for time spent travelling to and from the course if the course is outside of Thunder Bay.

Payment can be made on a monetary basis or in time off in lieu of at a time mutually agreeable between the employee and their supervisor. The option of payment is at the discretion of the Society.

The selection of the employees for these training courses shall be done in an equitable manner taking into account training requirements.

All other training material will be posted on the Society Intranet as well as a notice of Intranet posting to individual's work email, for information purposes.

## **ARTICLE XVII – JOB SECURITY**

### **17.01 Qualifications**

- i. 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.
- ii. Should job qualifications be changed as a result of legislation or government directives, MCYS shall work with the employers and the unions to develop a plan to mitigate any negative impact for staff.

### **17.02 Organizational Changes**

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

### **17.03 Restructuring, Mergers or Amalgamation**

- i. An employee who is subject to permanent layoff shall have the following entitlements:
  - a) Be placed on a recall list for twenty-four (24) 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 collective agreement.

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

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

- i. All bargaining unit vacancies that occur at a participating Employer, where the Employer has exhausted their normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- ii. Employees hired from one agency into another will be required to complete a full probation period as per the collective agreement of the hiring Employer.
- iii. Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for

wages and vacation at the new Employer shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

### **17.05 Technological Change**

- i. Technological change at the Society pertains to the introduction of information technology, equipment and related processes that affect, in a meaningful manner, the work, undertaking or business carried on by the Society.
- ii. Where the Employer is considering the introduction of Technological Change, the Employer shall notify the Union as far in advance as is practicable of its intent to introduce such changes.
- iii. The Employer recognizes that there are individual learning needs, and is therefore, committed to providing opportunities for learning which include on the job training for employees who are affected by technological change. Time spent in training due to the introduction of technological change, which has been approved by the Employer, shall be considered as time worked.

## **ARTICLE XVIII – LAYOFFS AND RECALLS**

### **18.01 Reduction in Work Force**

The Society shall notify the Union of any planned reorganization or reduction in the work place and shall meet with the Union to discuss such plans and possible alternatives to staff reductions. In the event mutual understanding cannot be reached, both recognize that Management Rights shall prevail.

### **18.02 Notice of Lay-Off**

The Society agrees to give notice of layoff to employees in accordance with the Employment Standards Act.

In addition, the Society agrees to provide all regular full-time and regular part-time employees with a minimum of four (4) weeks notice.

### **18.03 Grievance on Layoffs and Recalls**

Grievances involving lay-off and recall shall be filed at Step 1 of the grievance procedure.

### **18.04 Role of Seniority in Lay-Offs**

- a) Both parties recognize that job security shall increase in relation to length of service. Therefore, in the event of a lay-off or re-call, employees shall be laid off in the reverse order of their bargaining unit wide seniority and re-called in order of their seniority. An employee who is in a lay-off position may accept the lay-off or shall bump the least senior full-time or part-time employee in any work unit within any job classification, as defined in Clause 30.14 Work Units, providing the employee exercising the right meets the criteria set out in (1.), (2.) and (3.) below.
  1. has more seniority than the employee being bumped
  2. has the necessary skill and is able to perform the work efficiently and competently;  
and
  3. the skill, the ability and efficiency are judged by the Society to be relatively equal.
- b) The least senior employee displaced through a) above will be offered layoff rights as per a) above.



- c) No new employees will be hired until those laid off, who have the necessary qualifications to perform the work, have been given Notice of Recall by registered mail to their last known address and failed within ten (10) days of mailing such Notice of Recall to advise the Society that they are willing and available to return to work.

## **ARTICLE XIX – HOURS OF WORK**

### **19.01a) Regular Full-Time Employees (excluding Team Leaders, Child and Youth Workers in Society Operated Group Homes and the Spring Therapeutic Foster Program)**

1. The normal starting and finishing times for regular full-time employees shall be from 9:00 a.m. to 5:00 p.m. Monday to Friday inclusive. (The normal starting and finishing times shall be from 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive for the period from the first Monday following the end of the elementary school year to the first working day following Labour Day.)
2. The standard work day for all regular full-time employees shall be six and three-quarter (6  $\frac{3}{4}$ ) hours (exclusive of a one and one-quarter (1  $\frac{1}{4}$ ) hour lunch period).
3. The standard work week for all regular full-time employees shall be thirty-three and three-quarter (33  $\frac{3}{4}$ ) hours (exclusive of lunch periods) Monday to Friday inclusive.
4. It is understood that in individual cases, starting and finishing times which deviate from the starting and finishing times in Clause (19.01 a)(1.) shall be determined by mutual agreement between the Society and the employee(s).

### **19.01b) Regular Full-Time Employees – Child and Youth Workers in Society Operated Group Homes**

1. The normal daily hours of work per day for all regular full-time employees employed as Child and Youth Workers in Society Operated Group Homes, shall be twelve (12) hours.
2. The normal hours of work for all regular full-time employees employed as Child and Youth Workers in Society Operated Group Homes, shall be an average of forty (40) hours per week accumulated over a four (4) week period.

### **19.01c) Regular Full-Time Employees – Team Leaders in Society Operated Group Homes**

1. The standard work day for all regular full-time employees employed as Team Leaders in Society Operated Group Homes, shall be eight (8) hours.
2. The standard work week for all regular full-time employees employed as Team Leaders shall be forty (40) hours per week. The work hours for a Team Leader fall outside of the regular work week hours as stated in clause 19.01 a)(1.) and may include evening or weekend work.

**19.01d) Regular Full-Time Employees – Child and Youth Workers in the Therapeutic Foster Program**

1. The standard work day for all regular full-time employees employed as Therapeutic Foster Program Child and Youth Workers, shall be eight (8) hours.
2. The standard work week for all regular full-time employees employed as Therapeutic Foster Program Child and Youth Workers, shall be forty (40) hours. The work hours for said employees fall outside of the regular work week hours as stated in clause 19.01 a)(1).

**19.02** In consideration of the twelve (12) hour work day as provided in Clause 19.01 b) (1.) above, regular full-time employees employed as Team Coordinators or Child Care Workers in Society Operated Homes shall be entitled to five (5) floating holidays (which are not premium days) per year of active service (or such lesser number of days calculated on a pro-rated basis where so employed for less than a full year) to be taken at a mutually agreeable time. They shall also be paid an additional amount per year as provided in Clause 20.04.

**19.03** An employee shall be permitted a rest period of fifteen (15) minutes in both the first half and the second half of a work day.

**19.04 Posting of Schedules in Society-Operated Homes**

Tours of duty schedules and days off in Society-Operated Homes will be posted at least four (4) weeks in advance.

**19.05 Mandatory Training**

An employee required by the Society to attend training courses, seminars or workshops shall be reimbursed at the appropriate rate of pay for all time spent in the course, seminar or workshop and for all travel to and from the course, seminar or workshop when “out of town”.

Payment for time spent shall be at regular wages (hour for hour) for the time spent in training courses and for time spent travelling to and from the course.

Payment can be made on a monetary basis or in time off in lieu of at a time mutually agreeable between the employee and their supervisor. The option of payment is at the discretion of the Society.

**19.06** The Parties acknowledge that the needs of the children and families sometimes require that employees will need to extend their days to complete their required duties. When this occurs, employees will work the required extended time and will work with their supervisor to flex their time to accommodate the change. If this requirement occurs regularly, the supervisor will work with the employee to reduce the frequency of such events. Flex time will not trigger overtime pay.

**ARTICLE XX – OVERTIME**

**20.01a) Overtime**

An employee (other than Team Leader and Child and Youth Workers working in Society Operated Group Homes and the Spring Therapeutic Foster Program) required by their supervisor to work in excess of six and three quarter (6 <sup>3</sup>/<sub>4</sub>) hours in a day (exclusive of the

lunch period) or thirty-three and three quarter (33  $\frac{3}{4}$ ) hours per week (exclusive of the lunch periods) shall at the discretion of the employee be compensated by time off on the basis of one and one-half (1  $\frac{1}{2}$ ) times the overtime worked, or alternatively, by payment for the overtime worked at the rate of one and one-half (1  $\frac{1}{2}$ ) times the regular straight time hourly rate.

An employee employed as a Child and Youth Worker in Society Operated Group Homes required by their supervisor to work in excess of twelve (12) hours in a day or in excess of forty (40) hours per week averaged over a four (4) week period shall at the discretion of the employee be compensated by time off on the basis of one and one-half (1  $\frac{1}{2}$ ) times the overtime worked, or, alternatively, by payment for the overtime worked at the rate of one and one-half (1  $\frac{1}{2}$ ) times the regular straight time hourly rate.

Time off may not be accumulated and shall be taken as soon as possible after the occasion requiring it and by arrangement with the employee's supervisor. The supervisor shall make every reasonable effort to accommodate the wishes of employees with respect to the time and manner of taking compensatory time off.

**20.01b)** An employee employed as a Team Leader in Society Operated Group Homes, or a Child and Youth Worker working in the Therapeutic Foster Program required by their supervisor to work in excess of eight (8) hours in a day or in excess of forty (40) hours per week shall at the discretion of the employee be compensated by time off on the basis of one and one-half (1  $\frac{1}{2}$ ) times the overtime worked, or alternatively, by payment for the overtime worked at the rate of one and one-half (1  $\frac{1}{2}$ ) times the regular straight time hourly rate.

Time off may not be accumulated and shall be taken as soon as possible after the occasion requiring it and by arrangement with the employee's supervisor. The supervisor shall make every reasonable effort to accommodate the wishes of employees with respect to the time and manner of taking compensatory time off.

## **20.02 Call Back Pay**

An employee who is called back to work by the Society during a period not immediately following their scheduled shift or not immediately preceding their next scheduled shift, will be paid for a minimum of three (3) hours at straight time, or, one and one-half (1  $\frac{1}{2}$ ) times the regular straight time hourly rate for the time actually worked on each call back, whichever is greater. However, an employee who is called back to work shall not be entitled to receive, for call-back pay, more than eight (8) hours pay at the regular straight time hourly rate, in any twenty-four (24) hour period regardless of the number of call-backs during such twenty-four (24) hour period.

In the event the period of call-back overlaps and extends into the employee's next scheduled shift, they will not be entitled to the minimum payment of three (3) hours at the regular straight time hourly rate but they will only be entitled to payment for the hours actually worked immediately preceding their next scheduled shift at the rate of one and one-half (1  $\frac{1}{2}$ ) times regular straight time hourly rate.

## **20.03 Shift Premium**

Regular full-time employees regularly employed as Child and Youth Workers in Society Operated Group Homes who do shift work and weekend work on a regular basis shall be paid an additional four hundred dollars (\$400.00) per year (or such lesser amount calculated on a

pro-rated basis where so employed for less than a full year) to compensate them for such shift work and weekend work. (This amount shall not be included in or considered part of, the regular straight time hourly rate and therefore will not be used in the calculation of overtime or for any other pay purposes.)

**20.04 Premium Paid to Group Home Staff (in consideration of a twelve (12) hour work day)**

Regular full-time employees regularly employed as Team Coordinators or as Child and Youth Workers shall be paid an additional eight hundred dollars (\$800.00) per year (or such lesser amount calculated on a pro-rated basis where so employed for less than a full year) on a pro-rated basis to compensate them for working twelve (12) hours per day and forty (40) hours per week. (This amount shall not be included in, or considered part of, the regular straight time hourly rate and therefore will not be used in the calculation of overtime or for any other pay purposes).

**ARTICLE XXI – PAID HOLIDAYS**

**21.01a)** The following days shall be recognized as holidays with pay for all regular full-time employees:

New Year's Day	August Civic Holiday
Family Day	(First Monday in Aug.)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Employees shall be allowed one (1) hour off on November 11<sup>th</sup> to attend a Remembrance Day Service.

**b) Gift Day**

Full-time employees shall be entitled to either Christmas Eve Day or New Years Eve Day off with pay. Selection of the day off shall be by the employee subject to all units in the Society having the necessary staff coverage on both days. Preference on gift day selection will be based on Seniority.

No employee may have both Gift days off, e.g., the employee may not use vacation, floaters, or a regularly scheduled day off for the second day. Any employee request for both days off will be considered for approval by senior management.

**c)**

1. In addition to the above paid holidays, a regular full-time employee having completed their probationary period shall be entitled to four (4) floating holidays (which are not premium days), pro-rated based on service credit accrued during the calendar year, to be taken at a mutually agreeable time in the calendar year that they are earned.
2. If floating holidays are not used in the calendar year earned, they are lost. Unused floating holidays cannot be paid out.
3. Regular full-time employees employed as Child and Youth Workers in the Therapeutic Foster Program shall be entitled to five (5) additional floating holidays (which are not

premium days) per year of active service (or such lesser number of days calculated on a pro-rated basis where so employed for less than a full year) to be taken at a mutually agreeable time.

- d) In order to qualify for each holiday an employee must have worked the full scheduled day immediately preceding and following the holiday unless absent due to being on vacation or due to legitimate illness confirmed by medical certificate acceptable to the Society, which illness commenced within fifteen (15) days of the date of the holiday.

**21.02a) Compensation for Holidays Occurring on a Saturday**

When any of the said holidays set out in 21.01a) and b) occurs on a Saturday and the said paid holiday is not designated by the Society as being observed on some other day, the Monday immediately following such Saturday shall be deemed to be the holiday for the purposes of this Agreement.

- b) When any of the paid holidays set out in Clause 21.01a) and b) occurs on a Sunday and the said paid holiday is not designated by the Society as being observed on some other day the Monday immediately following such Sunday (or the Tuesday immediately following such Sunday where Clause 21.02a) already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

**21.03 Compensation for Work on a Paid Holiday**

A regular full-time employee who works on any of the holidays listed in 21.01 above shall be paid at the rate of one and one-half (1 ½) times the regular straight time hourly rate for work on such holiday and shall be granted another day off in lieu of the holiday which day off in lieu may be taken by such employee at a mutually agreeable time.

The supervisor shall make every reasonable effort to accommodate the wishes of employees with respect to the time and manner of taking a lieu day(s) off.

**21.04 Compensation for Holidays Falling on Scheduled Day Off**

When any of the holidays referred to in 21.01a) and b) fall on a regular full-time employee's scheduled day off, such regular full-time employee shall be granted a day off with pay in lieu at a mutually agreed upon time.

**21.05** No employee will be required by the Society to work both Christmas Day and New Year's Day.

**21.06** Regular part-time employees will be entitled to paid holidays on a pro-rated basis.

**21.07** Casual employee and contract employees will be entitled to statutory holiday pay in accordance with the provisions of the Employment Standards Act.

**21.08 Long Service Bonus**

- a) Regular full-time and part-time employees who have completed twenty (20) or more calendar years of service will receive two (2) additional days off with pay annually, pro-rated based on eligible hours of work (hours worked after the employee's twenty (20) year anniversary) in a calendar year. If these "Long Service Bonus Days" are not used in the calendar year they are lost. Unused days cannot be paid out.

- b) Regular full-time and part-time employees who have completed twenty-five (25) or more calendar years of service will receive one (1) additional day off with pay annually, pro-rated based on eligible hours of work (hours worked after the employee's twenty-fifth (25) year anniversary) in a calendar year. If these "Long Service Bonus Days" are not used in the calendar year they are lost. Unused days cannot be paid out.

**21.09 Long Service Monetary Bonus**

Regular full-time and regular part-time employees who have completed twenty-five (25) or more calendar years of service will receive twelve hundred (\$1,200.00) dollars per year pro-rated based on eligible hours worked. This amount will be paid out as one hundred (\$100.00) dollars per month, pro-rated on hours worked and added to their annual salaries as pensionable earnings.

Effective Date of Ratification

**ARTICLE XXII – VACATIONS**

- 22.01a)** A regular full-time employee shall receive an annual vacation with pay in accordance with years of continuous service as follows:

Less than one (1) year of continuous service	1-2/3 working days for each month of completed continuous service
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After one (1) full year of continuous service but less than ten (10) full years of continuous service	20 working days per year
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After ten (10) full years of continuous service but less than fifteen (15) full years of continuous service	25 working days per year
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After fifteen (15) full years of continuous service	30 working days per year
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- b)** A regular part-time employee shall receive an annual vacation with pay in accordance with years of continuous service as follows:

Less than one (1) year of continuous service	1-2/3 working days for each month pro-rated
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After one (1) year of continuous service but less than ten (10) years of continuous service	20 working days per year pro-rated
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After ten (10) years  
of continuous service  
but less than fifteen (15)  
years of continuous  
service

20 working days per year pro-rated plus  
5 full days per year

After fifteen (15) years  
of continuous service

20 working days per  
year pro-rated plus  
10 full days per year

- c) Casual employees and contract employees shall receive vacation pay in accordance with the Employment Standards Act.
- d) Employees working an average of forty (40) hours per week will be entitled to the appropriate number of vacation days per year based on an eight (8) hour day.

#### **22.02 Compensation for Holidays Falling Within Vacation**

If one of the holidays listed in Clause 21.01 occurs during an employee's vacation period, the employee will receive an additional day off at a later date mutually agreeable to the Society and the employee.

#### **22.03 Vacation Pay on Termination**

An employee who leaves the employ of the Society for any reason shall be entitled to receive any unpaid vacation pay which is accrued to them at the date of separation.

#### **22.04 Vacation Schedules**

- a) Indication of preferred vacation period shall be made by employees by April 1. An employee having four (4) or more weeks of vacation entitlement shall be entitled to receive a maximum of four (4) of those weeks in an unbroken period. Each unit supervisor shall approve vacation requests and shall post completed vacation schedules for the Unit by April 15th of each year. Preference in scheduling of vacation periods within units shall be based on seniority in the event of a conflict over preferred vacation periods. An employee having more than four (4) weeks vacation entitlement shall be permitted to add a maximum of five (5) additional vacation days to the four (4) weeks unbroken period only after all other vacation in the unit have been approved. Leaves of absence will be accommodated only after all vacations have been approved.

Before leaving on vacation, an employee is responsible for completing a written summary of all their cases and for ensuring appropriate arrangements are made for completing related duties.

A vacation request submitted for the time period between January 1<sup>st</sup> and April 15<sup>th</sup> will be approved by seniority provided the request is submitted no less than two (2) months in advance of the vacation date. Vacation requests submitted less than two (2) months in advance of the vacation date will be approved on a "first come first served" basis.

Any vacation requests for a time period of less than five (5) consecutive scheduled work days will be considered by management only in the event that (a) all other employees in the

unit have secured a one-week block of vacation in July and/or August (any week, not necessarily an employee's preferred week), and (b) vacation requested does not interfere with the efficient operation of the Society.

An employee taking a vacation period of four (4) weeks or more in duration must return to work for a minimum of two (2) weeks prior to taking a further vacation period of one (1) week or more.

For the purposes of this Clause (22.04) only, the Adoption and the Foster Care Units will be deemed to be combined into a single unit for the determination of vacations.

Notwithstanding all other clauses in the Collective Agreement (other than those related to Sick Leave and Leaves of Absence), a regular part-time or full-time employee may not use entitled, accrued and/or unpaid time to be absent from work more than five (5) continuous weeks unless approved by the Executive Director.

- b) Society Operated Group Home: The Supervisor, or as designated to the Team Leader, will be responsible for coverage scheduling for approved vacation days which were submitted to the Supervisor at least five (5) weeks prior to the date of vacation.

#### **22.05 Where an Employee Becomes Ill Preceding His Scheduled Vacation Period**

Should an employee become ill preceding their scheduled vacation period and should such illness continue into what would have been their vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be re-scheduled at a later date.

#### **22.06 Overtime Vacation Rate**

Where the Society requires an employee to return to work during their scheduled vacation period, such employee will be compensated in accordance with the provisions of Clause 20.01 and the vacation day(s) thereby lost will be re-scheduled to a mutually agreeable time either at the end of the vacation period from which they were required to return or at some later mutually agreeable date.

- 22.07** A regular full-time employee who is absent from work exceeding sixty (60) continuous calendar days or on a leave of absence without pay exceeding sixty (60) continuous calendar days shall have their vacation pay and time off for vacation pro-rated by the full period of such absence exceeding sixty (60) continuous calendar days.

- 22.08** An employee who has completed twelve (12) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee or at the date they qualify for payment under the Long Term Disability Income Plan, and any salary paid for unearned vacation used up to that time shall be recovered by the Society from any monies owing to that employee. Any money owing to the Society may be paid back by mutual agreement between the Society and the employee. The Union shall not be liable for payment of any monies owing.

#### **22.09 Vacation Entitlement**

- a) Earned vacation entitlement must be used in its entirety in the calendar year in which it is earned subject to Article 22.09 b).



- b) A regular full-time employee will be permitted to carry forward a maximum of three (3) days vacation entitlement (pro-rated for regular part-time employees) from the calendar year in which it is earned to no later than June 15th of the calendar year immediately following the calendar year in which it is earned. Residential staff will be permitted to carry forward a maximum of three (3) regular shifts (pro-rated for regular part-time employees).
- c) An employee who does not use their earned vacation entitlement in the calendar year in which it is earned (or by June 15th of the following year in the case of three (3) days being carried forward as provided above) shall lose their vacation entitlement subject to the *Employment Standards Act*.
- d) An employee who does not use their earned vacation entitlement (other than the three (3) days that may be carried forward to June 15th of the following calendar year pursuant to Clause 22.09 b) above) in the calendar year in which it is earned due to reasons beyond the employee's control, will advise the Society in writing by December 1 (where practicable) of such calendar year of the date that they prefer to take the vacation entitlement in the following calendar year. The final decision regarding such vacation request shall be made by the Society.
- e) An employee will take all their earned vacation entitlement accumulated in the previous calendar year before they return to work from pregnancy, parental or general leave which is combined with pregnancy and parental leave.

**22.10** In preparation for a scheduled vacation, an employee will discuss with the supervisor a mutually agreed upon length of pre-scheduled protected time, not to exceed three (3) days, to ensure that up to date summary recordings and current case notes are on file and appropriate arrangements have been made for completing related duties.

**22.11 Vacation Scheduling Upon Return from Sick Leave**

An employee returning from a sick leave of six (6) calendar weeks or more may not schedule any new vacation or floating holidays in the one (1) week period following the date of return. The employee will be allowed to take all vacation or floating holidays approved prior to the sick leave. Any exceptions must be approved by the Executive Director.

**ARTICLE XXIII – SICK LEAVE**

**23.01** Sick leave means the period of time when a regular full-time employee is permitted to be absent from work with full pay due to illness or accident rendering them unable to perform their regular duties as an employee and not compensable under The Workplace Safety and Insurance Act.

**23.02** Sick Leave will be granted on the following basis:

<b>a) <u>Length of Continuous Service</u></b>	<b><u>Sick Leave Credit</u></b>
Less than three (3) months continuous service	100% of Income for five (5) days

Three (3) months but less than one (1) year	100% of Income for two (2) weeks
	66-2/3% of Income for thirteen (13) weeks
One (1) year but less than three (3) years	100% of Income for four (4) weeks
	66-2/3% of Income for eleven (11) weeks
Three (3) years but less than five (5) years	100% of Income for six (6) weeks
	66-2/3% of Income for nine (9) weeks
Five (5) years but less than seven (7) years	100% of Income for eight (8) weeks
	66-2/3% of Income for seven (7) weeks
Seven (7) years but less than nine (9) years	100% of Income for ten (10) weeks
	66-2/3% of Income for five (5) weeks
Nine (9) years but less than ten (10) years	100% of Income for twelve (12) weeks
	66-2/3% of Income for three (3) weeks
Ten (10) years and over	100% of Income for fifteen (15) weeks

- b)** In the event that Sick Leave Benefits are used up, full benefits shall be restored after an employee has returned to work full time for one (1) month in the event of a second unrelated disability or illness, or three (3) months for recurrence of the same disability or illness.

- c) Any illness or disability of more than five (5) working days must be validated by a certificate from a duly qualified medical practitioner (i.e., medical doctor or a duly qualified Nurse Practitioner), unless waived by the Society.
- d) After a prolonged illness or disability of one (1) month's duration, a doctor's certificate of fitness shall be required before an employee is permitted to return to work.
- e) An employee who is unable to report for work due to illness or disability shall advise their supervisor or their designate within one (1) hour of the time that they were due to report for work. Failure to do so will result in an absence without pay unless there are mitigating circumstances which can justify the failure to do so.
- f) In case of frequent absences or what they may consider to be absences of a regular nature or where they have reason to question the validity of the leave, the Executive Director may, at their discretion, require a doctor's certificate, regardless of the length of any one absence.
- g) Upon submission of receipt, the Society shall reimburse the employee for all costs of medical certificates required as per the Collective Agreement or requested by the Society.

**23.03** An employee will not be entitled to sick leave:

- a) during a pregnancy, parental and/or adoption leave of absence without pay granted pursuant to Article 24.04 (1) and (2)
- b) during a period of layoff;
- c) during any period of leave of absence without pay where the length of the leave was pre-approved and established as being a leave of absence in excess of thirty (30) days;
- d) during a vacation period unless the employee is a patient in a hospital or confined to bed or bed rest under the orders of their physician confirmed in either case by medical documentation acceptable to the Society.

**23.04** Regular part-time employees are entitled to the provisions of Article 23.02 on a pro-rated basis.

**23.05 Alcohol-Drug Dependency**

The Society will, where appropriate, permit an employee who is experiencing problems with alcohol and drug dependency to seek treatment and use sick leave, if available, for the necessary time away from the work place which may be required for treatment.

**23.06 Modified Work Program**

The Society and the Union recognize their joint responsibility to provide a modified work program to facilitate the return to active employment of employees as quickly and efficiently as possible (within the meaning of WSIB). Therefore, the parties agree to participate in a joint Modified Work Program as outlined in the Human Resources Manual and shall be consistent with the WSIB.

## **ARTICLE XXIV – LEAVE OF ABSENCE**

### **24.01 Leave of Absence for Union Business**

The Society will grant a leave of absence without pay to employees selected or appointed by the Union to attend Union conventions, conferences, seminars, education classes or other Union business. Leaves of absence will not be unreasonably denied, i.e., approval will be subject to Unit coverage and with the proviso that the employee is able to manage their workload demands. Total number of days per employee shall not exceed twelve (12) working days off in any twelve (12) month period. Total union members cumulative days shall not exceed sixty (60) working days off in any twelve (12) month period. The employee requesting leave of absence pursuant to this clause shall, where practicable, submit the written request at least four (4) weeks prior to the commencement of the requested leave of absence. The Society will give a written reply to the request within three (3) working days of the employee's request to the immediate supervisor.

Employees on such leave of absence for Union business will be paid their regular wages by the Employer. The Union will reimburse the Society 100% of payroll costs which includes, but is not limited to: gross wages, vacation pay, pension, employer paid statutory contributions and benefit costs for each employee.

### **24.02 Bereavement Leave**

- a) If the parent, step-parent, person "in loco parentis", grandparent, grandchild, legal guardian, spouse, partner, child, step-child, step-grandchild, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law of an employee or an employee's partner dies, the employee will not be required to attend work for five (5) working days from the death of such person. Regular full-time and regular part-time employees will not receive time off greater than the equivalent of one week's worth of their regular pay. The employee will not suffer any loss of pay, benefits or seniority.
- b) If the aunt, uncle, niece or nephew of an employee or an employee's partner dies, the employee will not be required to attend work for three (3) working days from the death of such person. Regular full-time and regular part-time employees will not receive time off greater than the equivalent of one week's worth of their regular pay. The employee will not suffer any loss of pay, benefits or seniority.
- c) Further to sub-section a) and b) above, an employee may request additional time off with pay from their immediate supervisor not exceeding two (2) working days due to out of town travel needs or funeral/internment arrangement scheduling (pro-rated for regular part-time employees). This additional time does not need to be continuous from the date of death for special circumstances (e.g., internment).
- d) An employee may request up to two (2) hours off during normal working hours to attend a funeral, without loss of pay. A Supervisor may grant such time off should unit coverage not be an issue.

### **24.03 Medical/Family Emergency Leave**

Regular full-time employees shall be granted up to five (5) days with pay per calendar year for health matters associated with themselves and "family members". For purposes of this leave, "family members" shall mean close family members i.e., child, grandchild, parent, parent-in-

law, stepparent, stepchild, spouse, or a dependent relative residing with the employee. The leave is limited to the following circumstances:

- a) Family health emergencies where alternative arrangements cannot reasonably be made,
- b) "Family care arrangement" emergencies where alternative arrangements cannot reasonably be made,
- c) Scheduled appointments for employee and family health matters where the appointment could not be reasonably made during off duty hours.

The employee shall provide prior notice where practical, and if not practical, shall notify the Supervisor or designate no later than an hour after their normal scheduled time of arrival. It is expected that the employee will only take the time required to meet the scheduled appointment. These days are non-cumulative and there is no cash payout in lieu thereof.

For the purpose of Clause 24.03, the Medical/Family Emergency Leave will be pro-rated based on the length of service provided by the employee for the calendar year.

#### **24.04 Pregnancy, Parental and Adoption Leave**

Pregnancy, adoption and parental leaves of absence will be granted to employees under the terms of the *Employment Standards Act* as amended from time to time. The provisions outlined in this Article summarize the pregnancy, adoption and parental leave of absence provisions of the *Act*.

##### **1. Pregnancy Provision Leave**

- a) An employee who has completed at least thirteen (13) weeks of employment prior to the expected birth date will be eligible for a Pregnancy Leave of Absence for a period of seventeen (17) weeks.
- b) An eligible employee will provide the employer, prior to the start of the pregnancy leave:
  - i. At least two (2) weeks written notice of the date the pregnancy leave is to begin and end/and the end and start dates of the parental leave, when appropriate and,
  - ii. A written notice from a legally qualified medical practitioner stating the expected birth date.

The leave will be granted for any period of up to seventeen (17) weeks, commencing at any time during the period of seventeen (17) weeks immediately preceding the expected birth date and no later than the day of birth.

##### **2. Parental and Adoption Leave**

- a) An employee who becomes a new parent and who has completed at least thirteen (13) weeks of employment before the date the leave is to begin will be eligible for a Parental or Adoption Leave of Absence for a period of up to sixty-one (61) or sixty-three (63) weeks.

- b) An eligible employee will provide the employer, prior to the commencement of the Parental or Adoption Leave at least two (2) weeks written notice of the date the leave is to begin and end.
- c) Changing the date the leave is to commence requires a new written notice at least two (2) weeks before the new, earlier date. Changing the date the leave is to end requires a new written notice at least four (4) weeks before the new, earlier day, or new written notice at least four (4) weeks before the date the employee was originally going to return. Any resignation prior to the end of leave requires at least four (4) weeks written notice to the employer.
- d) An employee must begin parental or adoption leave:
  - i. No more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
  - ii. In the case of the natural mother, when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

### 3. Benefits and Seniority

- a) A regular full-time employee or regular part-time employee on a pregnancy, parental or adoption leave as granted under Article 24.04(1.) or Article 24.04 (2.) will accumulate seniority, service and vacation service.
- b) Society paid premiums will continue providing the employee confirms in writing the benefits are to remain in effect and all employee paid premiums will be made by the employee during the leave.
- c) During a pregnancy, parental or adoption leave, the Society will continue its contribution towards the employee's pension plan provided the employee elects at the commencement of the leave to pay their employee contribution portion.

### 4. Right of Return

An employee returning from pregnancy, parental or adoption leave will be reinstated to their previous position, or where this is not practical, to an alternative, comparable position within the Bargaining Unit.

### 5. Probation

If an employee was on probation at the start of a leave, they must complete the probationary period after returning to work.

### 6. Supplemental Employment Benefit Plan – Pregnancy Leave

A regular full-time or regular part-time employee on pregnancy leave as granted under Article 24.04(1.) shall be paid sixty-five percent (65%) of their regular weekly earnings less normal statutory and other deductions for the two week Employment Insurance waiting period, following receipt by the Society of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits.

For the first fifteen (15) calendar weeks which such employee receives Employment Insurance pregnancy benefits, such employee shall be paid a supplemental employment

benefit. That benefit will be equivalent to the difference between sixty-five percent (65%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and shall continue while the employee is receiving such Employment Insurance benefits for a period not exceeding fifteen (15) calendar weeks. The employee has no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. Effective Date of Ratification.

#### Supplemental Employment Benefit Plan – Parental/Adoption Leave

A regular full-time or regular part-time employee on parental/adoption leave as granted under Article 24.04(2.) shall be paid a supplemental employment benefit not exceeding thirty-five (35) weeks. The benefit paid will be equivalent to the difference between sixty-five percent (65%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings, following receipt by the Society of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits. The employee has no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. Effective Date of Ratification.

#### 7. Extended Parental Benefits

Employees who take extended parental benefits (ie. up to 18 months) may elect to receive supplemental benefits for the duration of their leave, but in such case the amount of such weekly benefit shall be reduced so that such employee shall receive total supplemental benefits which are equivalent to the amount they would have received had they taken standard parental leave of twelve (12) months.

### **24.05 Jury Duty and Court Witness Leave**

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as a witness, the employee shall not lose regular pay, benefits or seniority because of such attendance, provided that the employee:

- a) notifies the Society immediately on the employee's notification that they will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) repays the amount other than expenses paid to the employee for such services or attendance to the Society;
- d) resumes performance of their regular duties during any reasonable period when they are not required to be in attendance.

## **24.06 General Leave**

- a) An employee shall be entitled to apply in writing for leave of absence without pay and without loss of seniority. Permission for such leave of absence without pay shall not be unreasonably withheld subject to the staffing requirements of the Society.
- b) If an employee's absence without pay from the Society exceeds sixty (60) continuous calendar days, they will not accumulate service for purposes of vacation entitlement, sick leave, and salary increment for the period of the absence which exceeds sixty (60) continuous calendar days. The employee's anniversary date will be adjusted by the entire period of the absence exceeding sixty (60) continuous calendar days. In addition, the employee will become responsible for the full payment of subsidized employee benefits in which they are participating for the period of the absence that exceeds sixty (60) continuous calendar days.
- c) An employee may apply in writing for leave of absence without pay and without loss of seniority for the purposes of obtaining other employment. Permission for such leave of absence without pay will be at the discretion of the Society, and if approved, will include the following conditions and any other conditions specific to the leave granted, as set out by the Society at the time of approval:
  - The terminal date of the leave shall be at the discretion of the Society.
  - The employee will not accumulate service for purposes of vacation entitlement, sick leave, and salary increment for the entire period of the leave.
  - The employee will not be entitled to any sick leave coverage (short-term or long-term), or purchase of, or participation in, any employee benefit plan.
  - The employee shall provide twelve (12) weeks written notice to the Society of any requests or changes to the leave status or terminal date.
  - The employee shall be considered as an external candidate for any vacancies to which they apply during the leave of absence.
- d) Employees requesting and receiving leave of absence under Clause 24.07 for over a six (6) month consecutive time period will not be guaranteed the specific position they have vacated upon return after leave but will be given a position consistent with their previous classification level in the same workplace.

## **24.07 Leave of Absence for Conferences**

Notice of conferences and special courses will be posted on the Society Intranet as well as a notice of Intranet posting to individual's work email. Interested employees may apply to their immediate supervisor with final selection of those attending being made by the Executive Director or their designate.

## **24.08 Deferred Salary Leave Plan**

The Society agrees to a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- a) Length of Leave:  
The Pre-Paid Leave Program is available to an employee wishing to take leave of absence for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months, and through deferral of salary, for the purpose of financing the leave.

This plan is intended to conform with the Income Tax Regulations.



b) Employee Eligibility:

Any regular (complement) employee having two (2) years of continuous service based on their normal work week is eligible to participate in the Plan.

c) Applications:

Procedures regarding submission of requests to participate in the Plan are developed by the Society and made known to employees.

Approval of individual requests to participate in the Plan rests solely with the Society.

d) Administration of Deferred Salary:

The administration of an employee's deferred salary will be done by the Society, during the period prior to commencement of the leave of absence.

The Society will establish an arrangement with a financial institution to ensure that amounts deferred by an employee are held in trust; and that income earned by the trust will be paid to and taxed annually in the hands of the employee.

e) Terms of Reference:

1. The Plan is not established to provide retirement benefits.
2. The Plan is set up to fund a leave of absence of not less than six (6) consecutive months.
3. The leave of absence cannot commence later than six (6) years after the deferral of salary begins.
4. The annual deferral cannot exceed thirty-three and one-third percent (33 1/3%) of the employee's expected annual salary.
5. Amounts deferred are held in trust and income earned by the trust will be paid to and taxed annually in the hands of the employee.
6. During the leave of absence, the employee is not entitled to receive any salaries or wages from the Society except the amount deferred plus any accrued interest.
7. Should an employee die while participating in the plan, the balance of the trust account shall be paid to the employee's estate.
8. The arrangement provides for an obligation on the part of the employee to return to work for a period, after the leave of absence, which is not less than the period of the leave of absence.
9. All deferred amounts must be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.
10. Ontario Municipal Employees Retirement System contributions prior to the leave and during the leave will be in accordance with O.M.E.R.S. policy.

11. Subject to Income Tax regulations, an employee may withdraw from the plan any time prior to sixty (60) days before the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the Society. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

12. Employees enrolling in the Deferred Salary Leave Plan hereby acknowledge that Revenue Canada will be the final determiner of the Income Tax payable by the individual before, during and after the deferral and The Children's Aid Society of the District of Thunder Bay will not be held liable for any income taxes payable by the individual on deferred salary amounts.

#### **24.09 Compassionate Care Leave**

Regular full-time and regular part-time employees required to provide care or support to a gravely ill family member may request a compassionate care leave up to five (5) consecutive working days, within a twelve (12) month period. Regular full-time and regular part-time employees will not receive time off greater than the equivalent of one week's worth of their regular pay. The employee shall provide a medical certificate similar to HRDC form "Medical Certificate for Employment Insurance Compassionate Care Benefits".

Should such an employee require additional leave to care for or support the gravely ill family member, such employee may make application to the Employment Insurance Compassionate Care Benefit with no loss of seniority or benefits.

Upon receipt by the Employer of the employee's Employment Insurance cheque stub as proof of receipt of the Compassionate Care benefits, the employee will be paid a supplemental employment benefit for up to six (6) weeks. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period. The employee has no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Definition of Terms:

"Gravely ill" means a person who is gravely ill and at risk of dying within twenty-six (26) weeks.

"Family Member" means:

- child or the child of employee's spouse or common-law partner
- employee's wife/husband or common-law partner
- employee's father/mother
- employee's parent-in-laws
- employee's grandparents
- employee's father's wife/mother's husband
- the common-law partner of the employee's father/mother

"Common-Law Partner" means a person who has been living in a conjugal relationship with that person for at least one (1) year.

“Care or support” to a family member means:

- providing psychological or emotional support, or
- arranging for care by a third party, or
- directly providing or participating in the care.

Employees shall be entitled to Compassionate Care Benefits as per the terms set out in the Employment Insurance Act, however it is understood that the Society “top-up” payment shall only apply to caring for those family members listed above.

## **ARTICLE XXV – PAYMENT OF WAGES AND ALLOWANCE**

### **25.01 Pay Days**

The Society shall pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. If a paid holiday falls on a regular pay day, the regular pay day may be advanced by one (1) day.

### **25.02 Temporary Transfer, Promotion or Reclassification To Higher Rated Classification**

An employee who is temporarily transferred, reclassified or promoted by the Society to a higher rated classification within the Bargaining Unit will, for all hours worked in that classification, receive the wage rate of the higher rated classification which is determined by placing the employee on the first step of the grid of the higher rated classification which immediately exceeds their present wage rate. On the employee’s anniversary date immediately following the date of such temporary transfer, reclassification or promotion, they shall advance to the next step of the grid to which they were temporarily transferred, reclassified or promoted. The employee shall receive such rate of pay of the higher rated classification only for the period of time they are temporarily transferred, reclassified or promoted and will upon termination or expiry of such temporary transfer, reclassification or promotion be returned to the appropriate rate of pay (based on the anniversary date) of the classification which they occupied immediately prior to such temporary transfer, reclassification or promotion.

### **25.03 Permanent Transfer, Promotion or Reclassification to a higher rated classification**

An employee who is permanently transferred, promoted or reclassified to a higher rated classification within the Bargaining Unit will receive the wage rate of the higher rated classification which is determined by placing the employee on the first step of the grid of the higher rated classification which immediately exceeds their present wage rate provided that the employee does not exceed the wage rate of the classification to which they have been permanently transferred, promoted or reclassified. On the employee’s anniversary date immediately following the date of such permanent transfer, reclassification or promotion (and on subsequent anniversary dates) they shall advance to the next step of the grid to which they were permanently transferred, promoted or reclassified (provided that they do not exceed the wage rate of the classification to which they have been permanently transferred, promoted or reclassified).

### **25.04 Pay on Transfer to Lower Rated Job**

- a) When an employee is, at the instance of the Society, transferred to a lower rated classification, they shall continue to receive the wage rate of their previous classification.

- b) When an employee at their request and/or to avoid a layoff, transfers to a lower rated classification, they shall receive the wage rate of the lower rated classification and will receive credit for increment purposes for the years worked in the previous classification.
- c) Employees transferring into Child and Youth (non case carrying) positions who have relevant qualifications above a Child and Youth Worker designation will be reclassified to a maximum of Social Work I.
- d) Employees transferring into Child and Youth Worker (Case Carrying) positions will be paid based on their relevant qualifications as defined in Appendix "A" – Required Qualifications for Salary Scales.

**25.05** Notwithstanding sections 25.02, 25.03, and 25.04, an employee who is permanently or temporarily transferred, reclassified or promoted to a higher rated classification, as determined by wage rate in the aforementioned sections, and is moving from a 40-hour work week salary scale to a 33 <sup>3</sup>/<sub>4</sub>-hour work week salary scale within the Bargaining Unit, will receive their present salary from the 40-hour work week salary scale (prorated based on hours worked, if necessary), even if their present salary falls between salary steps on the 33 <sup>3</sup>/<sub>4</sub> hour work week salary scale. The employee's anniversary date immediately following the date of such permanent or temporary transfer, reclassification or promotion (and on subsequent anniversary dates) will change to the date the transfer, reclassification or promotion occurred (for the purposes of salary grid advancement only). The employee shall advance by a maximum of 4% of the salary grid to which they were permanently or temporarily transferred, promoted or reclassified (provided that they do not exceed the wage rate of the classification to which they have been permanently transferred, promoted or reclassified), on their revised anniversary date immediately following the date of such permanent transfer or temporary transfer, promotion or reclassification (and on subsequent anniversary dates).

For the purpose of this clause, the terms "salary scales" and "salary" are defined as the salary amounts noted in Schedule "A" excluding the Pay Equity Adjustment, and is pro-rated based on hours worked if necessary. Effective date of ratification.

**25.06** Notwithstanding sections 25.02, 25.03, and 25.04, an employee who is permanently or temporarily transferred, reclassified or promoted to a higher rated classification, as determined by wage rate in the aforementioned sections, that they formerly-held, with a 33 <sup>3</sup>/<sub>4</sub>-hour work week salary scale, within the Bargaining Unit, will receive the greater of: (a) their present salary (prorated based on hours worked, if necessary), even if their present salary falls between salary steps on the 33 <sup>3</sup>/<sub>4</sub>-hour work week salary scale; or (b) the salary step (prorated based on hours worked) that they were on when they formerly - held position in the higher rated classification. The employee's anniversary date immediately following the date of such permanent or temporary transfer, reclassification or promotion (and on subsequent anniversary dates) will change to the date the transfer, reclassification or promotion occurred (for the purposes of salary grid advancement only). The employee shall advance by a maximum of 4% of the salary grid to which they were permanently or temporarily transferred, promoted or reclassified (provided that they do not exceed the wage rate of the classification to which they have been permanently transferred, promoted or reclassified), on their revised anniversary date immediately following the date of such permanent transfer or temporary transfer, promotion or reclassification (and on subsequent anniversary dates).

For the purposes of this clause, the terms “salary scales” and “salary” are defined as the salary amounts noted in Schedule “A” excluding the Pay Equity Adjustment, and is pro-rated based on hours worked if necessary. Effective date of ratification.

#### **25.07 Child and Youth Workers**

Employees hired and classified as Child and Youth Workers Non-Case Carrying who, after hire, upgrade their educational qualifications to a higher level, will be reclassified to the classification level applicable to the particular educational qualification to a maximum of Social Work I. This shall include all positions classified as Child and Youth Staff – Child and Youth Worker (Non-Case Carrying) as per Schedule “A” Annual Salaries

**25.08** The anniversary date of hire for employees hired after December 31, 1985 will be the first day of the month in which they were hired.

#### **25.09 Survival Kit**

The Society will provide a survival kit to any employee who travels outside the immediate City of Thunder Bay limits in the performance of their duties.

#### **25.10 Health and Wellness**

The Society recognizes that it is beneficial to both the employer and employee for all employees to maintain good health. The Society agrees to reimburse regular full-time and regular part-time employees up to three hundred dollars (\$300.00) per calendar year for health and wellness related expenses upon submission of sufficient receipt(s).

### **ARTICLE XXVI – JOB CLASSIFICATION AND RE-CLASSIFICATION**

#### **26.01 No Elimination of Present Classification Without Prior Consultation**

The Society agrees that there will be no elimination of classifications within the terms of this Agreement without prior consultation.

**26.02** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Society, the Society shall determine the rate of pay for such new classifications and notify the local Union of same. If the local Union challenges the rate, it shall have the right to request a meeting with the Society to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Society of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classification.

### **ARTICLE XXVII – HEALTH AND SAFETY**

#### **27.01**

- a) The Society and the Union recognize that the physical and psychological health and safety of its employees is of primary importance and that worker safety is a shared responsibility. All

bargaining unit employees and management shall work together to identify and reduce risk in the workplace.

The Society shall comply with all regulations made under the Occupational Health and Safety Act, and shall implement appropriate remedies and initiate preventative measures in order to identify, reduce and eliminate health hazards including hazards that:

- i. Are related to violence and injuries in the workplace (“violence” means the threatened, attempted, or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury in the direct performance of their duties); and/or
- ii. May impact the psychological health and safety of workers

#### b) Employer and Employee Health and Safety Responsibilities and Commitments

The Society:

- Takes all reasonable precautions to protect the health and safety of workers;
- Promotes workers’ psychological well-being and actively works to prevent harm to worker psychological health, including in negligent, reckless, or intentional ways;
- Ensures that equipment, materials and protective equipment are maintained in good condition;
- Provides information, instruction and supervision to protect worker health and safety; and
- Co-operates with the JOHSC.

The Employee:

- Takes responsibility for their own personal health and well-being, whether in or out of the workplace;
- When at the workplace, will commit to safety at the workplace by working in compliance with the Act and regulations, and Society Health and Safety Policies and Procedures.
- Promptly reports any workplace hazard or safety risk situations to the Supervisor or Society.

#### c) Joint Occupational Health and Safety Committee

The committee is an advisory body that helps to stimulate awareness of safety issues, recognizes workplace risks and then deals with these risks through recommendations to the Society. To achieve its goal, the committee holds meetings and conducts regular workplace inspections. It also investigates work refusals and serious accidents.

The Joint Occupational Health and Safety Committee shall be maintained and composed of an equal number of Management and Employee representatives. The Union representatives shall be selected or appointed by the Union. One Management and one Union representative will be certified in accordance with the requirements of the OHSA at the Society’s expense.

## **27.02 Reimbursement Related to Acquisition of Communicable Diseases or Pests**

- a) In the event that a regular permanent or contract employee contracts scabies, pink eye, ring worm or other communicable diseases, or acquires lice, while performing their regular work duties, and such condition requires treatment or medications for themselves or their immediate family, the Employer shall reimburse the employee for the prescribed medical treatments that are not covered under the Collective Agreement's benefit plans, upon submission of receipts and confirmation the expenses are ineligible under the benefit plans. Expenses related to laundry and dry cleaning required to eradicate the communicable disease or lice will be reimbursed with submission of original receipts up to one hundred fifty dollars (\$150.00).
- b) In the event that a regular permanent or contract employee's residence has a confirmed infestation of bed bugs, and the employee can provide information that demonstrates on a balance of probabilities that the infestation is directly related to an exposure during work duties, the Employer will reimburse expenses related to the eradication treatments and protocols up to a limit of one thousand seven hundred dollars (\$1700), upon submission of original receipts and (1) one day off with pay to inspect, prepare and address the infestation.

## **27.03 Reimbursement Related to Damages to Personal Property - Mobile Devices and Prescription Eyewear**

- a) The Employer will reimburse a regular permanent or contract employee for repair or replacement costs related to the damage of personal cell phones or other mobile devices, in the event that such property is damaged by a client, in the course of a work activity, up to a total of \$500.00.
- b) If a regular permanent or contract employee's prescription eyewear has been damaged by a client, in the course of a work activity, a claim will be forwarded to the WSIB for benefits coverage. If the claim is denied, the Employer will consider reimbursing the cost of repair or replacement, up to a total equal to the amount stated in Section 28.01 (d) of the Collective Agreement.
- c) The Employer will only consider reimbursement for expenses (up to the limits noted in (a) and (b) above) related to the component(s) of the mobile device or prescription eyewear that needs to be repaired or replaced. If, for example, prescription eyewear lenses were damaged but the frames remained unaffected, the Employer would pay only for the cost of replacing the lenses. The cost of repair or replacement of, is based on the replacement value of the existing mobile device or eyewear (e.g., if an employee had basic frames which were damaged beyond repair, the Employer will not pay for upgraded designer frames). Any cost above the replacement value of is the employee's responsibility.
- d) The Employer will consider requests for reasonable financial compensation related to damages to other personal items (e.g., clothing, footwear), caused by a client, on a case by case basis.
- e) In order to receive compensation, the employee must be able to establish some proof that the damage was caused by a client and file a formal police report if appropriate.

## ARTICLE XXVIII – EMPLOYEE BENEFIT PLANS

**28.01** The Society will contribute for regular full-time employees as follows:

- a) To Greenshield (or such other carrier chosen by the Society providing equivalent coverage) an amount equal to 100% of the billed premium for life insurance coverage, long term disability coverage and supplemental health care according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement.

The Employer will provide a Benefits Card to permanent regular full-time and regular part-time employees.

Regular full-time employees and Regular part-time employees hired after April 11, 2001 will be subject to the following “pre-existing condition” for long-term disability coverage:

**Disabilities Not Covered:** No benefit is payable for a disability due to or related to a “pre-existing condition”, if disability begins within twelve (12) months of the employee becoming insured. A “pre-existing condition” is any injury or illness (whether diagnosed or not) for which an employee was treated or attended by a physician or for which drugs were prescribed, within twelve (12) months prior to the date the employee’s insurance under this benefit became effective.

- b) To Greenshield (or such other carrier chosen by the Society providing equivalent coverage) an amount equal to 100% of the premium for Accidental Death Benefits according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement.
- c) Effective January 1<sup>st</sup> of each calendar year, to Greenshield or its equivalent, an amount equal to one hundred percent (100%) of the billed premium O.D.A. Fee Schedule that is in effect for the current calendar year applicable to the employee subject to the terms and conditions of such Plan. Effective date of ratification.

Greenshield or its equivalent provides Restorative Care fifty percent (50%) reimbursement to a maximum of two thousand seven hundred and fifty dollars (\$2,750.00) per year for each employee and two thousand seven hundred and fifty dollars (\$2,750.00) for each dependent. Effective date of ratification.

Dental Plan to include orthodontics up to a \$2,500.00 lifetime maximum per member and any dependents. Effective date of ratification.

- d) To a Vision Care Plan selected by the Society an amount equal to one hundred percent (100%) of the billed premium. Effective date of ratification, such Plan to provide a maximum benefit of four hundred and fifty dollars (\$450.00) per two (2) calendar years toward the purchase and fitting of prescription glasses (subject to the terms and conditions of the Plan). Effective Date of Ratification.
- e) Paramedical services insurance coverage (include: Chiropractor, Osteopath, Podiatrist, Masseur, Naturopath, Speech Therapist, Physiotherapist, Psychologist (inclusive of Registered Social Workers or Master of Social Work)). Such plan to provide maximum benefit of one thousand dollars (\$1,000.00) per calendar year towards paramedical



services (subject to the terms and conditions of the Plan). Seventy-five percent (75%) of Insurance Premium will be paid by the employee, and twenty-five percent (25%) by the Society. The above is providing a minimum enrollment requirement is met with the Insurance Carrier. The Society will provide information regarding premium change or any other relevant information as soon as it is received from the Insurance carrier. Effective Date of Ratification.

f) Employees choosing early retirement may remain enrolled in the Society Group Extended Health and Dental Plan until age sixty-five (65). The employee will pay 80% of the premium and the Society will pay 20% of the premium, any additional costs to the Society to be paid by the retired employee(s). This article applies to any new retirees on or after the date of ratification.

g) Employee Assistance Plan

The Society shall provide an Employee Assistance Plan (EAP) for employees.

h) Wellness Strategy

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

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

HSA Deposit	HSA Deposit	HSA Deposit	HSA Deposit
\$1000 Sept. 30, 2011	\$1000 Apr. 1, 2012	\$1000 Apr. 1, 2013	\$1000 Apr. 1, 2014 & each year thereafter

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

- i. Have a one year roll-over consistent with CRA rules may be accumulated in a health spending account
- ii. Facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules
- iii. Be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans
- iv. Be subject to CRA rules and requirements, including its definitions regarding eligible expenses.
- v. For purposes of clarification, those employees who qualify for the Health Spending Account shall include those employees in the bargaining unit who are: actively working; on maternity and/or parental leave; jury duty and court witness leave as per section 24.05; union leave as per section 24.01; and WSIB leave restricted to the first year as calculated from the date of injury.

## 28.02 OMERS

It will be a condition of employment that each eligible employee shall participate in the OMERS Pension Plan unless specifically exempted by legislation or regulation.

## 28.03 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 Article XXIII – Sick Leave, until such time as the employee’s claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.
- c) In the event an employee is absent from work in respect of an injury incurred by the employee during the course of their employment with the Society and for which they are in receipt of disability payments from the WSIB, the Society will pay the employee the difference between the disability payments and the employee’s salary for the period of time as determined by length of service as set out below:

An employee with three (3) or more months of continuous service shall receive an advance of up to two (2) weeks of normal salary. This advance will be recovered from WSIB payment initially paid directly to the Society. Once the advance is recovered, subsequent WSIB payments will be paid directly to the employee, with “top-up” as follows:

Length of Continuous Service	Duration of time that an employee is entitled to receive difference between WSIB Payments and normal salary (“top-up”):
Less than three (3) months continuous service	Five (5) days
Three (3) months but less than one (1) year	Two (2) weeks
One (1) year but less than three (3) years	Four (4) weeks
Three (3) years but less than five (5) years	Six (6) weeks
Five (5) years but less than seven (7) years	Eight (8) weeks
Seven (7) years but less than nine (9) years	Ten (10) weeks

Nine (9) years but  
less than ten (10) years    Twelve (12) weeks

Ten (10) years and over    Fifteen (15) weeks

**28.04** The Society agrees to contribute premiums to a liability insurance policy covering all staff while engaged in the course of employment.

**28.05** In case of illness the Society will continue to contribute to the above named plans to a maximum of six (6) months. Thereafter, the employee may pay full premium through the Society, subject to the terms of the applicable insurance policies.

**28.06** The Union agrees that the Society shall have the discretion to substitute a different insurance carrier as long as equivalent or better coverage is maintained and as long as the Union is informed of such substitution.

**28.07** Part-time Employees may participate in the benefits plan in accordance with the terms of the plan. The Employer will contribute benefit premiums in respect of part-time employees in proportion to the number of hours regularly scheduled for such employees.

**28.08** Employees aged 65 years to 70 years of age shall receive the following, to the extent that coverage is available in the conventional insurance marketplace:

- a) Permanent full-time employees shall continue to receive dental, major medical, and vision care benefits coverage as set out in the provisions of the Collective Agreement with the exception of long-term disability.
- b) Permanent part-time employees may elect to receive dental, major medical and vision care benefits coverage as set out in the provisions of the Collective Agreement, with the exception of long-term disability. Permanent part-time employees must enroll in all benefits available; cannot select services. Permanent part-time employees must work a minimum of 16.875 hours per work week to be eligible for benefits coverage.

**28.09 Duty to Accommodate/Return to Work**

- a) It is the responsibility of persons requiring workplace accommodations to:
  - Inform the Employer of their need for workplace accommodations
  - Cooperate in obtaining necessary information including medical and other expert opinions
  - Participate in discussions about solutions, and
  - Work with the Employer and, at the Employee's option, the Union, on an ongoing basis to participate in the accommodation process.
- b) When the employee opts for Union involvement, the Union must:
  - Take an active role as a partner in the accommodation process
  - Share joint responsibility with the Employer to promote accommodation, and
  - Support accommodation measures regardless of the collective agreement.

- c) The Employer is required to:
- Accept accommodation requests in good faith
  - Request only information that is required in the accommodation process
  - Obtain expert advice or opinion where necessary
  - Take an active role in ensuring that all possible solutions are examined
  - Maintain the confidentiality in the accommodation process
  - Deal with accommodation requests in a timely way, and to bear the cost of any medical information or documentation required by the Employer.

## **ARTICLE XXIX – PROCESS OF PDT REFERRAL TO LOCAL TABLES AND DISPUTE**

### **29.01**

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

## **ARTICLE XXX – GENERAL CONDITIONS AND DEFINITIONS**

### **30.01 Union Bulletin Board**

At each work location the Society will provide a bulletin board for use by the Union in a location designated by the Society, which is accessible to employees, upon which the Union may post

notices of meetings, seniority lists and such other items of interest to employees in the Bargaining Unit.

### **30.02** Gender

In this agreement the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

### Employment Equity

The Parties recognize the responsibility and the need to promote equity in the employment of women, visible minorities, Indigenous people, persons with disabilities, persons of any sexual orientation or gender identity and such other groups as may be designated by legislation. The Parties agree to work together through bilateral consultation and negotiations to identify and remove any discriminatory barriers that may exist in relation to the appointment or promotion of such persons.

**30.03** “Regular Full-time Employee” is an employee who regularly works the normal full-time hours as set out in Article 19 and whose length of appointment is indefinite.

**30.04** “Regular Part-Time Employee” is an employee who regularly works less than the normal full-time hours as set out in Article 19 and whose length of appointment is indefinite.

**30.05** “Casual Employee” is an employee whose employment is irregular and may vary in length from day to day and week to week.

**30.06** “Interim Replacement Employee” is an employee that currently holds either a regular full time or regular part time position with the Society who is appointed either through the posting procedure or through transfer to a temporary position and works a normal work week or something less than a normal work week on a regular basis, but whose appointment has a terminal date established prior to employment and whose original term of employment shall not exceed six (6) months duration. The Society may, with the consent of the Union, extend the original six (6) month term of employment.

An interim replacement employee shall accumulate seniority as per Clauses 15.01 and 15.06 for time worked. Upon completion of the temporary placement the employee shall return to the position they held immediately prior to the temporary placement.

However, if the employee is replacing a person on a maternity leave combined with a general leave and/or a vacation leave, and the length of absence will be greater than twelve (12) months, or filling any subsequent positions resulting from such extended leaves, then the term of employment shall not exceed twenty-one (21) months duration.

**30.07** “Contract Employee” is an employee who works a normal work week or something less than a normal work week on a regular basis in a contract position which has a terminal date established prior to employment. The terms of such contract position shall not exceed twelve (12) months duration unless the following procedure occurs:

1. The Society will provide written notice to the Union four (4) weeks prior to proposed start-up of any contract position exceeding twelve (12) months, or in the case of a maternity leave combined with a general leave and/or vacation leave exceeding twenty-one (21) months.

2. The notice will include:
  - a) The number of positions involved with appropriate salary scale;
  - b) Time Period;
  - c) Purpose of position(s);
  - d) Clarification that contract employees will not replace regular full-time or regular part-time employees; and will not be used to fill regular full-time or regular part-time vacancies in the bargaining unit.
3. The Union will respond, in writing, within two (2) weeks of receipt of the notice.
4. In the event no written response from the Union is received by the Society pursuant to paragraph 3, the Union's concurrence to establish the proposed contract(s) for the period specified in the original notice from the Society will be deemed to have been given.
5. In the event the Union does not concur, the Union will supply to the Society information as to the reasons the Union does not concur.
6. The Union's consent to the Society's desire to establish such contract positions exceeding twelve (12) months, or in the case of a maternity leave combined with a general leave and/or vacation leave exceeding twenty-one (21) months will not be unreasonably withheld.

Contract Employees will not be used to replace regular full-time or regular part-time employees or to fill regular full-time or regular part-time vacancies in the bargaining unit.

A contract employee may be permitted to apply on internal applications. If no regular full-time or regular part-time employee with seniority is able to attain the placement, then any contract employee that has submitted an application will be given consideration prior to any outside applicant.

**30.08** "Executive Director" shall mean the Executive Director of the Children's Aid Society of the District of Thunder Bay.

**30.09** Definition of a Partner

For the purpose of Articles 24.02 and 24.03, the term common-law spouse as referred to in these articles will include the partner of the same or opposite sex relationship.

**30.10** Notices

Any notice to any employee under this Agreement must be given in writing which may include electronic mail or by prepaid registered post addressed to the employee at their last address shown on the seniority list or on the payroll of the Society and such notice shall be deemed to have been given when delivered and in the case of mailing, upon five (5) days after the date of mailing. Any notices related to termination, layoff or recall shall only be delivered by prepaid registered post as set out above.

**30.11** Mileage

a) All Bargaining Unit employees are required to provide and use their own automobile for performing Society business as a condition of employment. Exceptions are: Child Care Workers assigned to Churchill Transitional Home and Administrative Support assigned to Records, Reception and Service Units located in the Society Head Office.

- b) Annual reimbursement for those employees required to provide and use their own automobile for performing Society business will be at the following rates per kilometer for all eligible kilometers driven. Effective date of ratification.

Date of Ratification: sixty one cents (\$0.61)

Eligible kilometers are defined as those driven for supervisor approved work-related purposes.

- c) The employee will provide the Society with satisfactory proof of liability insurance (minimum of one million dollars (\$1,000,000.00)). The Agency shall pay the difference between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Agency, up to a maximum difference of two hundred and fifty dollars (\$250) annually. Employees must provide proof of such insurance and the related cost, to be entitled to this benefit.
- d) For purposes of transporting clients, the automobile provided and used by the employee will be maintained in a safe mechanical condition by the employee. The Society agrees to pay for safety inspections when required by the Society.
- e) The Society will reimburse employees for Emergency Road Service while travelling on Society business.
- f) Automobiles referred to herein shall not include a motorcycle.
- g) The Society will, upon request, provide one (1) exterior car wash coupon per month. One (1) interior car wash per calendar year will be provided upon request, for employees who regularly transport clients. In addition, subject to Society approval, additional interior car wash coupons will be provided to employees, if required due to extenuating circumstances.
- h) At the time of hiring, regular full-time and part-time employees and contract employees who are required to have bolt attachments installed in their vehicles for reasons of securing infant and toddler seats to ensure client safety, will be reimbursed the cost of the bolt installation by the Society upon proof of payment.
- i) The Society will provide first aid kits to all employees who transport clients.

**30.12** Contract employees and casual employees shall be paid the starting rate for their classification and will remain on Step I of the salary scale classification for the duration of the contract(s).

**30.13** The Society agrees to continue its policy of enabling all staff to have access to their own personnel files held by supervisors and/or the Society which contain information relative to employment (excluding reference documents relative to the individual's application for employment).

### 30.14 Work Units

<u>Job Classification</u>	<u>Work Unit</u>
PROTECTION	<u>Case Carrying</u> Intake and Assessment Child Protection Worker Kinship Service Worker Family Services Marathon Office Geraldton Office Nipigon Office
NON-PROTECTION	<u>Case Carrying</u> Children's Services Foster Care Adoption Children's Developmental Services  <u>Non Case Carrying</u> Agency Operated Group Homes Outreach Therapeutic Foster Program (also known as the Spring Program) Marathon Office Geraldton Office Nipigon Office Family Support Worker
ADMINISTRATION	Administrative Assistant (includes Records) Accounts Reception Supplies Property Clerk Disclosure Workers Legal Disclosure Workers Legal Services Administrative Assistant

### **ARTICLE XXXI – TERM OF AGREEMENT**

**31.01** This four-year Agreement shall become effective April 1, 2022 and shall remain in full force and effect until March 31, 2026 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 31<sup>st</sup> day of March in any year thereafter in which this Agreement continues to remain in effect.

**31.02** In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.



**31.03** All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act.

**31.04** Copies of Agreement

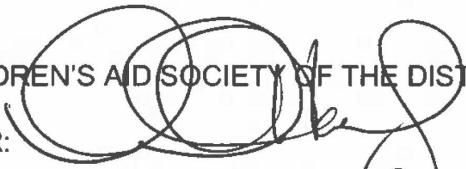
The Union and the Society desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of the ratification vote. The Society shall arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Society shall share the cost of printing equally.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

Dated at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER:



PER:



LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER:



PER:



## **LETTERS OF UNDERSTANDING**

LETTER OF UNDERSTANDING  
BETWEEN:  
THE CHILDREN'S AID SOCIETY  
OF THE DISTRICT OF THUNDER BAY  
(hereinafter referred to as the "Society")  
- and -  
LOCAL UNION 2296 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
(hereinafter referred to as the "Union")

### **Re: Hours of Work Variations**

1. Notwithstanding Clause 19.01a)(4.), the parties agree that appropriate Unit Supervisors may schedule, and assign to employees within that Unit, individual starting and finishing times (variations) which deviate from the normal starting and finishing times in Clause 19.01a)(1.) in accordance with the following guidelines (provided however that such scheduling and resulting work assignment shall not be utilized to cover emergencies or spontaneous unplanned activities).
2. Purpose: The Supervisor may schedule one (1) evening per week for the following purposes: Foster Home and Adoption Homestudies; Foster Home and Adoption Training and Orientation; Child Protection Assessments; Court-ordered Supervision; Group Meetings; Group Recreational Activities; Life Skills Training; Independence Planning; Client Medical and Dental appointments; Biological Family Visits; Foster Parent Support Groups; Month-end Financial Duties; Public Presentations.
3. For part-time employees, the Society will give consideration to pro-rating Flex-Time expectations.
4. Advance Notice of Scheduling: Affected employees will be given reasonable advance notice of such scheduling, and the Society shall only schedule variations for activities which cannot be practicably scheduled during normal hours of work as per Clause 19.01 a)(1.).
5. Such work which is scheduled in accordance with these guidelines shall be considered to be the normal starting and finishing times as referred to in Clause 19.01 a)(1.).
6. When daily/weekly Flex Time results in an employee working in excess of six and three-quarter (6  $\frac{3}{4}$ ) hours in a day (exclusive of lunch period) or in excess of thirty-three and three-quarter (33  $\frac{3}{4}$ ) hours per week (exclusive of lunch periods) such hours will be taken by the employee as lieu time off on a straight-time basis at an agreed upon time in consultation with the Supervisor within a sixty (60) calendar day period commencing with the time such Flex Time was worked. The maximum accumulation of such lieu time off at any time shall not exceed the equivalent of five (5) full working days. This accumulation to be pro-rated for regular part-time and job-share employees. All lieu time is to be submitted on a monthly basis.
7. Such scheduled variations will be equitably distributed among the employees within the affected Unit performing the same type of work.

8. Any such accumulated Flex Time will not be paid out during the period of employment. Any unused balance will be paid out when employment with the Society ends.
9. The parties agree that the general issue of Flex Time and its application in particular Units is a proper subject for discussion by the Labour-Management Committee.
10. Upon mutual agreement between the Supervisor and an employee, the Supervisor may schedule the employee in excess of one (1) evening per week for the purposes outlined in paragraph 2 above.
11. Effective date of ratification the Supervisor may request an employee to work on a Saturday or Sunday, or for Residential Group Home employees, on their regularly scheduled day off, for the purposes of meeting with clients participating in ADR related meeting or ADR conferences.

The Society will make all attempts to accommodate the employee's wishes regarding scheduling of the ADR related meeting or ADR conference. Work on a Saturday or Sunday, or for Residential Group Home employees, on their regularly scheduled day off, for this purpose, will be solely at the discretion of the employee.

The intent of this section is not to call employees back from vacation or to interfere with previously approved scheduled vacation to attend an ADR related meeting or ADR conference.

It is understood that an employee agreeing to attend an ADR related meeting or ADR conference on a Saturday or Sunday, or for Residential Group Home employees, on their regularly scheduled day off, will be reimbursed as follows:

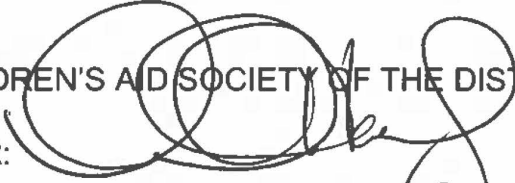
- a) A cancellation fee of \$250.00 will be paid if the conference is cancelled by someone other than the employee within the previous 48 hours.
  - b) The greater of \$250.00 or time and one half of the employee's regular hourly rate for all time spent in relation to ADR meetings and ADR conferences.
  - c) Mileage rates as per the Collective Agreement from the employee's starting location to the site of the conference.
  - d) Employees who travel in excess of one half hour to the site of the conference shall be paid as if it were time spent directly with clients.
12. If an employee is requested to work an evening during a Monday to Thursday period for the purpose of an ADR meeting or ADR conference every effort shall be made to flex the hours for that day so that the employee is not working in excess of the employee's normal number of work hours per day. In the event an employee works in excess of the employee's normal number of work hours per day, the excess hours shall be compensated as per article 20.01. It is understood any resulting over-time must be pre-approved by the supervisor.
  13. It is understood that an employee agreeing to attend an ADR meeting or ADR conference on a Friday evening, or on an evening prior to a Statutory Holiday, or for a Residential Group Home employee, on an evening prior to a regularly scheduled day off, will be reimbursed at time and one half of the employee's regular hourly rate for all time spent in relation to the ADR meeting ADR conference.

Any and all participation in these ADR meetings or ADR conferences must be pre-approved by the appropriate supervisor.

DATED at Thunder Bay this 25<sup>th</sup> day of April 2024.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER:



PER:



LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER:



PER:



LETTER OF UNDERSTANDING  
BETWEEN:  
THE CHILDREN'S AID SOCIETY  
OF THE DISTRICT OF THUNDER BAY  
(hereinafter referred to as the "Society")  
- and -  
LOCAL UNION 2296 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
(hereinafter referred to as the "Union")

**Re: Meals**

The actual expense of the meal will be reimbursed subject to the following maximums with the submission of an original receipt. \*No alcohol will be reimbursed.

Meal Rates	District of Thunder Bay and Other Non-Major Urban Centres	Major Urban Centres (e.g., GTA)
Breakfast	\$15.00	\$15.00
Lunch	\$20.00	\$25.00
Dinner	\$30.00	\$35.00
Maximum Flat Rate	\$65.00	\$75.00

For a full day of meal claims, (ie: breakfast, lunch and dinner) employees have the discretion to allocate the daily total three-meal rate of \$65.00 or \$75.00 depending on the centre, among meals.

For less than a full day of meal claims, reimbursements will be guided by the schedule of meal rates above.

Further limits and conditions are detailed in the policy "Expenses Reimbursement and Travel Policy" as updated on June 6, 2018.

Effective Date of Ratification.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Legal Expense Insurance – Criminal Proceedings**

The Society agrees to contribute insurance premiums to a legal expense insurance policy the terms and conditions of which policy are described below. The Society agrees to forward a copy of the insurance policy description to the Union as information and/or carrier changes.

**1. INSURING AGREEMENT**

To reimburse legal fees and disbursements incurred by any Insured (as defined herein) in defense of a charge laid for an alleged offence under any Act (as defined herein) and only where the finding is other than a contravention of the provisions of the said Acts. This insurance shall apply only if the proceedings commence after the effective date of the policy and only in respect of the proceedings against a Board Member, Officer, Employee, Foster Parent or Volunteer, in the performance of their duties as such.

**2. DEFINITIONS**

- a) "Insured": The term Insured used in this policy shall mean any Board Member, Officer, Employee, Foster Parent or Volunteer while performing their duties as such.
- b) "Claim": Is defined as all legal fees and disbursements arising out of the initial and subsequent proceedings pertaining thereto.
- c) "Act": The word ACT contained in the Insuring Agreements means:

- Municipal Conflict of Interest Act
- Child Welfare Act
- Children's Law Reform Act
- Criminal Code of Canada
- Child, Youth and Family Services Act, 2017

**3. EXCLUSIONS**

This insurance does not apply to any claims for legal fees or disbursements resulting from the defense of proceedings under the Acts referred to in 2 c) when the Insured accused is convicted.

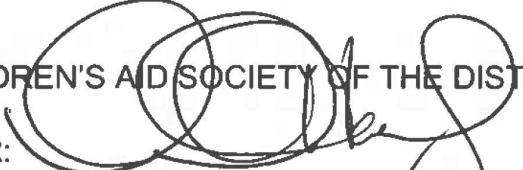
4. LIMITS OF LIABILITY:

100% of Fees and Disbursements up to a maximum payment in respect of each individual claim  
.....\$100,000

Aggregate amount payable in any one policy period.....\$500,000

- 5. Current employees may attend any meetings and/or Court hearings pertaining to matters related to this Letter of Understanding without loss of pay.
- 6. If an employee is charged for an alleged offence under an Act (as defined herein) the Society will consider a broad range of adjustments (specific to the circumstances), to the employee's workload, job position and/or attendance at work, as required.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY  
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**Re: Legal Expense Insurance – Civil Proceedings**

The Society agrees to contribute insurance premiums to a policy to provide coverage for civil suits. This insurance shall apply only if the proceedings have commenced after the effective date of any policy which may have been held, or is currently held by the Society, and only in respect of the proceedings against a Board Member, Officer, Employee, Foster Parent or Volunteer, in the performance of their duties as such.

Such coverage shall be determined by the terms and conditions of any such policy in effect at the time of the alleged complaint(s). The Society agrees to forward a copy of its current insurance policy description to the Union, and to inform the Union as to information and/or carrier changes.

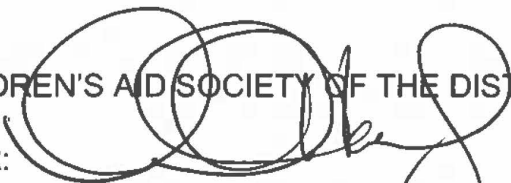
Current employees may attend any meetings and/or Court hearings pertaining to matters related to this Letter of Understanding without loss of pay.

If a current employee is served notice of a lawsuit pertaining to their work performance duties with the Society, the Society will consider a broad range of adjustments (specific to the circumstances), to the employee's workload, job position and/or attendance at work, as required.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Job Sharing**

**1. Job Share Partner Exits Job Sharing Arrangement:**

- a) Job Share Partner Permanently or Temporarily (For non-protected grounds under Human Rights legislation) exits the job sharing arrangement the following shall occur:
- i. The job share partnership shall be dissolved, and
  - ii. The position shall return to a permanent full-time position, and
  - iii. The remaining job sharer will be placed in a lay-off position, and the terms and conditions of Article XVIII will be in effect.

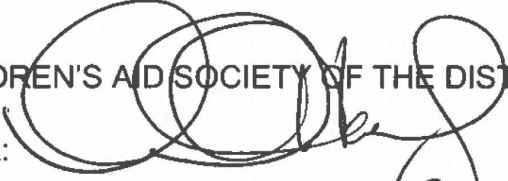
**2. Other Leaves:** If a job sharer is temporarily absent from the Job Share Arrangement due to a leave protected under Human Rights legislation the Society may consider and implement any of the following, either singly or in combination, or any other strategy that the Society deems appropriate to meet service needs on a temporary basis:

- a) Leave the .5 FTE vacancy unfilled, or
- b) Post if the leave is over 6 months, and if there is not an eligible candidate, the remaining job sharer may be assigned the additional hours.
- c) If the leave is 6 months or under, the remaining job sharer may be assigned the additional hours, or may forward a prospective temporary job share partner to the Society for consideration, provided the individual is a permanent employee.

**3. Society Dissolves Job Share Arrangement:** If, in the opinion of the Society, a job sharing arrangement is not meeting service needs, it shall be dissolved. A notice period of up to 8 weeks will be given to the job sharers and the Union, and both incumbents will be placed in a lay off position. Upon dissolving, the position shall return to a permanent full-time position and the position will be posted.

DATED at Thunder Bay this 25<sup>th</sup> day of April 2024.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Legacy of Employees in Spring Therapeutic Foster Program re: Deleted Shift Premium**

The following regular full-time employees currently working in the Spring Therapeutic Foster Program Unit as Child and Youth Workers, shall continue to receive four hundred dollars (\$400.00) per year (or a lesser amount calculated on a pro-rated basis where so employed for less than a full year) to compensate for a shift differential that has been removed from the Collective Agreement for these positions. This amount shall not be included in or considered part of, the regular straight time hourly rate and therefore will not be used in the calculation of overtime or for any other pay purposes. This amount shall be paid to these named employees only while they remain in these positions, in these units.

Therapeutic Foster Program Child and Youth Workers: Susan Shipston and Tracie Malcolm

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Workload**

1. The Society and the Union agree that it is to their mutual benefit and 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 and dignity of every employee. The Society and Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis during regular supervision with the goal of equitable and reasonable distribution of workload.
2. The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands in all units while meeting service requirements and considering the safety, health and well-being of its employees when assigning work. These methods may include but are not limited to the following:
  - a) 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 considering the following factors:
    - Number of cases before the Court
    - Number of workers on the team
    - Number of reports received; full investigation not required
    - Number of designated high risk cases
    - Complexity of cases
    - High profile and/or contentious cases
    - Number of supervised access visits
    - Amount of required driving time
    - Linguistic skills
    - Team coverage
    - Leaves of absence, including vacation and prolonged illnesses
    - Committee work/field instruction expectations
    - Introduction of new technology and systems
    - Worker's attendance at training
    - Mentoring new staff
    - Other employment related duties or assignments
  - b) The Society and Union agree that it is to their mutual benefit to appropriately orient and train case-carrying employees during their probationary period to the field of Child Welfare.

An employee during their probationary period will be assigned a caseload and receive supervision consistent with their level of education, experience, skills, training, and ability. Dependent on these factors:

- An Authorized Child Protection Worker on probation will be assigned a caseload that is no greater than sixty percent (60%) of the unit norms for the initial three (3) months of the probation period. The caseload will be increased to a full caseload as per unit norms by the end of the fourth month of probation.
- A Children's Services Worker on probation will be assigned a caseload that is lower than the unit norms and not to exceed eighty percent (80%), for the initial two (2) months.

This section may exclude probationary employees who are currently successfully managing, or have previously successfully managed, up to and including a full, relevant caseload.

*All terms subject to pro-rating for part-time and job-share employees.*

- c) Afford employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work.
  - d) Fill vacancies of planned leaves, retirements or resignations as quickly as possible as per the terms and conditions of the Collective Agreement. Prior to a planned leave, retirement or resignation, the Supervisor shall meet with the employee to establish a work plan for the employee to complete and/or transfer files.
3. The Supervisor shall conduct a workload assessment of the individual worker's caseload within ten (10) working days when:
- i. The individual's caseload continues to exceed unit norms beyond a thirty (30) to sixty (60) day period, or
  - ii. Regular supervision (within the previous thirty (30) days) has not resolved employee identified workload issues to the satisfaction of the employee, and the workload is anticipated to remain at that level beyond a thirty (30) day period, or
  - iii. The Supervisor concludes that the individual worker's caseload is likely to exceed the unit norms as specified above.

This workload assessment will consider the above factors in 2 a).

Once a workload assessment has been completed, the Supervisor and the worker shall meet to develop a mutually agreeable plan.

If an appropriate plan cannot be developed to resolve the workload issue, the Supervisor shall involve senior management to explore alternatives towards resolution.

4. The Society and the Union agree to review workload issues by the following means:
- a) Labour Management Committee: Discussions of workload issues will be a standing agenda item on each Labour Management Committee meeting.

- b) The Labour Management Committee will form a subcommittee called the Joint Workload Committee.
  - c) The Joint Workload Committee will meet on a quarterly basis, or at the request of the Labour Management Committee, to review workload issues. Such reviews may consider the areas as listed in 2 a) above.
  - d) Time spent attending the Joint Workload Committee meetings shall be considered time worked.
5. This Letter of Agreement does not form part of the Collective Agreement and is not subject to the grievance and arbitration provisions thereunder with the sole exception that a grievance may be filed where the Society fails to conduct a workload assessment in compliance with Section 3 above.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Workplace Violence and Workplace Harassment Joint Committee**

The parties agree to form a joint committee, which will be a subcommittee of the Joint Occupational Health and Safety Committee, to work cooperatively to develop mutually agreeable policies and procedures to address Workplace Violence and Workplace Harassment, as defined and directed by the Occupational Health and Safety Act. The Occupational Health and Safety Act, the study "CAS Workers at Risk: A Current Assessment of Worker Safety, Client Violence and Child Protection in Ontario's Children's Aid Societies – A System Under Pressure, Final Report July 31, 2014", CUPE coordinated language and resources regarding Workplace Violence and Harassment, and the following framework will be used as a guideline for the development of a Violence Prevention Strategy which will include, but not be limited to:

1. Definitions and examples of Workplace Violence and Harassment that are congruent with Article IV and Section 27.01 i and ii, and include the following:
  - a. "Workplace" includes any organization, location such as client residence, office, vehicle or place where Society work is being conducted; or any means of communication including but not limited to, telephone, voice mail, email, texting and social media.
  - b. "Violence" includes the application of force, threats with or without weapons, verbal abuse and psychological harassment (bullying); or a course of vexatious comment or conduct based on one or more of the prohibited grounds defined in the Ontario Human Rights Code, as amended from time to time, that is known to be or ought to be known to be unwelcome; or incidents of domestic violence related to employees which may enter the workplace, including stalking.
2. Review of current, and the development of new policies and procedures with regards to potential and actual workplace violence and/or harassment:
  - a. The Society's commitment to minimize or eliminate the risk which may include a statement similar to the following: "Acts of violence towards employees by a client or any member of the public are unacceptable. Clients who resort to such behaviors compromise the worker's ability to provide service. The Society has an expectation that employees will be prepared to acknowledge clients' concerns and responses and to take proactive steps accordingly to engage clients and to de-escalate the situation where possible. However, violence, personal intimidation or threats of violence will not be tolerated and will result in corrective measures to protect employees which may include, but not limited to, changes in service provision and the consideration of criminal charges".

- b. The actions the Society will take to minimize or eliminate the risk, including but not limited to:
    - i. Safety alerts and worker safety plans
    - ii. Co-teaming
    - iii. Protocols with police services
    - iv. Shared Case Assignment
    - v. File Transfer
  - c. Duty to Inform: The procedures to be followed by the Society to inform employees of the nature and extent of risk from violence, including information related to a risk of workplace violence from a person with a history of violent behavior when:
    - The employee can be expected to encounter the violent person in the course of their work; and
    - The risk of workplace violence is likely to expose the employee to physical injury.
  - d. The procedure to be followed by an employee who has been exposed to a violent incident to report the incident to the Society;
  - e. The procedure the Society will follow to document and investigate a violent incident report
  - f. The Society's response to workplace violence/critical incidents, post investigation and reporting requirements phase, which may include:
    - i. Laying a complaint with police service
    - ii. EFAP services
    - iii. Internal critical incident de-briefing procedures and resources such as a Peer Support Program
3. Training and Education of Employees:
    - a. How to recognize potentially violent situations;
    - b. The policies, procedures, work practices, and workplace arrangements that minimize or eliminate the risk to workers;
    - c. The appropriate responses to workplace violence, including how to obtain assistance
    - d. Procedures for reporting and documenting incidents of workplace violence so that they can be properly investigated.
  4. Ongoing monitoring and evaluation.



DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

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**Re: Teacher – Therapeutic Foster Program**

This Letter of Understanding will serve to identify the agreed upon exemptions to various articles and clauses of the Collective Agreement, and agreed upon replacement language, as both relate to The Teacher – Therapeutic Foster Program (hereinafter referred to as "Teacher").

1. Article XVIII – Layoffs and Recalls: Section 18.04 a), b) and c): The teacher position is not eligible to invoke this section unless the layoff exceeds eight (8) weeks.
2. Article XIX – Hours of Work: As there is not any language specific to this position in the Collective Agreement, the parties agree that the following language will be in effect:

“The standard work day for the teacher shall be from 8:30 a.m. to 4:00 p.m., a total of seven (7) hours (exclusive of a thirty minute meal break) per day. The standard work week for the teacher shall be thirty-five (35) hours (exclusive of meal breaks) Monday to Friday inclusive.”
3. Article XXI – Paid Holidays: Section 21.01c) 1. (Floating Holidays). The phrase “to be taken at a mutually agreeable time in the calendar year that they are earned” is not in effect for the teacher position. Instead, all floating holidays eligible to this position shall be scheduled during a period of school shutdown.
4. Article XXII – Vacations: Section 22.04: Any language in this clause relating to scheduling shall be null and void for the teacher. All vacation days eligible to this position shall be scheduled during a period of school shutdown (refer to item #8 in this document for further information re: school shutdown periods).
5. Letter of Understanding Re: Hours of Work Variations: Section 6 (Flex Time Accumulation and Discharge). The standard workday will allow the teacher opportunities away from the classroom to complete various teaching preparation tasks. As such, the teacher position will not be eligible to accumulate flex time as per this Letter of Understanding, and Society practice. The only exception will be additional hours worked attending staff or Society meetings. Whether mandatory or optional meetings, the additional time worked will be taken off on a straight-time basis, at an agreed upon time in consultation with the Supervisor.
6. Salary: The teacher position base salary per annum will be paid at the Social Worker I Salary Scale, pro-rated based on hours worked.
7. Voluntary Days: The teacher position is ineligible to apply for Society “unpaid days” (aka “voluntary days”).

8. Christmas and March Break School Program Shutdown Periods: The Spring Program school will be closed during the Christmas and Spring (March) breaks, as per the Lakehead District Board of Education elementary school year calendar. These days are mandatory days off for the teacher who must apply statutory holidays, vacation, floaters, and/or the gift day, to these periods of closure. If the employee does not have enough of these days to cover the closure, the remaining balance will be considered as unpaid days.
9. Seasonal Layoff: The Spring Program school will be closed during the summer vacation period, as per Lakehead District School Board elementary school year calendar. The teacher will remain at work up to and including the last Friday in June. The teacher will return to work effective the Wednesday immediately prior to Labour Day. The teacher may apply any remaining vacation and/or floater credits to this closure. The balance of the closure will be a "seasonal layoff", and a record of employment will be issued to the employee.

The teacher will be ineligible to request a general leave, under section 24.07 for the purposes of avoiding or shortening a seasonal layoff.

10. Benefits:

- Omers Pension Plan: Omers considers a seasonal layoff as a break in service, and as such, does not allow contributions to the pension plan during the seasonal layoff period. The employee is ineligible to "buy back" the break in service.
- Extended Health Care, Extended Health Care – Professional Services and Dental: The teacher may apply to purchase these benefits through the Society, during the seasonal layoff period.
- Employee & Family Assistance Plan: The teacher may apply to purchase this benefit through the Society, during the seasonal layoff period.
- LTD and Life Insurance Coverage: The teacher is ineligible for this coverage during the seasonal layoff period.

11. Part-time:

- If the teacher position is filled at less than full-time, per Section 2 (Hours of Work) above, the relevant sections of this Letter of Understanding would be pro-rated.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER: 

PER: 

LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER: 

PER: 

LETTER OF UNDERSTANDING  
BETWEEN:  
THE CHILDREN'S AID SOCIETY  
OF THE DISTRICT OF THUNDER BAY  
(hereinafter referred to as the "Society")  
- and -  
LOCAL UNION 2296 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
(hereinafter referred to as the "Union")

**Re: Benefits Savings**

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.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER:

PER:

LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

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LETTER OF UNDERSTANDING  
BETWEEN:  
THE CHILDREN'S AID SOCIETY  
OF THE DISTRICT OF THUNDER BAY  
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LOCAL UNION 2296 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
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**Re: Restrictions on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-bargaining unit employee except in cases mutually agreed to between the Union and the Employer.

The following work and services are excluded from this Letter of Understanding:

- Summer Students
- Casual Therapeutic Workers
- Casual Workers
- CDS Support Workers
- Maintenance and Cleaners
- Building Security
- After Hours Emergency Duty Workers
- ADR Services
- Legal Services (excluding current legal work done by bargaining unit members)
- Government Internships
- Student employed on a Cooperative Work Study Program

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER: 

PER: 

LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER: 

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LETTER OF UNDERSTANDING  
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OF THE DISTRICT OF THUNDER BAY  
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**Re: Psychological Health and Safety in the Workplace Joint Committee**

The parties are committed to work collaboratively to create and sustain a psychologically and physically healthy and safe work environment. To this end the parties agree to form a joint committee, which will be a subcommittee of the Joint Occupational Health and Safety Committee, to:

1. Review the voluntary "Canadian Standard on Psychological Health and Safety in the Workplace" (CAN/CSA-Z1003-13/BNQ 9700-803/2013) and its related resources, to become familiar with the thirteen workplace factors that impact psychological health and safety in the workplace.
2. Identify opportunities and make recommendations to build on the Society's existing efforts and initiatives re: psychological health and safety in the workplace. Such recommendations may include:
  - a. Development of a commitment statement from Society leadership
  - b. Establishment of a baseline profile of the organization related to psychological health and safety in the workplace
  - c. Establishment of processes to bring forward general workplace psychological health and safety issues to the JOHSC and Society leadership
  - d. Promotion of awareness of: Mental health training, resources and supports for managers and employees; employee benefits; return-to-work strategies
  - e. Provision of resiliency and wellness education and training, and a process for tracking and communicating the results of psychological health and safety related activities

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER: 

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LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

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LETTER OF UNDERSTANDING  
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**Re: Professional Fees and Affiliations**

In the event that the employer mandates membership in a professional college, the employer will reimburse annual membership fees under the following terms and conditions:

- a. Permanent full and part-time employees as of the date of ratification, holding a job position that requires membership, will be reimbursed annual membership fees upon submission of a receipt.
- b. Any permanent full or part-time employees transferring (through any process including promotion or bumping) to a new position that requires membership in a professional college, will be solely responsible for all initial and ongoing membership costs.
- c. Membership in a professional college will be a condition of employment for all new permanent and contract hires in identified positions, and as such, all membership costs will be the responsibility of the new hire.

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

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER: 

PER: 

LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER: 

PER: 

LETTER OF UNDERSTANDING  
BETWEEN:  
THE CHILDREN'S AID SOCIETY  
OF THE DISTRICT OF THUNDER BAY  
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- and -  
LOCAL UNION 2296 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
(hereinafter referred to as the "Union")

**Re: Third Party Administration of Sick Leave Claims**

Should the Employer choose to seek a third party to administer or manage sick leave claims, they will consult and involve the Union in discussions and planning.

DATED at Thunder Bay this **25<sup>th</sup>** day of **April 2024**.

THE CHILDREN'S AID SOCIETY OF THE DISTRICT OF THUNDER BAY

PER:

PER:

LOCAL UNION 2296 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

PER:

PER:



## APPENDIX "A"

### REQUIRED QUALIFICATIONS FOR SALARY SCALES

<u>Scales Classifications</u>	<u>Qualifications</u>
Social Worker III (Child Protection Worker, Case Worker)	M.S.W.
Social Worker II (Child Protection Worker, Case Worker)	B.S.W.
Social Worker I (Child Protection Worker, Case Worker)	B.A. or equivalent combination of education & experience
Team Leader	Child & Youth Worker Diploma with five (5) years experience in the profession, or equivalent combination of education & experience
Child & Youth Worker Case Carrying	Child & Youth Worker Diploma or equivalent combination of education and experience
Child & Youth Worker Non-Case Carrying	Child & Youth Worker Diploma or equivalent combination of education and experience
Support Services Worker	Child & Youth Worker Diploma or equivalent combination of education and experience
Administrative Support III (i.e., Accounts Clerk, Payroll Clerk, Legal Administrative Assistant)	Completion of a business or commercial diploma or certificate from an accredited college or equivalent combination of education and experience in legal support and/or accounting practices.
Administrative Support II (i.e., Supplies Clerk, Records Clerk, Unit Administrative Assistant, District Administrative Assistant)	Completion of a business or commercial diploma or certificate from an accredited college or equivalent combination of education and experience
Administrative Support I (i.e., Receptionist)	Completion of a business or commercial diploma or certificate from an accredited college or equivalent combination of education and experience

The term Child Protection Worker refers to an employee who carries a caseload in the Protection Job Classification as shown in Clause 30.14 Work Units.

The term Case Worker refers to an employee who carries a caseload in the Non-Protection Job Classification as shown in Clause 30.14 Work Units

These terms are to be used only for the purpose of clarifying job postings and contract postings as per Clause 16.01.

## APPENDIX "A-1"

### **Salary Adjustments for Eligible Employees at the Child and Youth Worker (Case Carrying) Salary Scales Classification**

The intent of this adjustment is to recognize and provide salary adjustments to those employees who possess a substantial amount of relevant experience with the Society, and who are classified and remunerated as Child and Youth Worker (Case Carrying) (as per Schedule "A" of the Collective Agreement), and are currently in a Child and Youth Worker Case Carrying position and working in the Children's Services Unit or in a District Office as a Child and Youth Worker (Case Carrying).

Specific employees eligible for salary adjustments are employees who:

- Are currently in a Child and Youth Worker (Case Carrying) position and working in the Children's Services Unit or in a District Office as Child and Youth Worker (Case Carrying) and are classified and remunerated as Child and Youth Worker (Case Carrying) (as per Schedule "A" of the Collective Agreement),

And,

- Possess a minimum of ten (10) relevant and continuous years of service with the Society; *relevant defined as* worked as a Child and Youth Worker (Case Carrying) in the Children's Services Unit or in a District Office as Child and Youth Worker (Case Carrying) (and are classified and remunerated as Child and Youth Worker (Case Carrying) (as per Schedule "A" of the Collective Agreement),

Or

- Possess a minimum of fifteen (15) continuous years of service with the Society and has been classified and remunerated as Child and Youth Worker (Case Carrying) and has been at Step VII of the said salary scale for more than twelve (12) months.

Eligible employees, satisfying the criteria, while classified and remunerated as Child and Youth Worker (Case Carrying) will receive:

- four percent (4%) adjustment to salary base\* and have their anniversary date changed to effective date of salary adjustment (i.e., October 1), and
- four percent (4%) adjustment to salary base\* on their subsequent anniversary date (minimum twelve (12) months following the first salary base adjustment), and
- one and two tenths percent (1.2%) adjustment to salary base\* on their subsequent anniversary date (minimum twelve (12) months from the second salary base adjustment).

Only eligible employees, are entitled to the salary base adjustments as noted above, and only if they continue as a Child and Youth Worker (Case Carrying) in a work assignment in one of the Children's Services Unit or in a District Office as a Child and Youth Worker (Case Carrying). \*Salary base excludes Pay Equity amount.

## APPENDIX "A-2"

### **Salary Adjustments for Eligible Employees at the Social Worker I Salary Scales Classification**

The intent of this adjustment is to recognize and provide salary adjustments to those employees who possess a substantial amount of relevant experience with the Society, and who are classified and remunerated as Social Worker I (as per Schedule "A" of the Collective Agreement), and are currently in a Social Worker position and working in a select Unit where remuneration is determined by education rather than function.

Specific employees eligible for salary adjustments are employees who:

- Are currently in a Social Worker position and working in one of the following units: Adoption, Foster Care, Intake and Assessment, Family Services; or in any of the District Offices, and are classified and remunerated as Social Worker I (as per Schedule "A" of the Collective Agreement),

And,

- Possess a minimum of ten (10) relevant and continuous years of service with the Society; *relevant defined as* worked as a Social Worker in one of the Units identified above and classified and remunerated as Social Worker I (as per Schedule "A" of the Collective Agreement),

Or

- Possess a minimum of fifteen (15) continuous years of service with the Society and has been classified and remunerated as Social Worker I and/or Child and Youth Worker (Case Carrying) and has been at Step VII of the said salary scale(s) for more than twelve (12) months.

Eligible employees, satisfying the criteria, while classified and remunerated as Social Worker I, will receive:

- four percent (4%) adjustment to salary base\* and have their anniversary date changed to effective date of salary adjustment, and
- four percent (4%) adjustment to salary base\* on their subsequent anniversary date (minimum twelve (12) months following the first salary base adjustment), and
- one and two tenths percent (1.2%) adjustment to salary base\* on their subsequent anniversary date (minimum twelve (12) months from the second salary base adjustment).

Only eligible employees, are entitled to the salary base adjustments as noted above, and only if they continue as a Social Worker in a work assignment in one of the following units: Adoption, Foster Care, Intake and Assessment, Family Services; or a District Office as a Generic Social Worker.

\*Salary base excludes Pay Equity amount.

## APPENDIX “A-3”

### **Salary Adjustments for Eligible Employees at the Social Worker II Salary Scales Classification**

The intent of this adjustment is to recognize and provide salary adjustments to those employees who are classified and remunerated as Social Worker II (as per Schedule “A”: of the Collective Agreement) and are currently in a case carrying Social Worker position and are working in a select Unit where remuneration is determined by education rather than function.

Specific employees eligible for salary adjustments are employees who:

- Are currently in a Social Worker position and working in one of the following units: Adoption, Foster Care, Intake and Assessment, Family Services, Children Development Services, Children’s Services; or in any of the District Offices, and are classified and remunerated as Social Worker II (as per Schedule “A” of the Collective Agreement),

And,

- Possess a minimum of ten (10) relevant and continuous years of service with the Society as of April 1, 2018; *relevant defined* as worked as a Social Worker II in one of the Units identified above and classified and remunerated as Social Worker II (as per Schedule “A” of the Collective Agreement)

Effective April 1, 2018, current eligible employees, satisfying the criteria, while classified and remunerated as Social Worker II, will receive the following salary adjustments. Their anniversary date will be changed to April 1 for the purposes of salary increments only.

April 1, 2018: 2.20% will be applied to the base salary as of March 31, 2018, which excludes salary scale wage increase, as per Schedule “A” and Pay Equity amount.

April 1, 2019: 2.20% will be applied to the base salary as of March 31, 2019, which excludes salary scale wage increase, as per Schedule “A” and Pay Equity amount.

April 1, 2020: 2.20% will be applied to the base salary as of March 31, 2020, which excludes salary scale wage increase, as per Schedule “A” and Pay Equity amount.

April 1, 2021: 2.07% will be applied to the base salary as of March 31, 2021, which excludes salary scale wage increase, as per Schedule “A” and Pay Equity amount.

Going forward during the term of this Collective Agreement, eligible employees reaching ten (10) years of relevant and continuous service as defined above will receive their initial salary adjustment on April 1 in the year immediately following attainment of their ten (10) year milestone and similar salary adjustments on April 1<sup>st</sup> for each of the following three (3) consecutive years, as follows:

1<sup>st</sup> salary adjustment: 2.20% will be applied to the base salary as of March 31<sup>st</sup> of current year, which excludes salary scale wage increase, as per Schedule “A” and Pay Equity amount.

2<sup>nd</sup> salary adjustment: 2.20% will be applied to the base salary as of March 31<sup>st</sup> of current year, which excludes salary scale wage increase, as per Schedule "A" and Pay Equity amount.

3<sup>rd</sup> salary adjustment: 2.20% will be applied to the base salary as of March 31<sup>st</sup> of current year, which excludes salary scale wage increase, as per Schedule "A" and Pay Equity amount.

4<sup>th</sup> salary adjustment: 2.07% will be applied to the base salary as of March 31<sup>st</sup> of current year, which excludes salary scale wage increase, as per Schedule "A" and Pay Equity amount.

Their anniversary date will be changed to April 1 for the purposes of salary increments only.

## **APPENDIX “B”**

### **HUMAN RESOURCE ADJUSTMENT PLANS (HRAP)**

- 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.

### **PREAMBLE**

The Ministry of Children, Community and Social 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 MCCSS that is merged, amalgamated, transferred or discontinued in the course of an integration such that PSLRTA or the OLRA, if applicable to Children’s Aid Societies, would apply to it.
- 3.02** “Successor Employer” is defined as the merged or amalgamated Children’s Aid Society designated by the MCCSS that results from integration and employs employees of a Predecessor Employer such that PSLRTA or the OLRA, if applicable to Children’s Aid Societies, would apply to it.
- 3.03** “Integration” is defined as the creation of a new agency designated as a Children’s Aid Society from a process which would give rise to the application of PSLRTA or the OLRA, if applicable to Children’s Aid Societies, including but not limited to the merger, amalgamation or transfer or 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 Representative**

**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 twenty-four (24) 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 thirty (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.

**SCHEDULE "A"**

**Annual Salaries Effective April 1, 2022**

<i>Effective April 1, 2022</i>	**	WITHOUT PAY EQUITY ADJUSTMENT =					<u>\$6,746</u>		
		WITH BASE ADJUSTMENT =					<u>2.00%</u>		
<b>SOCIAL WORK STAFF</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	
Social Worker III	60,149	62,555	65,057	67,659	70,366	73,181	76,108		
Social Worker II	53,082	55,206	57,415	59,710	62,099	64,583	67,166	69,853	
Social Worker I	50,430	52,447	54,545	56,726	58,995	61,355	63,809		
Support Services Worker	40,015	41,616	43,281	45,011	46,812	48,685	50,634		
<b>CHILD and YOUTH STAFF</b>									
Child and Youth Worker (Case Carrying)	50,430	52,447	54,545	56,726	58,995	61,355	63,809		
Child and Youth Worker (Non-Case Carrying)	44,862	46,656	48,522	50,464	52,482	54,581	56,764		
<b>OFFICE STAFF</b>									
Administrative III	40,903	42,406	43,966	45,589	47,277	49,032			
Administrative II	37,524	39,024	40,585	42,209	43,898	45,654			
Administrative I	32,844	34,158	35,524	36,945	38,424	39,961			

**\*\* Pay Equity is paid separately to eligible employees**

### Annual Salaries Effective April 1, 2023

<i>Effective April 1, 2023</i>	**	WITHOUT PAY EQUITY ADJUSTMENT =					<u>\$6,881</u>			
		WITH BASE ADJUSTMENT =					<u>2.00%</u>			
<b>SOCIAL WORK STAFF</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>		
Social Worker III	61,352	63,806	66,358	69,012	71,773	74,644	77,631			
Social Worker II	54,144	56,310	58,563	60,905	63,341	65,874	68,509	71,250		
Social Worker I	51,438	53,496	55,636	57,861	60,175	62,582	65,085			
Support Services Worker	40,816	42,448	44,146	45,912	47,748	49,659	51,646			
<b>CHILD and YOUTH STAFF</b>										
Child and Youth Worker (Case Carrying)	51,438	53,496	55,636	57,861	60,175	62,582	65,085			
Child and Youth Worker (Non-Case Carrying)	45,759	47,590	49,492	51,473	53,532	55,673	57,900			
<b>OFFICE STAFF</b>										
Administrative III	41,721	43,254	44,845	46,501	48,223	50,012				
Administrative II	38,274	39,805	41,397	43,053	44,776	46,567				
Administrative I	33,501	34,842	36,235	37,684	39,192	40,760				

\*\* Pay Equity is paid separately to eligible employees

## Annual Salaries Effective April 1, 2024

<i>Effective April 1, 2024</i>		**	WITHOUT PAY EQUITY ADJUSTMENT =				<u>\$7,019</u>			
			WITH BASE ADJUSTMENT =				<u>2.00%</u>			
<b>SOCIAL WORK STAFF</b>		<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	
Social Worker III		62,579	65,082	67,685	70,393	73,209	76,137	79,183		
Social Worker II		55,227	57,437	59,734	62,123	64,608	67,192	69,879	72,675	
Social Worker I		52,467	54,566	56,749	59,018	61,379	63,834	66,387		
Support Services Worker		41,632	43,297	45,029	46,830	48,703	50,652	52,679		
<b>CHILD and YOUTH STAFF</b>										
Child and Youth Worker (Case Carrying)		52,467	54,566	56,749	59,018	61,379	63,834	66,387		
Child and Youth Worker (Non-Case Carrying)		46,674	48,541	50,482	52,502	54,603	56,786	59,058		
<b>OFFICE STAFF</b>										
Administrative III		42,555	44,119	45,742	47,431	49,187	51,012			
Administrative II		39,040	40,601	42,225	43,914	45,672	47,498			
Administrative I		34,171	35,538	36,959	38,438	39,976	41,575			

**\*\*Pay Equity is paid separately to eligible employees**

### Annual Salaries Effective April 1, 2025

<i>Effective April 1, 2025</i>		**	WITHOUT PAY EQUITY ADJUSTMENT =					<u>\$7,177</u>		
			WITH BASE ADJUSTMENT =					<u>2.25%</u>		
<b>SOCIAL WORK STAFF</b>		<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	
Social Worker III		63,987	66,547	69,208	71,976	74,856	77,850	80,965		
Social Worker II		56,469	58,729	61,078	63,521	66,061	68,704	71,451	74,310	
Social Worker I		53,647	55,793	58,025	60,346	62,760	65,270	67,880		
Support Services Worker		42,569	44,271	46,042	47,883	49,799	51,791	53,864		
<b>CHILD and YOUTH STAFF</b>										
Child and Youth Worker (Case Carrying)		53,647	55,793	58,025	60,346	62,760	65,270	67,880		
Child and Youth Worker (Non-Case Carrying)		47,724	49,634	51,618	53,684	55,831	58,064	60,386		
<b>OFFICE STAFF</b>										
Administrative III		43,513	45,111	46,772	48,498	50,294	52,160			
Administrative II		39,918	41,514	43,175	44,902	46,699	48,567			
Administrative I		34,940	36,338	37,791	39,303	40,876	42,511			

**\*\*Pay Equity is paid separately to eligible employees**

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