

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 454**

**and**

**The Children's Aid Society of Ottawa**

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**DURATION: January 1, 2018 – December 31, 2020**



**Sector # 4  
4-454-5020-20201231-4**

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## **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Society and its employees, and subject to the fulfilling of the objectives of the Society to deliver mandated child protection service in accordance with the Child and Family Services Act, as amended, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized that all parties to this agreement will work collaboratively to achieve the Society's objectives and to promote the best interests, protection and well-being of children and youth.

## **ARTICLE 2 - RECOGNITION**

2.01 The Children's Aid Society of Ottawa recognizes the Union as the bargaining agent for all its employees regularly employed as defined in Article 8, save and except:

- i) Supervisors;
- ii) persons above the rank of Supervisor;
- iii) positions set out in Schedule "C" attached;
- iv) nurses employed in a nursing capacity;
- v) students employed during the school vacation period;
- vi) persons engaged under a Government Program or through a non-profit organization intended to create employment (for example, marginalized populations), or under a temporary grant program of twelve (12) months or less duration, except where union membership is a condition of the Government funding. It is understood that any person engaged in the programs as outlined above shall only enhance support and not displace any bargaining unit employees including:
  - 1) Duties currently performed by a bargaining unit member; and
  - 2) Duties performed by a bargaining unit member who has recall rights. The Society will provide notice to the Union for each position once they have been filled.

vii) employees covered under subsisting Collective Agreements.

2.02 The Society agrees to recognize the employees as Union Local 454, hereinafter called the "Local". All references to the Union, its officers and members, unless otherwise specified, shall also refer to the Local, its officers and members.

### **ARTICLE 3 - NO DISCRIMINATION/HARASSMENT**

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

3.02 The Society is committed to providing a work environment that is free of harassment, discrimination, bullying and which supports the dignity and self-esteem of every employee. As such, the Society and the Union agree that personal and sexual harassment of or by any of its employees in the work place will not be tolerated. The Society endorses the principles set out in its policies (per Part III.0.1 of the *Occupational Health & Safety Act* (OHSA) as amended from time to time) and expects all of its employees to comply accordingly. The Society and the Union also agree that there shall be no discrimination against any employee on the basis of any prohibited ground under the Human Rights Code. For clarification, the prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

#### 3.03 Health and Safety Program

The Society and the Union recognize the particular safety issues inherent in the provision of services to children and families. Staff are therefore encouraged to pro-actively identify safety risk situations to their supervisor so that steps may be taken to minimize risk.

If the employee is not satisfied with the response of the supervisor or the steps taken, the employee may consult with a certified health and safety representative of the local.

The Society is committed to providing and maintaining a healthy and safe workplace in accordance with the provisions of the Occupational Health and Safety Act and endeavours to reduce the risk of injury/illness to its employees.

The parties agree to jointly actively promote staff awareness, understanding and compliance with health and safety policies, procedures and programs.

#### **ARTICLE 4 - RELATIONSHIP**

4.01 Union membership shall be voluntary. The Society, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.

4.02 It shall be a condition of continuing employment that all present and future employees shall pay union dues. The Society shall deduct from such employees any dues, initiations or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union each pay and forward the money so deducted to the Vice President/Treasurer at the Union's head office not later than the fifteenth (15) day of the month following, together with the names of employees added or deleted during that period. The Society shall indicate on T-4 slips the amount of union dues deducted in accordance with this Article.

It is agreed that the current formula of union dues deducted will be applied to all retroactive wage increases which are part of this Agreement.

4.03 The Union must advise the Society in writing of the amount of its dues for employees covered by this Article. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

4.04 The Union agrees to indemnify and save the Society harmless from any liability arising out of the operation of this Article, or from the provision of information about employees to the Union.

4.05 It is understood and agreed to by the parties that any employee subject to Article 2, Clause 2.01, having indicated a religious belief that they would not pay dues to the Union, may if they choose, apply under

the Ontario Labour Relations Act to that Board for an exemption as set out in the Act.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union recognizes and acknowledges that the management of the Society's operations and direction of the employees are fixed exclusively in the Society and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Society to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, lay off and suspend employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that they have been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement; and
- d) determine the nature and kind of business conducted by the Society, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof.

5.02 To determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement, and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Society's rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for discipline up to and including dismissal of an

employee, provided that nothing herein shall prevent an employee going through the grievance procedure.

## **ARTICLE 6 - NO STRIKES, NO LOCKOUTS**

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, or illegal picketing, and the Society agrees that there will be no lockout.
- 6.02 The Union recognizes the right of the Society to discharge or otherwise discipline employees taking part in such a strike, provided that a claim by an employee or employees that such participation was not factual or that such discharge or discipline was inappropriate shall be treated as a grievance under the discharge or discipline clause of this Agreement. The Society agrees not to indiscriminately administer such discipline in the light of facts as they appear at that time.
- 6.03 The Society agrees not to conduct a lockout or shut-down for anti-union purposes during the term of this Agreement. Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Society at Step 1 of the Grievance Procedure.
- 6.04 The Union agrees that it will not involve the Society, or any Society employee or employees who represent themselves as employees of the Society, either directly or indirectly, in any dispute which may arise between any other employer and the employees of such other employer; and the Society agrees it will not similarly involve the Union.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Employer agrees to recognize in addition to the Executive Committee of Union Representatives and Shop Stewards, the following Joint Committees of employees for the respective purposes shown:
- a) Joint Consultation Committee
    - i) The Joint Consultation Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relations between the Society and employees. This Committee shall be used as

a forum for consultation on changes in conditions of employment not governed by this Agreement and on matters of mutual interest. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement, but nevertheless may make joint recommendations to the Society and the Union.

- ii) The Joint Consultation Committee shall be composed of up to five (5) representatives from the Union and up to five (5) representatives of the Society. The Committee shall meet six (6) times per year at a mutually agreed time and place or on an ad hoc basis where there is mutual agreement.

b) Joint Health and Safety Committee

- i) The Joint Health and Safety Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to maintain standards of health and safety in the Society in order to prevent accidents, injury and illness.
- ii) The Society agrees to establish Health and Safety committees in workplace locations with twenty (20) or more employees in accordance with the Occupational Health and Safety Act of Ontario. Each committee will be comprised of a total of two (2) certified union representatives, and two (2) Society representatives.

It is expected that certified representatives will participate in the Joint Health and Safety Committee for a minimum period of two (2) years.

c) Negotiating Committee

- i) For the purpose of negotiating a renewal of the Collective Agreement, the Negotiating Committee shall consist of up to seven (7) members of the Bargaining Unit including the highest ranking officer of the local executive committee.

Approval of leave for negotiation purposes will be subject to operational requirements.

- 7.02 For purposes of this Article, the Union shall keep the Society notified in writing of the names of current committee members, representatives, executive members and shop stewards. The Society shall not recognize any such committee members and representatives until it has been notified.
- 7.03 The Society undertakes to instruct all of its managerial employees to cooperate with committee members and representatives in carrying out the terms and requirements of this Agreement. Similarly, the Union undertakes to instruct all of its committee members, representatives and members to cooperate with the Society and with all persons representing the Society in a managerial capacity.
- 7.04 The Society will pay each employee who is on any of the committees in this Article, the employee's regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Society up to and including one day of conciliation.
- 7.05 Shop Stewards shall be granted leave from work without loss of pay to attend to union business on the following conditions:
- i) The time shall be devoted to the prompt handling of grievances.
  - ii) The shop steward concerned shall obtain permission from the immediate Supervisor or designate before leaving work, and such permission shall not be unreasonably withheld.
  - iii) The Society reserves the right to limit such time if it deems the time so taken excessive.
- 7.06 The Union and the employees will not engage in Union activities during working hours. The foregoing shall not apply to the processing of a grievance. The local will be allowed to hold meetings on the Society premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director. The Executive Director reserves the right to limit the use of said premises.
- 7.07 The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Society agrees to provide the Union with the names of new employees within the Bargaining Unit. The Union shall be granted up to thirty (30) minutes during the group orientation session.

## 7.08 Copies of the Agreement

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. The Collective Agreement will be made available for staff on the Employee Electronic Bulletin Board. The employer/union shall make a printed copy of this Agreement available to workers who do not have electronic access or upon request.

## **ARTICLE 8 - DEFINITIONS**

### 8.01 In this Agreement:

- a) "Employee" means a person who is a member of the Bargaining Unit.
- b) "Employer" means the Children's Aid Society of Ottawa.
- c) "Regular Full-time Employee" is a permanent employee who works the hours prescribed in Article 11.
- d) "Regular Part-time Employee" is a permanent employee who works less than the normal hours per day and/or days per week prescribed for a full-time employee.
- e) "Casual Employee" is paid on an hourly basis or on a schedule basis and works on an elect to work basis, varying hours or schedules as required to meet the operational needs of the Society. The maximum number of hours worked shall be governed by *the Employment Standards Act, 2000*.
- f) "Temporary Employee" may work full-time or part-time hours and is hired into a position for a specific term and shall include, but not be limited to:
  - i) replace an employee on a leave of absence, including absence due to illness or on LTD. The term shall not exceed the period of absence;
  - ii) fill a vacant position while a competition is being held;

- iii) may be hired on special assignment to cover additional workload requirements for a term not to exceed twelve (12) months.
- g) "Days" for part-time employees shall be pro-rated in accordance with their work schedule.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### 9.01 Definitions

- a) Grievance - In this procedure, a grievance is a complaint in writing alleging a violation regarding the application interpretation or administration of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) Days - For the purpose of this article means working days.

### 9.02 Presentation of Grievance

- a) An employee who wishes to submit at any prescribed level of the grievance procedure shall transmit the grievance through an authorized Union representative.
- b) The grievance shall specify the article or articles of which a violation is alleged, and indicate the relief sought. The grievance must be signed by the employee claiming to be aggrieved.

### 9.03 Authorized Representative

- a) Employees shall have the right, to the presence of a Union Steward at any stage of the grievance procedure, or at any time when formal discipline may be imposed. Employees shall be made aware in advance of any meeting that may involve discipline and their right to Union representation. The Society agrees that it will not discipline an employee without just cause. Where the Society deems it necessary to suspend or discharge an employee, the Society shall notify the Union's unit highest ranking officer, in writing, of such suspension or discharge.

The employee will be afforded the opportunity to meet privately with the Union Representative prior to the meeting which may result in discipline.

- b) The Union shall notify the Society in writing of the names and areas of jurisdiction of the representatives authorized by the Union to represent employees or the Union in presentation of grievances at each step and shall promptly notify the Society in writing of any changes to these names.
- c) The Society shall designate a representative at each level in the grievance procedure and shall inform the Union of the name and title of the person designated.

#### 9.04 Complaint Stage

An employee may present an oral complaint at any time to their immediate Supervisor without resorting to the grievance procedure. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate Supervisor.

#### 9.05 Processing Grievances

- a) Step 1 - Submission of a written grievance to the Director of Human Resources.

##### Hearing

- The Society - Authorized Management representative
- The Union - Authorized Union representative

It is understood that the parties may request such counsel and assistance as they require at the grievance meeting up to a maximum of three (3) representatives for each party unless mutually agreed otherwise.

#### 9.06 Time Limits

- a) Step 1

Union - The employee, through the Union, shall submit a written grievance to the Director of Human Resources within

fifteen (15) days of the occurrence of the event which gave rise to the grievance.

Society - The Society will schedule a Step 1 meeting within fifteen (15) days from the date the grievance was received. The Society will provide a reply in writing within five (5) days after the Step 1 meeting has occurred.

#### Time Limits - General

- c) Notwithstanding the *Ontario Labour Relations Act*, all time limits for grievances submitted under the grievance procedure shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure (Article 10), the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties, in writing.

#### 9.07 Policy and Group Grievances

- a) It is understood that the Society may bring forward at any meeting held with the Union Executive Committee any complaint with respect to the conduct of officers, committee members or Union representatives and if such complaint by the Society is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Step 1 in the same way as a grievance of an employee.
- b) The union may file a Policy Grievance at Step 1 of the grievance procedure. A Policy Grievance may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which because of the nature or scope of the subject matter could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within fifteen (15) working days of the initial incident giving rise to the complaint. The grievance must be signed by the highest ranking officer or staff representative.

- c) Policy grievances shall be submitted directly at Step 1 of the Grievance Procedure.
- d) On mutual agreement of the parties, grievances arising out of the same matter may be consolidated as a "group grievance".

#### 9.08 Discharge and Suspension

- a) A claim by an employee who has successfully completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance and submitted directly at Step 1 of the Grievance Procedure within ten (10) days after the former employee ceases working for the Society.
- b) Such grievance may be settled by mutual agreement at any time including after the release of the arbitration award by:
  - i) confirming the management's action in dismissing or suspending the employee; or
  - ii) reinstating the employee with full compensation for time lost; or
  - iii) any other remedy which is just and equitable in the opinion of the conferring parties.

#### 9.09 Disclosure

Should an employee of the Society be subject to an investigation of suspected or alleged misconduct/wrongdoing, the Society is committed to disclosing the nature of the allegations prior to placing the employee on administrative leave. This disclosure shall be provided at the discretion of the Society, and shall not contradict the protection of complainants as set out in the CFSA, *Criminal Code of Canada*, or compromise the health, safety, well-being of the employee/complainant. If in the opinion of the Union, the employer's discretion as exercised in bad faith, this matter shall be subject to Article 9.

For all grievance matters, upon request, the parties may provide disclosure of all relevant documents to the subject of the grievance. This disclosure shall be provided at the discretion of the party from

whom it is being requested. If in the opinion of either party, this discretion is exercised in bad faith, this matter shall be subject to Article 9.

It is agreed that this may include a non-distribution clause to anyone other than the parties directly involved in the matter.

## **ARTICLE 10 - ARBITRATION PROCEDURE**

### **10.01 Arbitration - General**

- a) Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9, and which has not been settled, will, at the written request of either of the parties, be referred to the arbitration process, such request to be made within twenty (20) days of the final disposition of the grievance at Step 1.
- b) No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.
- c) Days - For the purpose of this Article means working days.

### **10.02 Arbitration Process - Three Party Board**

- a) Within twenty (20) days of the request by either party for a board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within five (5) days requesting appointment of a nominee.
- b) The Board of arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the Union and a third (3rd) person to act as chairperson selected by the other two (2) members of the Board.

- c) Should the person chosen by the Society to act on the board, and the person chosen by the Union fail to agree to a third person within twenty (20) days of the notification mentioned in Clause 10.02 a), within five (5) days thereof, the party wishing to further process the grievance shall apply to the Minister of Labour of the Province of Ontario to nominate a person to act as chairperson.
- d) For purposes of this Agreement, the decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- e) The Board of arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

#### 10.03 Arbitration Process - Sole Arbitrator

- a) By mutual agreement, and in writing, either party may refer an unsettled grievance to a sole arbitrator. The requesting party shall provide name(s) of suggested arbitrator. Within twenty (20) days of the request the receiving party shall respond either concurring with the suggested arbitrator or provide its choice of arbitrator. Within five (5) days of receipt of response, if the parties cannot agree on a choice of arbitrator, the party wishing to further process the grievance will ask the Minister of Labour of the Province of Ontario to nominate the arbitrator.
- b) The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions of any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

#### 10.04 Expedited Arbitration

As an alternative to the formal arbitration processes set out in Clauses 10.02 and 10.03, by mutual agreement of the parties a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall, at the conclusion of the hearing, give a decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement,

and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means whatsoever.

#### 10.05 Arbitration Cost

Each of the parties to this Agreement will pay the expenses of the nominee appointed by it. The parties will jointly pay the expenses of the chairperson in a three party board, or the expenses of the sole arbitrator, or the fees of the person appointed for the expedited arbitration process.

### **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

#### 11.01 General

- a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- b) Society offices will be opened from 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive. These hours may be varied at the discretion of the Executive Director. The Employer agrees that before a permanent schedule of working hours is changed, the reason for these changes will be discussed with the affected employees and the appropriate Union representative for the purpose of consultation. In the event that the Employer determines that a permanent change to the schedule of working hours is required, the Employer will provide notice to the Union in accordance with Article 20.02. It is understood that the Employer will explore all feasible options based on operational requirements prior to changing the permanent hours of work of the employees.
  - (i) Where it is determined that there is an operational need for a permanent change to the hours of work for a group of employees, the employer must first canvass for volunteers from that group of employees to move into the new hours of work. If there are several employees who volunteer for the new hours of work, the new hours would be awarded to the employees with the most

seniority. If there are no employees wanting to volunteer for the new hours of work, the employer shall assign the new hours of work through a process of reverse seniority.

- (ii) If the Employer reopens previous hours of work due to operational requirements, or preferred hours of work become available, the Employer will offer these hours of work to the most senior worker from the group of affected employees.
- c) Any employee may be employed concurrently in more than one position including irregular positions, but shall be compensated separately for work performed in each position.
- d) It is understood and agreed that an employee who elects to perform work, including After Hours Service, shall not qualify for overtime compensation while performing such work.
- e) It is the intent of the parties that there shall be no split-shifts except for part-time/casual employees and where it is mutually agreed to.

#### 11.02 Hours of Work - Full-time Positions

- a) The normal work week for all full-time positions shall be thirty-five (35) hours per week, exclusive of lunch break, Monday to Friday, comprised of five (5) seven (7) hour days. These hours, the number of hours per day and the work day may vary in accordance with the needs of the program.
- b) Employees in full-time positions shall be allowed one (1) hour for lunch each day, which shall not be included in the normal hours of work and shall be unpaid.
- c) Employees in full-time positions shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day.
- d) The work schedule shall be determined by the Supervisor in consultation with the employee to meet the needs of the Department and Society.

### 11.03 Overtime - Full-time Positions

- a) Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor. All emergency overtime shall be submitted to the Supervisor for approval within twenty-four (24) regular hours of occurrence.
- b) Any overtime worked by employees in full-time positions over and above thirty-five (35) hours per week shall be compensated at the rate of one (1) hour compensatory time for every hour worked up to forty (40) hours per week.
- c)
  - i) Compensatory time off shall be granted within three (3) months of the end of the month in which it was earned at a time determined by the Society and satisfactory to operational requirements as well as to the employee. Where the Society and the employee mutually agree that such time off cannot be scheduled within the three (3) month period referred to above, unless extended by agreement, the Society will automatically pay for each hour worked in excess of thirty-five (35) hours but not exceeding forty (40) hours per week on a straight time basis. It is understood that when issuing compensatory time payouts, the Society will provide the payout at any time upon request within three (3) months and will be required to attain the expenditure approval from the appropriate management representative. It is understood and agreed that compensatory time submitted beyond the pay period following the end of the pay period in which it was earned will not be eligible for compensatory time and will be paid out to the employee.
  - ii) In scheduling compensatory time off, the Society will take into consideration the wishes of the employee, the amount of compensatory time standing to the employee's credit and the need to maintain proper service coverage.
- d) Hours worked in excess of forty (40) hours per week shall be paid at a rate of time and one-half ( $1\frac{1}{2}$ ) of the employee's regular straight time hourly rate in accordance with the Society's procedure on overtime payment.

- e) It is understood that there shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other premium payments.

#### 11.04 Hours of Work and Overtime - Part-Time Positions

- a) The hours of work for all part-time positions and the scheduling thereof, shall be determined in accordance with the needs of the Society.
- b) Part-time employees shall not work longer than five (5) continuous hours without a minimum of one-half (1/2) hour eating period. On a full day schedule basis a part-time employee shall be allowed one (1) hour eating period. Eating period shall be without pay.
- c) Part-time employees shall be allowed one (1) fifteen (15) minute break period after a minimum of three (3) hours work, up to a maximum of two (2) fifteen (15) minute break periods per eight (8) hour shift.
- d) Overtime for part-time staff shall be compensated at the rate of time and one-half (1 1/2) the normal hourly rate for all hours worked in excess of forty (40) hours in a week.
- e) Except in cases of emergency, overtime shall be authorized and approved in advance by the Supervisor. All emergency overtime shall be submitted to the Supervisor for approval within twenty-four (24) regular hours of occurrence.

#### 11.05 Hours of Work and Overtime - Casual Employees

- a) The hours of work for casual employees shall be based on operational needs. An employee who reports as scheduled for a shift shall receive a guaranteed minimum of four (4) hours of work at the applicable straight time hourly rate.
- b) Overtime shall be compensated at the rate of time and one-half (1 1/2) the normal hourly rate for all hours worked in excess of forty (40) hours in a week. It is understood and agreed that only active hour worked during "sleep over" time shall be deemed to be time worked for purposes of overtime pay.

c) Cancelled Family Visitation Shifts

Payment of three (3) hours at regular rate of pay for part-time child care shifts cancelled within twenty-four (24) hours of scheduled shift.

If the employee reports to work notwithstanding the cancellation, the employee shall be compensated for all hours worked or cancellation pay, whichever is greater.

- d) Casual employees who are unable to report to work on any shift, shall advise their Supervisor at the earliest opportunity, prior to commencement of said shift.
- e) Changes in scheduling agreed upon between employees shall require the approval of the Supervisor; such approval shall not be unreasonably denied. This clause does not apply to After Hours Service workers.
- f) Casual employees shall not work longer than five (5) continuous hours without one-half (1/2) hour eating period. This eating period shall be without pay and if taken with the resident children shall be considered to meet the requirements of the Employment Standards Act, 2000.
- g) Casual employees shall be allowed one (1) fifteen (15) minute break period after a minimum of three (3) hours work, up to a maximum of two (2) fifteen (15) minute break periods per eight (8) hour shift. Breaks shall be taken as the program permits.

11.06 After Hours Service - Casual Employees

- a) Persons providing After Hours Service shall cover the after-hour time periods of:
- i) 4:30 p.m. through 8:30 a.m. the following day, Monday to Thursday inclusive (week nights);
  - ii) 4:30 p.m. Friday through 8:30 a.m. Monday (weekends);
  - iii) paid holiday coverage; and

- iv) additional coverage outside the hours spelled out in i), ii) and iii) above when the Society closes operations due to special circumstances.
- b) The Society shall hire from outside the Bargaining Unit. In the event there are still insufficient numbers the Society shall appoint emergency duty coverage on an equal rotation basis from Child Protection Workers/Child and Youth Counsellors within the Bargaining Unit.
- c) Such appointments shall not qualify the appointee for overtime compensation while performing such After Hours Service work.
- d) After Hours Service shall be compensated as outlined in Schedule "G".

#### 11.07 After Hours Service - Property Management

- a) An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of \$2.00 per hour for the period of the standby scheduled and \$2.50 per hour on Statutory holidays by the Society.
- b) Where an employee is called in to work while receiving standby payment, they shall be paid a minimum of four (4) hours at time and one-half (1 1/2) their hourly rate.
- c) Where the designated on-call property management employee is required to respond by telephone to an operational issue outside of regular working hours, requiring 15 minutes or more of work, the employee shall be paid at their straight time hourly rate for one (1) hour.

#### 11.08 After Hours Technical Support – Information Technology Services

- a) An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of \$2.00 per hour for the period of the standby scheduled and \$2.50 per hour on statutory holidays by the Society.
- b) Service calls accumulating in excess of 15 minutes within a one (1) hour period will be compensated at the employee's straight

hourly rate or \$25.00 for that hour, whichever is greater. Service calls resulting in less than fifteen (15) minutes of work activity will not result in additional remuneration. These minutes may be carried over to the new hour until the fifteen (15) minute threshold is reached. Once the fifteen (15) minute threshold is met there shall be no further accumulation or carryover of minutes from that particular hour for time worked.

- c) Staff will maintain a call list where all activity will be tracked. The unit of measure for the call activity will be minutes.
- d) Where an employee is called in to work while receiving standby payment, they shall be paid a minimum of four (4) hours at the employee's straight hourly rate or \$25.00 per hour, whichever is greater.
- e) The standby schedule will be prepared one (1) month in advance. It is agreed that standby responsibilities shall be assigned on a rotational basis.

#### 11.09 Special Circumstances

- a) Overtime and compensation as defined throughout Article 11 above shall not apply for Out-of-Town Assignments or for Camping and Cottages circumstances. Compensation for these special circumstances shall be as follows:

- i) Out-of-Town Assignments

Where an employee returns the same day, they shall be compensated to a maximum of sixteen (16) hours commencing and ending with the specified means of travel. For the days thereafter, the employee shall be compensated to a maximum of sixteen (16) hours commencing with the normal starting time and the termination of the specified means of travel where applicable. The foregoing shall not apply to employee(s) hired for out-of-town position(s).

- ii) Camping and Cottages

Child Protection Workers shall not be compensated for these circumstances. Child and Youth Counsellors at

camping or cottages will be compensated at the rate of one (1) working day, seven (7) hours, off with pay for each cottage day, twenty-four (24) hours. Such time shall be taken on either the week preceding or the week following the cottage period. The time at the cottage will be up to five (5) days maximum.

## **ARTICLE 12 - CLASSIFICATION AND SALARIES**

12.01 Schedules "A" and "B" hereto attached headed "Classifications" and Schedules "D" and "E" "Salary Scales" are hereby made part of this Agreement.

### 12.02 Classification

Classifications of staff are based on the job descriptions of the Society. The Society undertakes to ensure that all job descriptions are accurate and up-to-date. At the time of implementation of this Agreement, the parties acknowledge that the job classifications specified in Schedule "A" and Schedule "B" are based on a formal system of job evaluation undertaken by the Society.

12.03 At the time of hiring, each new employee shall receive a letter stating their starting salary according to Schedules "D" and "E" and classification according to Schedules "A" and "B" and a statement including a general description of the job for which they has been hired. Such description is not to be misconstrued as a job description and is not grievable. Failure to provide such a letter is grievable.

12.04 All monetary benefits to which a regular part-time employee would be otherwise entitled under the terms of this Agreement shall be prorated in the same ratio that the hours of work for the position are compared with the hours of work for a regular full-time position.

12.05 Any employee who is eligible for and received benefit coverage or pay in lieu thereof pursuant to the terms of this Collective Agreement shall not be eligible to simultaneously receive both benefit coverage and pay in lieu thereof pursuant to terms of one Collective Agreement while working under the terms of any other Collective Agreement.

#### 12.06 Progression on the Grid and Anniversary Dates

- a) Employees will progress to the next step on their wage grid after twelve (12) months of active permanent full-time (1820 hours) or equivalent service within the same classification and level provided the employee has demonstrated satisfactory performance. Time spent in a higher or lower paying classification shall be credited towards the employee's next wage progression.
- b) For purposes of progression on the grid and anniversary dates, active service is defined as:
  - i) paid leave by the Society;
  - ii) maternity and parental leave under the *Employment Standards Act, 2000*;
  - iii) leave under the *Workplace Safety and Insurance Act*;
  - iv) paid or unpaid sick leave of sixty-three (63) consecutive days and less.

#### 12.07 Promotion

On promotion to a higher-rated classification, the employee shall receive the higher of the minimum of the new scale, or the next higher step which provides an increase of not less than 5% of previous salary, provided that in no case will the new salary exceed the maximum of the new scale.

#### 12.08 Acting Pay

- a) An employee who temporarily relieves in, or performs the duties of, a higher paying position in the bargaining unit for one (1) working day or more shall receive an increase of 10% of their salary rate in effect as of the commencement of the assignment. In any case, the increase will be not less than the minimum rate of the position.
- b) The assignment shall be made in writing by the Human Resources department with a copy provided to the local Union.

This provision shall not be construed as a guarantee or requirement that the Society shall make such assignment.

#### 12.09 Credit for Experience

New employees shall receive credit for experience in the amount of one (1) annual increment for each year of directly related experience. Employees may also receive credit for indirect work experience. All experience will be evaluated on the basis of how relevant the skills are to the position being offered, how current the previous experience is and the number of years in each position.

#### 12.10 Bilingual Retention Bonus

All employees who are in a designated bilingual position will be entitled to the following retention bonus based on years of service effective as of January 1, 2017. Bilingual retention bonus payments will be made once annually in the month of January. Employees on approved leave at the time of payment will receive their bilingual retention bonus upon return to the Society.

Following completion of:

1 year service	\$250
5 years service	\$500
10 years service	\$500
15 years service	\$500
20 years service	\$1,000
25 years service	\$1,000
30 years service	\$1,000

### **ARTICLE 13 - ANNUAL VACATION**

13.01 New employees shall commence to accumulate annual leave credits from the date of appointment whether on probation or not, but no such employee shall be entitled to any leave until the completion of six (6) months service.

### 13.02 Annual Vacation – Advancement

- a) Employees are to be credited with their annual vacation leave credits as of the first complete payroll cycle of each vacation year. Employees must have completed one (1) full year of continuous service to be granted this credit.
- b) Notwithstanding the above, should an employee leave their employ, or have their employment terminated with the Society, the employee is only entitled to those annual leave days earned as of the termination date. As a result:
  - i) If the employee has earned more annual leave days than actual annual leave days taken, the Society shall reimburse the employee the difference.
  - ii) If the employee has taken more annual leave days than actual annual leave days earned, the employee shall reimburse the Society the difference. The Society may withhold the balance owing from the employee's last pay cheque(s).

### 13.03 Annual Vacation - Carryover

Vacation leave shall be taken in the calendar year in which it is deemed to be earned. A maximum of ten (10) days' vacation carry-over will be granted to each employee. Those vacation days which are carried over must be taken by May 31<sup>st</sup> of the next calendar year. In special circumstances, the Executive Director may grant permission to allow leave to accumulate for one (1) additional year.

### 13.04 Annual Vacation - Scheduling

- a) Vacation leave shall be granted at a time agreeable to both parties subject to the following order:
  - i) operational requirements;
  - ii) seniority.
- b) The Society shall post two (2) lists in individual units not later than March 1<sup>st</sup> for the Summer vacation period (last two (2) full

weeks of June through the first (2) full weeks of September), and October 1<sup>st</sup> for the Holiday vacation period (last two (2) full weeks of December through the first full week of January). Employees will be asked to signify the times when they wish to take their vacations. Such choices shall be made not later than April 1<sup>st</sup> and October 15<sup>th</sup> respectively. The Society shall make every reasonable effort to give effect to the employee's choices provided such choices do not interfere with the efficient operations of the Society. The Society shall post the vacation lists for each unit no later than April 30<sup>th</sup> and October 31<sup>st</sup>.

- c) Unless permission has been granted under Clause 13.03, any employee, who by October 15<sup>th</sup> has not scheduled their yearly entitlement in the calendar year in which it is earned, shall take their leave by December 31<sup>st</sup>. Employees who have not indicated their choice of vacation dates by October 31<sup>st</sup> will have any remaining credits, not approved for carry-over, booked into the schedule by their immediate supervisor before December 31<sup>st</sup>.

#### 13.05 Annual Vacation - Entitlement

Annual leave shall accumulate on the following basis:

After 1 full year of service	- 20 days per year;
After 10 full years of service	- 25 days per year;
After 20 full years of service	- 30 days per year;

In addition, employees who have 15, 25, 30 and 35 years of active service will be entitled to an additional "bonus" week of annual leave in the amount of 5 paid days. It is understood this additional week of annual leave is a "one-time" benefit that will only be granted in the years in which the employee reaches their fifteenth (15), twenty-fifth (25), thirtieth (30) and thirty-fifth (35) anniversary dates. This entitlement will be pro-rated for part-time employees.

#### 13.06 Annual Vacation - General

- a) Vacation rates of pay for employees who leave their employ prior to the completion of three (3) months service, shall be dealt with in accordance with the provisions of the Employment Standards Act, 2000.

- b) Vacation credits will not be applied to cover a statutory holiday which falls on a regular scheduled work day.
- c) On retirement, an employee shall be entitled to the vacation earned to the date of retirement.
- d) Employees who are absent on leave without pay under Article 16, or who are on extended sick leave for a period of more than one (1) month's duration, shall not accumulate vacation credits during the period of leave. However, employees on extended sick leave shall, upon their return to work, have their vacation credited on a pro-rated basis based on months worked.
- e) Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, the employee shall be considered to be on sick leave until they return to work when the vacation period will be rescheduled. Where more than five (5) days are being requested, rescheduling must be accompanied by medical evidence.
- f) Should an employee become confined under medical supervision due to a serious illness or injury during their vacation period, it is their responsibility to notify their Supervisor immediately. If the employee so notifies their Supervisor, the employee shall be entitled to have those vacation days during which they was confined under medical supervision rescheduled, provided they present a medical certificate from the attending physician, to their Supervisor on their return. The time of the confinement under medical supervision, whether during or beyond the vacation period, shall be considered as sick leave for purposes of Sick Leave Benefits.
- g) Vacation entitlement under Article 13.05 shall be pro-rated for regular part-time employees in the same ratio which their regular schedule bears to a full-time schedule.
- h) Vacation pay for casual employees shall be five percent (5%) of the wage of the employee to be calculated and paid on each pay.
- i) Employees who are on pregnancy and/or parental leave shall not accrue paid vacation credits during the period of the leave but may be entitled to equivalent unpaid time off on request.

13.07 When an employee is required by the employer to attend a court hearing during the employee's scheduled vacation time, or is ordered by the court to attend a court hearing or other court preparation on Society matters during the employee's scheduled vacation time, the employer shall reimburse the employee for non-refundable vacation expenses incurred as a result of attending the court hearing for which receipts are provided to the Employer. It is understood that all court preparation completed during scheduled vacation time shall be pre-approved.

## **ARTICLE 14 - PAID HOLIDAYS**

### 14.01 Statutory Holidays

The following paid holidays, regardless of when they fall, will be granted with pay to all employees, and any new statutory holiday subject to negotiations declared to be a holiday by the Federal, Provincial or Municipal Government:

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

### 14.02 Floater Days

- a) In addition to the above, regular full-time employees shall be given two (2) floater days at Christmas or New Year's. The scheduling of these two (2) days shall be between December 1 and January 31 and shall be the responsibility of the Supervisor in accordance with the needs of the Society. Should the Society decide to close between Christmas and New Year's, it is understood that these floater days will be used at that time. The exception to taking the floater days within the above time frame will be extended to employees who wish to utilize these floaters to observe other religious holidays and/or Remembrance Day, with the approval of their Supervisor.

- b) Regular part-time employees shall be entitled to receive one (1) pro-rated floater day based on the employee's regularly scheduled hours of work under clause 14.02 a).

14.03 In order to be entitled to payment for paid holidays, an employee must have worked their scheduled regular working day immediately preceding the holiday and their scheduled regular working day immediately following the holiday unless absent with permission of the Supervisor.

14.04 When an employee is required to work on a statutory holiday, they shall be granted compensatory time off at one and one-half (1 1/2) times the hours worked. Compensatory leave shall be taken within ninety (90) days of the day on which it was earned and at a time determined by the Society and satisfactory to the employee. Where such time off cannot be scheduled within the ninety (90) day period, the Society will pay for the hours worked on the statutory holiday(s) at a rate of one and one-half (1 1/2) of the employee's regular straight time hourly rate.

14.05 If any of the above holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, at the option of the employee.

14.06 Pay for a paid holiday shall be calculated in accordance with the Ontario Employment Standards Act, 2000.

14.07 Where December 24 falls on a regular working day (Monday to Friday), regular full-time, regular part-time, and temporary employees scheduled to work that day shall receive the day off with pay. Where a part-time employee is regularly scheduled to work and works less than a seven (7) hour shift, payment will be based on the hours the employee would have been scheduled to work for the day.

## **ARTICLE 15 - SICK LEAVE (Regular Employees Only)**

### 15.01 Eligibility

- a) An employee is eligible for sick leave with pay when they is unable to perform any work because of illness or injury and provided that:

- i) the employee has not exhausted the benefits provided in this plan;
  - ii) the employee is not on other leave, with or without pay or under suspension;
  - iii) the employee is not eligible for benefits under Workplace Safety & Insurance Board or the Society's LTD insurance program.
- b) An employee who will be absent due to illness or injury shall inform their Supervisor as soon as possible on or before the first day of absence and for extended absence, at regular intervals thereafter as requested by the Supervisor.
  - c) The Society may request medical evidence of inability to report to work for any absence of more than five (5) consecutive days duration. Where the Society has requested a medical certificate, the employee will be reimbursed for the cost. When extended medical documentation is required the Society shall reimburse the employee up to one hundred and fifty dollars (\$150).
  - d) Should the Society require an employee to undergo an independent medical assessment, the costs associated with such assessment shall be the responsibility of the Society.

15.02 Annual Sick Leave - Entitlement

- a) Employees shall be entitled to annual sick leave at full pay (100%) according to the following schedule:

<u>Length of Service</u>	<u>Sick Leave Credits</u>
up to 3 months	1 day per month
3 months to 1 year	10 days per year
1 year but less than 5 years	15 days per year
5 years but less than 10 years	20 days per year
10 years and over	30 days per year

- b) In addition to the above entitlement, employees with more than three (3) months service, shall receive pay at 66 2/3% of regular salary to a maximum of nine (9) weeks combined full and reduced pay for each occurrence.

- c) Regular part-time employees will be pro-rated in the same ratio which their normal work week bears to a normal full-time work week.
- d) An employee whose absence due to illness extends from the end of one calendar year into the subsequent year shall continue to be paid in accordance with their entitlement at the commencement of the absence. Upon the employee's return to work, the benefits of the new year shall be available.

15.03 Special Sick Leave – Banks (CPW/CYC/ECE)

- a) In addition to the provisions for full pay under Clause 15.02, employees who were on staff as of December 7, 1988 shall receive the following special sick leave entitlement:
  - i) all sick leave credits accumulated by employees to June 30, 1973 and still remaining to their credit as of December 7, 1988; and
  - ii) additional sick leave entitlement, based on length of continuous service as of December 7, 1988, shall be granted as follows:

<u>Length of Service</u>	<u>Special Credits at 100% Pay</u>
up to 1 yr.	10 days
1 year but less than 5 yrs.	25 days
5 years but less than 10 yrs.	50 days
10 years and over	65 days

- b) The total number of days calculated by adding the number of unused days remaining to each employee's credit under a) i) plus the special sick leave days provided in a) ii) may be used in the following manner:
  - i) An employee who has exhausted the sick leave at full pay provided under the Short Term Sick Leave Plan shall use the special sick leave at full pay instead of the provision for 66 2/3% pay until the credits are exhausted, or the waiting period for LTD insurance protection has been met.

- ii) An employee who has exhausted sick leave credits at 100% shall have the option of using vacation leave credits or shall receive pay at 66 2/3% of regular earnings in accordance with the provisions of 15.02 b) above, until such time as they have exhausted the waiting period for the disability insurance plan. It is understood that no credits paid at 100% or at 66 2/3% shall be extended beyond the waiting period of the disability insurance plan.

15.04 Special Sick Leave - Banks (Support)

- a) In addition to the provisions for full pay under Clause 15.02, employees who were on staff as of April 5, 1989 shall receive the following special sick leave entitlement:

- i) all sick leave credits accumulated by employees to June 30, 1973 and still remaining to their credit as of April 5, 1989; and
- ii) additional sick leave entitlement, based on length of continuous service as of April 5, 1989, shall be granted as follows:

<u>Length of Service</u>	<u>Special Credits at 100% Pay</u>
up to 1 yr.	10 days
1 year but less than 5 yrs.	25 days
5 years but less than 10 yrs.	50 days
10 years and over	65 days

- b) The total number of days calculated by adding the number of unused days remaining to each employee's credit under a) i) plus the special sick leave days provided in a) ii) may be used in the following manner:

- i) An employee who has exhausted the sick leave at full pay provided under the Short Term Sick Leave Plan shall use the special sick leave at full pay instead of the provision for 66 2/3% pay until the credits are exhausted, or the waiting period for LTD insurance protection has been met.

- ii) An employee who has exhausted sick leave credits at 100% shall have the option of using vacation leave credits or shall receive pay at 66 2/3% of regular earnings in accordance with the provisions of 15.02 b) above, until such time as they have exhausted the waiting period for the disability insurance plan. It is understood that no credits paid at 100% or at 66 2/3% shall be extended beyond the waiting period of the disability insurance plan.

#### 15.05 Long-Term Income Protection

- a) The Society agrees to maintain a Long Term Disability (LTD) Insurance Plan for all regular employees who work twenty-four (24) hours per week or more.
- b) The plan is mandatory for all new regular employees as defined in a) above and for all employees already enrolled in the plan. Coverage commences immediately upon the commencement of eligible employment.

#### 15.06 Denial - Disability Benefits

An employee whose application for LTD benefits is denied or whose LTD benefits are discontinued, shall not be eligible for further sick leave from the Society for the same illness.

#### 15.07 Early Intervention/Return to Work Program

The Society and the Union are jointly committed to Early Intervention and re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace.

The Society and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.

In order to ensure the Union involvement in any return to work planning meeting, the Society will advise the Union as soon as the employee notifies the Society of their intention to return to work on a modified return to work program.

Employees requiring a return to work accommodation in order to facilitate their reintegration into the workplace are required to provide supporting medical documentation to the Society no later than two (2) weeks prior to the anticipated return to work. The medical documentation required must include limitations, restrictions and the length of the accommodation required.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **16.01 Special Leave - With Pay (Regular and Temporary Employees Only)**

The Employer recognizes the importance of supporting employees in managing their work/life balance and personal mental health. As such, regular full-time and part-time employees shall be granted up to five days (5) of leave with pay per calendar year for personal reasons. These days will be pro-rated for part-time employees based on the number of hours the employee works in a week compared to a full-time employee. Temporary employees shall be granted two (2) days of leave with pay per calendar year for personal reasons.

This leave cannot be applied to cover leave already provided for in other articles of this Collective Agreement. Special Leave will not be taken in conjunction with scheduled annual leave. With the exception of an emergency, this leave will be scheduled by mutual agreement between the employee and the supervisor. Requests for special leave will not be unreasonably denied.

Unused days shall not be carried over from one year to the next.

### **16.02 Special Leave - Without Pay (Regular Employees Only)**

- a) Special leave without pay may be granted with approval of the Executive Director or designate, subject to the following conditions:
  - i) The leave must be for good and sufficient reason. Leave shall not be granted for personal convenience, travel or job protection.
  - ii) Operational requirements shall be taken into account in the granting of a leave of absence without pay.

- iii) An employee on leave of absence without pay shall not hold other employment except in the case of secondments with written approval from the Executive Director. Such leave shall not be unreasonably denied.
- iv) Authorized leave of absence without pay shall be subject to operational needs and may be granted to an employee for up to a maximum of one (1) year during their employment with the Society. The Executive Director may review special circumstances.
- v) Leave of absence without pay must be requested in writing at least three (3) months prior to the date of commencement of the leave.
- vi) An employee will ensure their vacation entitlements are fully used or requested and approved before commencing time without pay.

#### 16.03 Leave for Union Activities

- a) Leave of absence without pay may be granted to attend Union conventions or conferences provided, however, that such leave will not total more than forty (40) working days per year, and no more than six (6) persons shall be granted leave at any one time, provided it does not interfere with the efficient operation of the Society. Such leave is not to be unreasonably withheld. Such request is to be given to the Executive Director at least fifteen (15) working days in advance.

In addition to the above, where 30 days' notice has been given, leave of absence without pay shall be granted for all elected members attending OPSEU Annual Convention, the Broader Public Sector and the Regional Conference and shall not be unreasonably withheld. It is agreed that the restrictions for union leave outlined above do not apply to this article.

- b) An employee who is elected as an Executive Board member or Executive Officer of the Union may apply for a leave of absence without pay, for the purpose of conducting the business affairs of the Union. Approval of such leave is subject to approval based on operational requirements and requires a minimum of thirty (30) days advance notice prior to the commencement of the leave and thirty (30) days' notice prior to any requested

extensions unless such leave is for meetings with the Society. The above leave shall include reasonable travel time.

- c) An employee as in (b) above shall provide to the employer a schedule which will contain as much detail as is available and also provide as much advance notice as possible of additional leave time required (normally by the end of the work day on Wednesday of the preceding week), so that the Society can determine operational implications.
- d) The Society will provide a paid leave of absence of up to twenty-five (25) days per calendar year for the unit highest ranking officer, who shall be an employee of the Society, to conduct Union business. The entire leave shall be pre-determined on a schedule agreed upon between the employee and their Supervisor and submitted by the end of January. The requested leave shall not be made for less than a three and one-half (3 1/2) hour period at any given time. In scheduling such leave, consideration will be given to the feasibility of adjusting the President's workload.

Additional paid leave may be provided upon mutual agreement between the parties.

#### 16.04 Leave to Hold Public Office

- a) The Society recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Society shall grant a leave of absence without loss of seniority, and without pay, so that employees may be candidates in a Federal, Provincial, or Municipal election. Such leave shall follow nomination of the candidate and shall terminate on election day.
- b) An employee who is elected to public office may be granted a leave of absence without loss of seniority and without pay for a period equal to one (1) term of office.

#### 16.05 Leave for Legal Obligation

- a) The Society shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court proceeding provided the employee is not a party, or one of the persons charged. The Society shall pay

such an employee the difference between their normal earnings and the payments they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

- b) Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay, provided that the legal proceeding does not arise from any dispute between the Society and the Union including, but not limited to, arbitration proceedings as provided in Article 10 of this Agreement.

#### 16.06 Pre-Paid Leave Plan

The employer agrees to offer a pre-paid leave program, funded solely by the employees and to make it available to full-time employees with at least two (2) years of service with the Society, subject to the following conditions:

- a) An employee will be allowed to participate in the plan on a one time basis during the course of their employment.
- b) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- c) The employee must make written application to the Director of Human Resources at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- d) The employer maintains the right to approve or deny the leave and to determine the number of employees that may be absent at any one time under this plan. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, and the employer.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for

the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.

- f) The manner in which the deferred salary is held shall be at the discretion of the employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the employer and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. The employee may choose to maintain health, dental and hospital benefits for the twelve (12) month period of the absence and may maintain coverage for a maximum of three (3) months, subject to the carrier's approval, for life insurance and accidental death and dismemberment benefits. The employee will be responsible for the full payment of all premiums. Employees will not be eligible to participate in the disability income plan during the year of leave. Contributions to O.M.E.R.S. pension plan will be in accordance with the terms of the plan.
- i) During the year of leave, seniority will accumulate in accordance with Article 25. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate.
- j) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Human Resources. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- k) If an employee terminates employment, the deferred salary held by the employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of an employee's death, the funds will be paid to the employee's designated beneficiary.
- l) The employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the employer is unable to find a suitable replacement, it may postpone the leave. The employer will give the employee as

much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- m) The employee will be reinstated to their former position or a comparable position.
- n) Final approval for entry into the pre-paid program will be subject to the employee entering into a formal agreement with the employer in order to authorize the employer to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 16 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### **ARTICLE 17 - BEREAVEMENT LEAVE (Regular Employees Only)**

17.01 In the event of the death of a member of an employee's immediate family, a regular employee will be granted up to a maximum of five (5) working days with pay. For purpose of this Article "immediate family" is defined as: spouse, significant other, child or parent, brother, sister, step-parent or step-children, step-brother or step-sister.

17.02 In the event of the death of a member of an employee's family, a regular employee will be granted up to a maximum of three (3) working days with pay. The term family is defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchild, former guardian (maximum two (2), aunt, uncle, niece or nephew.

17.03 The employee shall be allowed up to two (2) additional days with pay, if necessary for travelling, when the distance is significant to support this need. No time would be allotted for travel less than one and one-half (1 1/2) hours one way.

17.04 Unused vacation credits may be taken in conjunction with bereavement leave, subject to the approval of the Supervisor. Approval of such extension shall not be unreasonably withheld. In exceptional circumstances, the Executive Director may approve additional paid bereavement days.

**ARTICLE 18-PREGNANCY AND PARENTAL LEAVE (Regular Employees Only)**

18.01 Pregnancy Leave

a) Eligibility

A pregnant employee who started employment with the Society at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay in accordance with the provisions of the *Employment Standards Act, 2000*.

b) Entitlement

A pregnant employee is entitled to up to seventeen (17) weeks of unpaid pregnancy leave. Leave can commence no earlier than seventeen (17) weeks prior to the expected date of birth, but does not apply in the case where the employee is required to stop working because of complications caused by their pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the expected date of birth.

18.02 Parental Leave

a) Entitlement

An employee is entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave if the employee has taken pregnancy leave and sixty-three (63) consecutive weeks if they have not taken pregnancy leave. Parental leave must begin within seventy-eight (78) weeks of the date the child is born or

comes into the custody, care and control of a parent for the first time.

A birth mother may take both pregnancy and parental leave. The parental leave of an employee who has taken pregnancy leave must begin when the pregnancy leave ends unless there are grounds for an exception recognized by the Employment Standards Act, 2000.

### 18.03 Notice

The employee must give the Society:

- i) at least two (2) weeks written notice of the date the leave is to begin; and
- ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

### 18.04 Paid Supplementary Employment Benefit (SEB Plan)

The following SEB provisions apply to employees with six (6) months and more continuous employment with the Society according to the following conditions:

- i) The employee is entitled to pregnancy / parental leave under this article;
- ii) The employee provides the Society with proof that they have applied for and are eligible to receive benefits pursuant to the Employment Insurance Act or the Quebec Parental Insurance Plan, as amended.

The SEB provisions are as follows:

#### a) Waiting Period

Where the employee is required to serve an unpaid waiting period, they shall be entitled to receive payment of one (1) week at 70% of regular earnings. This payment shall be made at the commencement of the pregnancy leave or where there is an unpaid waiting period served for parental leave.

b) Pregnancy Leave

An employee who is on pregnancy leave as provided under this Agreement, who is in receipt of pregnancy benefits, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy (70%) of their regular gross weekly earnings and the sum of their pregnancy leave earnings. The SEB payment shall continue while the employee is in receipt of these benefits for a maximum of fifteen (15) weeks.

c) Parental Leave

Parental leave benefits are available to birth parents, adoptive parents or those who are fostering with a view to adopt. An employee who is on parental leave as provided under this Agreement, who is in receipt of parental benefits, shall be paid a supplemental employment benefit. Where an employee opts to receive Employment Insurance parental benefits over a period of 35 weeks (status quo option), the benefit payable under the SEB plan will be equivalent to the difference between seventy percent (70%) of their regular gross weekly earnings and the sum of their regular gross weekly parental benefits to a maximum of fifteen (15) weeks.

Where an employee opts to receive Employment Insurance parental benefits over a period of 61 weeks (extended option), the employee shall receive the supplemental employment benefit that would otherwise have been payable to the employee under the status quo option. For clarity, the total amount of supplemental employment benefits payable under the SEB plan where an employee elects the 61 week extended leave option shall not exceed the total amount that would have been payable had the employee chosen the 35 week (status quo) option.

It is understood that in order to qualify for the supplemental employment benefit, employees must apply for and be approved to receive employment insurance benefits.

18.05 An employee may change the notice to end pregnancy or parental leave to an earlier date if the employee gives the Society at least four

(4) weeks written notice before the leave was to end under the allowance of the Employment Standards Act, 2000.

18.06 During pregnancy or parental leave, applicable under the provisions of the Employment Standards Act, 2000 seniority and service shall continue to accrue.

18.07 Benefits

- a) Employees on pregnancy or parental leave shall continue to participate in all benefit plans in which they are enrolled at the commencement of the leave unless the employee elects in writing not to do so.
- b) During an employee's pregnancy or parental leave under Clauses 18.01 and/or 18.02, the Society shall continue to make its contributions for the employee's benefit plans, provided the employee maintains their share of the applicable cost.

18.08 Reinstatement

The Society shall reinstate an employee who has taken pregnancy or parental leave in accordance with the provisions of the Employment Standards Act, 2000.

18.09 Parental - Paid Leave

The Society shall grant ten (10) consecutive days with pay to an employee who does not meet the requirements for pregnancy or parental leave entitlements under the Employment Standards Act, 2000 or to an employee who elects not to apply for the parental entitlement under the Employment Standards Act, 2000. Such leave shall be arranged in consultation with the Supervisor and be taken during the two (2) months after the birth of a child or arrival of child into custody, care or control for the first time including where legal custody has been obtained or where customary care is being provided.

18.10 Probationary Periods

The period of time an employee is on pregnancy and/or parental leave will not be included when determining whether an employee has completed a probationary period. If an employee was on probation at the start of a leave, they must complete the probationary period after returning to work.

18.11 Pregnant employees may request accommodation if sufficient medical documentation from their physician is provided. The Society will meet with the employee and their Union representative to discuss ways that their assignment can be modified or by which the employee can be reassigned so as to address the employee's medical concerns.

**ARTICLE 19-HEALTH AND INSURANCE BENEFITS (Regular Employees Only)**

19.01 The Society agrees to make available to all employees a standard benefits package that will include Pension, Major Medical benefits, Hospitalization and Dental benefits as well as Life Insurance and Disability Insurance benefits. Eligibility, participation and claims will be in accordance with the terms of each plan.

a) OMERS

OMERS is a contributory defined benefit pension plan financed by equal contributions from participating employers and employees, and by the investment earnings of the OMERS fund. All eligible employees will be enrolled in accordance with the terms and conditions of the plan.

All regular employees working thirty-two (32) hours or more per week will become a member of OMERS.

Further information can be found in the OMERS Members' Handbook.

b) Major Medical

Includes coverage for items such as prescription drugs, vision care, physiotherapy and hearing aids and other services in accordance with the terms of the plan.

All eligible expenses will be reimbursed in accordance with the terms of conditions of each plan. The plan shall include physiotherapy, massage therapy, osteopath, podiatrist, naturopath, chiropractic services, psychologist for six hundred dollars per year (\$600).

Vision Care

To a maximum of \$300.00 per 24 months.

c) Hospitalization

Includes coverage for a semi-private or private hospital room up to two hundred (\$200) per day to a maximum of ten (10) days per calendar year.

Premiums are 100% Society paid.

d) Dental Plan

i) Current ODA fee guide effective July 1 of each year

ii) No deductible.

iii) Basic Plan and Periodontic/Endodontic.

e) Disability Insurance

Benefits and other provisions of the plan shall be in accordance with the conditions of the insurance carrier.

Enrolment is compulsory for all regular employees who work twenty-four (24) hours per week or more. Premiums are 50% Society paid and 50% employee paid.

f) Group Life Insurance

Life insurance benefit is 2 x annual salary rounded to the next \$1,000 up to a maximum of \$200,000. The plan also provides coverage for Accidental Death and Dismemberment. Additional Optional Life/Spousal optional Insurance coverage is also available subject to application and approval by the carrier, but is 100% employee paid.

Enrolment is compulsory for all regular employees who work twenty-four (24) hours per week or more.

g) Benefit Coverage During Disability

Employees on approved short-term or long term disability insurance benefits shall have the option of maintaining their Health and Welfare benefits (hospital, major medical and dental) insurance for a period of up to twenty-four (24) months from the onset of the disability providing:

the appropriate benefit premium payments continue to be paid to the Society on a monthly basis; and

the employee was participating in the plans prior to the onset of the disability.

During this time, the Society will continue to pay its premium portion.

19.02 Eligibility for enrolment and claims arising from insured or self-insured benefits under Article 19 shall be made with reference to the master contract with the Carrier(s) and/or the Administrative Services Only provider.

19.03 Part-Time Benefits

Regular part-time employees may receive all benefits available to full-time employees on a pro-rata basis in accordance with the provisions of the Carrier(s).

A regular part-time employee who does not meet the eligibility requirements for pro-rata insured or self-insured benefits under this article shall be paid six percent (6%) of the employee's regular straight-time wages in lieu of insured benefits in Article 19.

19.04 On a leave of absence without pay, except for pregnancy / parental leave under the provisions of the *Employment Standards Act, 2000* an employee may elect to continue benefit coverage at 100% of cost.

19.05 The Society will provide to all enrolled employees, information summarizing the benefits.

19.06 Casual - Benefits

Insured Benefits in Article 19 are not available to casual employees. The Society will pay casual employees six percent (6%) of their regular straight-time hourly wages in lieu of benefits.

19.07 Workplace Safety and Insurance Act (WSIA)

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

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

#### 19.08 Benefits Committee

Representatives from OPSEU agree to participate with representatives from the Society and other stakeholders in a Joint Benefits Committee. The purpose of the Committee will be to make recommendations regarding the efficiency and effectiveness of the current benefit arrangements in the following specific areas:

- reviewing plan designs and implementing changes, such as realignment of benefits/ premiums, annual deductible and enhancement to the plan design and/or other such employee benefits;
- reviewing premium costs;
- on-going monitoring of plan and developing strategies to ensure employees receive the best value for their premium costs;
- making recommendations regarding a pro-active strategy for managing benefits and costs on a long term basis;
- involvement in enhancing other Society initiatives and processes (i.e such as the return to work, modified work program/ sick leave utilization).

### **ARTICLE 20 - LAY-OFF AND RECALL (Regular Employees Only)**

- 20.01 a) Lay-off shall be in accordance with Schedule "I" and be based upon the following factors:
- i) skill, competence and efficiency for a particular position;

and

- ii) seniority.
- b) Where, in the judgement of the Society, the qualifications in factor a) i) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

#### 20.02 Organizational Changes

- i) The Employer shall give the Union a minimum of three (3) months' notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- ii) The Employer shall meet with the Union within fifteen (15) working days of the notice at which time the Employer shall advise the Union of its plans.
- iii) The Employer and the Union will continue to meet on an ongoing regular basis to minimize impact on service

#### 20.03 Recall

- a) Recall shall be based upon the following factors:
  - i) skill, competence and efficiency for a particular position;
  - and
  - ii) seniority

The Society will make every effort to ensure that laid-off employees will be given notice of recall to a position at the same level. When this is not possible and a lower level position is available, the employee will be recalled to the Society at the lower level position, but they will be given priority consideration to future vacancies at the employee's level prior to lay-off.

- b) The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within seven (7) working days from the time that they received notice of recall unless, on reasonable grounds, they are unable to do so. An employee who has been given notice of recall and who refuses to exercise such right, shall be deemed to have terminated employment with the Society.
- c) A regular employee on lay-off shall be subject to recall during the period the employee is off the payroll for a continuous period of twenty-four (24) months, after which time the employer is under no obligation to recall the employee, but may do so at the discretion of the employer.

20.04 No new employee shall be hired to fill positions for which laid off employees have been assessed as qualified until those laid off employees have been given the opportunity of recall in accordance with Clause 20.03.

20.05 It is understood that Article 20 and the Lay-off Process described in Schedule "I" shall be applied on the basis full-time status to full-time status and part-time status to part-time status.

20.06 The Union shall be notified of all lay-offs and recalls.

20.07 Restructuring, Mergers and Amalgamation

- i) In cases of restructuring, mergers or amalgamations, the *Public Sector Labour Relations Transition Act (PSLRTA)* shall apply.
- ii) An employee who is subject to a permanent layoff as the result of an integration under the PSLRTA shall be subject to recall during the period the employee is off the payroll for a continuous period of twenty-four (24) months, unless the employee waives the right to recall and resigns, in which case the employee shall receive a payment 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 21 - TERMINATION OF EMPLOYMENT (Regular Employees Only)**

21.01 Resignation

Employees shall give as much notice as possible, in writing, when resigning from the Society for any reason. Failure to give at least one (1) months' notice will result in outstanding vacation pay being calculated in accordance with the *Employment Standards Act, 2000* unless such notice is waived by the Executive Director.

21.02 Retirement – Bonus (CPW/CYC/ECE)

The Society will pay a Retirement Bonus to recognize long service employment for employees with five (5) or more years' service as of December 31, 1988, under the following terms and conditions:

- a) Upon retirement, employees with ten (10) or more years' service shall receive a lump sum payment based on:

1 day x years' of service (maximum 40) x

average annual salary for best 5 years (OMERS)  
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- b) Employees whose entitlement under the previous policy: (4 days/year - maximum 120) at December 31, 1988 exceeds forty (40) days, shall have their excess days identified and, on retirement, be eligible for:

i) the number of excess days earned to December 31, 1988 multiplied by their daily rate of pay as of December 31, 1988; and

ii) the regular entitlement calculated in accordance with Clause 21.02 a).

- c) "Retirement" shall be defined as any voluntary termination of employment of an employee who is eligible for an immediate deferred pension under the OMERS Pension Plan without penalty.

- d) "Service" shall mean continuous regular employment with the Society since the last date of hire (unless interrupted by approved leave of absence) and shall be pro-rated for part-time service for employees enrolled in OMERS on the same basis as is used by OMERS.
- e) Employees shall have the option of having payments under this Plan directed to an RRSP, subject to the regulations of Revenue Canada, Taxation.

21.03 Retirement – Bonus (Support)

The Society will pay a Retirement Bonus to recognize long service employment for employees with three (3) or more years' service as of April 5, 1989, under the following terms and conditions:

- a) Upon retirement, employees with ten (10) or more years' service shall receive a lump sum payment based on:

1 day x years' of service (maximum 40) x

average annual salary for best 5 years (OMERS)

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- b) Employees whose entitlement under the previous policy: (4 days/year – maximum 120) at April 5, 1989 exceeds forty (40) days, shall have their excess days identified and, on retirement, be eligible for:
  - i) the number of excess days earned to April 5, 1989 multiplied by their daily rate of pay as of the date of retirement;
  - ii) the regular entitlement calculated in accordance with Clause 21.03 a).
- c) "Retirement" shall be defined as any voluntary termination of employment of an employee who is eligible for an immediate deferred pension under the OMERS Pension Plan without penalty.
- d) "Service" shall mean continuous regular employment with the Society since the last date of hire (unless interrupted by approved leave of absence) and shall be pro-rated for part-time

service for employees enrolled in OMERS on the same basis as is used by OMERS.

- e) Employees shall have the option of having payments under this Plan directed to an RRSP, subject to the regulations of Revenue Canada, Taxation.

## **ARTICLE 22 - TEMPORARY EMPLOYEES**

### **22.01 Extension and Termination**

The Society will make every effort to provide reasonable notice of extension opportunities for temporary employees with a minimum of four (4) weeks advance notice. The Society may terminate a temporary employee prior to the originally negotiated termination date upon providing the temporary employee with four (4) weeks advance notice of the changed termination date or by providing two (2) weeks' pay in lieu of notice.

### **22.02 Seniority**

- a) Seniority of a temporary employee shall be recognized on a separate seniority list and such seniority shall not be credited towards regular employment except as provided. Where a temporary employee becomes a regular employee and after so doing successfully completes the probationary period of a regular employee as defined by Article 25, Clause 25.06, any seniority accumulated as a temporary employee shall be credited to the regular status of such employee after said successful completion, provided there is no break in service in moving from temporary to regular status.
- b) Where a temporary contract position has been ongoing for a continuous period of twelve (12) months, except when backfilling an incumbent on an approved leave of absence or an absence due to illness or injury, that position shall be treated as a permanent position and filled in accordance with Article 24.
- c) **Probation Period and Notice**
  - i) A temporary full-time employee will be on probation for a period of nine (9) months of active service (Support staff six (6) months of active service). It is understood that

“active service” will be deemed to include time actually worked where the employee is fulfilling the full requirements of their position. For employees required to complete the Authorization process, this would entail successful completion of the Authorization Candidacy Exam (ACE). If employment is to be terminated, the employee will be notified in writing at least fourteen (14) days prior to the expiration of the probationary period.

- ii) A temporary part-time employee will be on probation until they have completed nine hundred (900) hours of work. If employment is to be terminated, the employee will be notified in writing prior to or by the time they have completed eight hundred (800) hours of work.
- iii) If no written notice is received from the Society within the set notice period, the employee will be deemed to have completed the probationary period.

#### 22.03 Sick Leave

- a) A temporary full-time employee shall be granted one (1) day of paid sick leave per month following three (3) months of employment and shall continue to accumulate leave to a maximum of ten (10) days per calendar year.
- b) An employee who will be absent due to illness or injury shall inform their Supervisor as soon as possible on or before the first day of absence and for extended absence, at regular intervals thereafter as requested by the Supervisor.
- c) The Society may request medical evidence of inability to report to work for any absence of more than five (5) consecutive days duration. Where the Society has requested a medical certificate, the employee will be reimbursed for the cost. When extended medical documentation is required the Society shall reimburse the employee up to one hundred and fifty dollars (\$150). Where the employee's doctor fails to provide such medical evidence, or the evidence provided is not satisfactory to the Society, the Society may request that the employee's condition be reviewed by a doctor agreed upon between the Society and the employee.

#### 22.04 Annual Vacation Leave

- a) A temporary employee will accumulate up to twenty (20) calendar days per year of annual vacation leave credits from the date of hire, but will not be entitled to any leave until the completion of six (6) months of employment.
- b) Temporary employees who do not complete six (6) months of employment shall receive vacation rate of pay in accordance with the provisions of the *Employment Standards Act, 2000*.

#### 22.05 Statutory Holidays and Floater Days

- a) In addition to the Statutory holidays listed in Article 14, Clause 14.01, temporary employees will be granted floater days as follows:
  - i) Full-time temporary employees who have accumulated six (6) months or more seniority on December 1st, will be granted two (2) floater days.
  - ii) Part-time temporary employees who have accumulated an equivalency of six (6) months or more seniority, based on the seniority conversion formula, Article 25, Clause 25.08, on December 1st, will be granted one (1) day.
- b) The scheduling of floater days shall be between December 1st and January 31st and shall be the responsibility of the Supervisor in accordance with the needs of the Society. Should the Society decide to close between Christmas and New Year's, it is understood that these floater days will be used at that time.
- c) As an exception to taking the floater day(s) between December 1<sup>st</sup> and January 31<sup>st</sup>, a temporary employee who has utilized annual vacation or compensatory time to observe religious holiday(s) during the calendar year, can request that the time taken be re-credited and substituted as floater day(s), provided the temporary employee meets the eligibility date as stated in i) or ii) above.

## 22.06 Bereavement Leave

- a) Temporary employees who have completed six (6) months continuous service will be granted bereavement leave as per the following:
  - i) In the event of the death of a member of an employee's immediate family, the employee will be granted up to a maximum of five (5) working days with pay. For the purpose of this Article "immediate family" is defined as: spouse, significant other, child or parent, brother, sister, step-parent or step-children, step-brother or step-sister.
  - ii) In the event of the death of a member of an employee's family, the employee will be granted up to a maximum of three (3) working days with pay. The term "family" is defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchild, former guardian (maximum two (2)), aunt, uncle, niece or nephew.
- b) The employee shall be allowed up to two (2) days with pay, if necessary for travelling, when the distance is significant to support this need. No time would be allotted for travel less than one and one-half (1 1/2) hours one way.
- c) Unused vacation credits may be taken in conjunction with bereavement leave, subject to the approval of the Supervisor. Approval of such extension shall not be unreasonably withheld.

## 22.07 Salary and Benefits

- a) Temporary employees shall receive the same salary as a regular employee including statutory holiday entitlements.
- b) Insured benefits are not available to temporary employees. The Society will pay temporary employees six percent (6%) of their regular straight-time hourly wages in lieu of benefits.

## 22.08 Where Temporary Positions Become Permanent

Where a temporary contract position has been ongoing for a continuous period of twelve (12) months, except when backfilling an

incumbent on an approved leave of absence or an absence due to illness or injury, that position shall be treated as a permanent position and filled in accordance with Article 24. For the purpose of article 22.08, it is understood the effective date for the implementation of this article is the date of ratification by the parties.

22.09 Break in Service

"Break in Service" and seniority shall be deemed to have occurred in cases of resignation and early retirement where the employee has been terminated for a minimum of fourteen (14) consecutive calendar days. Where the employer is unable to offer continued employment to a temporary employee and subsequently rehires the temporary employee within ninety (90) days, the employee shall be credited with the seniority accrued to the date of termination.

22.10 All above leave entitlements for temporary part-time employees shall be pro-rated.

**ARTICLE 23 - PERSONNEL FILES**

23.01 In the presence of the Director of Human Resources or designate, all employees may request to see their personnel file at any time provided adequate advance notice of the request has been made.

23.02 Discipline Particulars

- a) Employees shall be notified in writing of the particulars for discipline or discharge and a copy shall be sent to the Union.
- b) Similarly, should an employee be suspended or terminated, such action shall be confirmed in writing to the employee, with a copy sent to the Union.
- c) The employee must be given the opportunity to read and sign all reports, including formal evaluations, which are placed on their personnel file which pertain to the performance of their duties.
- d) All disciplinary letters or counselling letters on an employee's file shall be removed if the employee has not received any further disciplinary or counselling letters for a period of two (2) years, immediately following the placement of the last

disciplinary/counselling letter on their file. Leave of absence in excess of thirty (30) continuous calendar days will not count towards the twenty four (24) months period noted above.

## **ARTICLE 24 - JOB POSTING AND FILLING OF VACANCIES**

### 24.01 Job Posting

- a) When a vacancy exceeding 3 months is to be filled, or a new position is created inside the Bargaining Unit the Society shall post notice on bulletin boards designated for this purpose in the main building, at decentralized offices and on the electronic bulletin board. A copy of the notice shall be forwarded to the Union. The posting shall be for a minimum of seven (7) working days.

When a vacancy exceeding 3 months is to be filled, only the original vacancy and two resulting vacancies shall be posted. All other vacancies that occur as a result of having filled the original vacancy shall be filled at the discretion of the Society.

Vacancies that are not expected to exceed three (3) months including vacancies caused due to illness, accident and leave of absences may be filled at the discretion of the Society.

When filling such vacancies, the Society will give consideration to qualified and available bargaining unit employees prior to considering external applicants.

- b) Such notice shall contain the following information:  
  
Nature of position; qualifications; required knowledge and education; shift; wage or salary rate or range.
- c) If the employer is not to fill a position previously filled by a permanent employee within ninety (90) days, notification will be given to the Union.

24.02 The Society agrees not to place an outside advertisement to fill a vacancy until the notice is posted in accordance with Clause 24.01 and the Society agrees not to consider any outside applicants until all eligible internal applicants have been considered.

24.03 Unless waived at the Society's full discretion, all regular employees must complete a minimum of six (6) months in their current assignment or in the case of a temporary employee the last sixty (60) calendar days before the end of the temporary assignment before they will be considered for any posted positions within the Society or any transfer opportunities unless the opportunity results in a promotion. The Society will provide the rationale to the Union President or designate when exercising its full discretion. If in the opinion of the Union, it is exercised in bad faith, this matter shall be subject to Article 9. It is understood that casual employees are exempt from Article 24.03.

24.04 In the event that there are two (2) or more suitable applicants, and the Society has decided to fill the vacancy forthwith, the Society agrees to award the job to the successful applicant within twenty (20) working days of closing of the posting.

24.05 Selection

a) All cases of filling vacancies, new positions and transfers shall be based on the following factors:

i) skill, competence, reliability, and efficiency for a particular position;

and

ii) seniority.

Where, in the judgement of the Society, the qualifications in factor a) i) above are relatively equal, seniority shall govern.

b) Before the employee proceeds on transfer or a new position, they shall satisfy their Supervisor that case recording, reports and other duties of the position are up-to-date.

24.06 Transfer Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent.

## **ARTICLE 25 – SENIORITY AND PROBATION**

### 25.01 Seniority - General

- a) Seniority for regular employees in this Agreement shall be defined as the length of service with the Society since the last date of hire.
- b) If an employee voluntarily transfers to a position outside the Bargaining Unit, they shall retain their seniority accumulated to the date of leaving the Bargaining Unit, but will not accumulate further seniority. In the event the employee is transferred back to the bargaining unit, they shall be credited with their seniority accumulated to the date they left the Bargaining Unit provided they return to the bargaining unit within fifteen (15) months, or eighteen (18) months in the case of parental leave, or twenty four (24) months in the case of an LTD leave, and remains in the bargaining unit for a minimum of twelve (12) months.

### 25.02 Seniority - Termination

Seniority shall terminate and an employee shall cease to be employed by the Society when they:

- a) voluntarily quits or retires from their employment with the Society;
- b) is discharged and is not reinstated through the grievance or arbitration procedure;
- c) fails to return to work upon the termination of an authorized leave of absence, within seven (7) calendar days, unless a reason acceptable to the Society is given;
- d) is absent without authorization for three (3) working days during which time they not contacted the Society directly when they have had an opportunity to do so. Proof of the matter is the responsibility of the employee;
- e) fails to report for work within ten (10) working days of the date indicated in the notice delivered by registered mail sent by the Society following a lay-off, unless absent for reason satisfactory to the Society. The Society will not be responsible for the failure of a notice to reach such employee, if the employee fails to

provide in writing, by registered mail, any change of address or telephone number;

- f) is laid off for a period exceeding the recall period.
- g) Is absent due to illness or disability for a period of twenty four (24) months from the time the illness commenced. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

#### 25.03 Seniority - Accumulates

An employee shall be deemed to be in continuous service of the Society in the following circumstances only and seniority shall continue to accumulate:

- a) when actually at work for the Society;
- b) when absent on annual leave or paid special leave;
- c) when absent due to illness or non-occupational injury. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- d) when absent on pregnancy leave and/or parental leave under the provisions of the Employment Standards Act, 2000;
- e) when absent due to an occupational injury;
- f) when on an approved leave of absence for six (6) months or less;
- g) when on lay-off status for the length of the recall period.

#### 25.04 Probation - Seniority

An employee on probation will have no seniority rights during their probationary period. When an employee acquires seniority, their seniority dates back to the day on which their employment began.

#### 25.05 Probation - Termination

A probationary employee may be terminated at the sole discretion of the Society, so long as it is not arbitrary, discriminatory, or in bad

faith. No grievance may be submitted concerning the termination of employment or lay-off of a probationary employee. It is understood and agreed that any corrective action or communication concerning a probationary employee's performance shall not be the subject matter of a grievance.

#### 25.06 Probation - Period and Notice

- i) A regular full-time/temporary employee will be on probation for a period of nine (9) months of active service (Support staff six (6) months of active service). It is understood that "active service" will be deemed to include time actually worked where the employee is fulfilling the full requirements of their position. For employees required to complete the Authorization process, this would entail successful completion of the Authorization Candidacy Exam (ACE). If employment is to be terminated, the employee will be notified in writing at least fourteen (14) days prior to the expiration of the probationary period.
- ii) A regular part-time/temporary employee will be on probation until they has completed nine hundred (900) hours of work. If employment is to be terminated, the employee will be notified in writing prior to or by the time they has completed eight hundred (800) hours of work.
- iii) If no written notice is received from the Society within the set notice period, the employee will be deemed to have completed the probationary period.

#### 25.07 Seniority - Lists

- a) Posting Dates and Locations
  - i) Separate seniority lists for regular full-time employees, regular part-time employees, casual employees and temporary employees will be maintained and posted by the Society twice a year.
  - ii) Postings shall be made on January and July 15. When the 15th is not a working day, posting shall occur on the last working day prior to the 15<sup>th</sup>.

iii) The seniority list shall be posted on the Society's electronic bulletin board and secured website. A copy of the seniority list will be provided to the Union.

b) Challenges

i) If an employee does not challenge the position of their name on the seniority list within the first fifteen (15) working days of the date that the list is posted, provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing.

ii) In the event the employee is not at work when the list is posted, if the employee does not challenge the position of their name on the seniority list within five (5) working days from the date that they return, then they shall be deemed to have proper seniority standing.

25.08 Seniority - Calculations and Conversion Formula

a) Calculation of seniority shall be as follows:

i) Regular Full-time Employees - length of continuous service since the last date of hire.

ii) Regular Part-time and Casual Employees - the length of continuous service since the last date of hire expressed on the basis of the number of hours worked.

iii) For the purpose of seniority calculation, one (1) hour credit shall be provided towards seniority for each two (2) hours of sleep-over.

b) Conversion formula for seniority shall be as follows:

i) Where a full-time employee transfers to part-time or to casual status or vice versa, accumulated seniority shall be converted on the basis of one (1) year service equalling 1000 hours of service.

c) For the purpose of Clause 25.03 e), casual employee seniority shall accumulate on the basis of the number of hours that the employee worked in the month immediately preceding the absence outlined.

## **ARTICLE 26 - TRAINING AND DEVELOPMENT**

- 26.01 Employees, as a condition of employment, shall undertake, if asked to do so, special training courses or refresher courses at the expense of the Society, to participate in weekend workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to employees to develop their professional growth and leadership abilities.
- 26.02 Where an employee requests and is approved to attend a training session, a seminar, a conference, etc., which is related to the employee's duties, the Society may contribute in whole or in part towards expenses depending on funds available.
- 26.03 Training and Development - courses, conferences or conventions - when an employee is required to attend Training and Development course, conference or convention at the expense of the Society, the Society reserves the right to specify the means and the route of travel. The Society reserves the right to limit the amount of such expenditures. Where, however, the specified means of travel falls within Clause 27.01 the provisions of that Article shall apply.
- 26.04 The Society may allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Society's premises during the employees' lunch period or following the regular working day.
- 26.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a maximum period of four (4) months, during which they may acquire the skills necessitated by the new method of operation. Should a need for the acquisition of skills require a training period longer than four (4) months additional training methods and times shall be a subject for discussion and mutually agreed upon by the Society and the Union.

## **ARTICLE 27 - MILEAGE ALLOWANCE AND CAR INSURANCE**

### 27.01 Mileage Allowance

- a) Mileage shall be paid to employees using their own cars on Society business with the approval of the Society, which shall not be unreasonably denied.

Effective January 1, 2017 – \$0.53 a kilometre

Effective April 1, 2019 – \$0.535 a kilometre

Effective April 1, 2020 – \$0.54 a kilometre

### Car Insurance

- b) It is understood and agreed that employees using their personal cars on Society business shall acquire and maintain business insurance and not less than two million dollars (\$2,000,000.00) in third party liability coverage. The Society agrees to pay the employee a flat amount of twenty-five dollars (\$25.00) per month for provision of required insurance. Payment is contingent upon the employee providing proof of such insurance, satisfactory to the Society.

### Vehicle Ownership

- c) Ownership of a personal vehicle or access to a vehicle shall be a condition of employment for all employees who are required to use a vehicle in the performance of their duties.

Employees will be required to have appropriate car seat anchors in their vehicles in accordance with all applicable legislation.

Employees are responsible for ensuring that their vehicles are appropriately licensed and insured and that they meet Ontario Ministry of Transportation regulations.

### Cellular Phones

- d) In the interest of ensuring greater protection, safety and efficiencies for all bargaining unit staff, those employees who are required to utilize a cell phone as part of their job requirements shall purchase and maintain a cell phone for use in the performance of their duties. Accordingly, the Society and the Union agree to the following:

\$45.00 per month subsidy effective 1<sup>st</sup> of month following ratification

The Society will reimburse the employee the monthly subsidy upon receiving proof of purchase of a cell phone and providing that the cell phone number is on record with the Society. The employee will provide a copy of their monthly billing for the cell phone to support the reimbursement. The above subsidy is considered to cover all costs associated with having a cell phone for work purposes, with the exception that long distance calls made on employee's cell phones to conduct Society business will be reimbursed.

#### 27.02 Safety

The Society shall ensure that automobiles owned and/or operated by the Society for the use of employees in the discharging of their duties shall be checked at least once every two (2) months and shall provide maintenance essential to safety which shall include winter tires.

Provided one business days' notice, the Society shall make every reasonable effort to ensure that rented automobiles shall include winter tires.

### **ARTICLE 28 - MEALS AND ACCOMMODATION**

28.01 All employees when on assignment, required to travel and obtain accommodation at least one hundred and sixty (160) kilometers or more from their place of employment, may apply and receive an advance of two hundred dollars (\$200.00) per day for expenses from which meals, accommodation, travel and ground transportation shall be paid by the employee. Meal expenses shall be refunded to a maximum of fifty-five dollars (\$55.00) per day. Receipts for meals and accommodation expenses shall be submitted to the Society by the employee within two (2) weeks of the event. The employer reserves the right to restrict expenses if they are found excessive.

## **ARTICLE 29 – EMPLOYEE PROTECTION**

29.01 The Society shall provide legal counsel and protection to employees who are being sued in civil courts for any reason arising directly out of, or during the performance of, authorized Society duties, provided, on a finding of a court of competent jurisdiction, that the employee has not deliberately or negligently contributed to the cause of the action. The Society further agrees to pay costs arising therefrom.

The Society agrees that in situations where employees are preparing or participating in any proceedings under this provision, and on review the Society is satisfied that the employee has carried out the Society's mandate and/or service in good faith, in a professional manner; and provided that the employee has not committed a serious breach or dereliction of said duties and/or responsibilities, the employee may be entitled to either:

- i) A leave of absence with full pay and benefits provided for under this collective agreement; or
- ii) Another position which does not displace another employee and without loss of pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

29.02 The Society agrees to provide Penal Defence Insurance, in the amount of \$100,000 per employee per year, to a total of \$500,000 per year, for all employees within the bargaining unit. This insurance will be provided at no cost to the employees. All claims regarding this coverage will be made with reference to the insurance contract with the Carrier(s).

### 29.03 Insurance Claims

The Society agrees to pay the employee's deductible portion of their personal property or automobile policy to a maximum of \$500.00 provided:

- a) the claim arose in the direct course of duty;
- b) the employee has not contributed to the cause of the damage claim;
- c) the employee has taken proper steps to prevent the damage.

### **ARTICLE 30 - CORRESPONDENCE**

30.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or Director of Human Resources and the highest ranking elected officer of the bargaining unit or designate, as reported to the employer in writing by the Union.

### **ARTICLE 31 – LETTERS OF AGREEMENT**

31.01 Any Letter of Agreement that is entered into by the parties during the term of any collective agreement shall be deemed to expire with the then current collective agreement unless otherwise stated.

### **ARTICLE 32 – GENERAL**

32.01 The Employer agrees not to contract out work normally performed by members of the bargaining unit if such contracting out would directly result in the temporary or permanent loss of employment of any bargaining unit employee who would normally have performed the work.

### **ARTICLE 33 - TERM OF AGREEMENT**

33.01 This agreement shall remain in full force and effect from January 1, 2018 to December 31, 2020 and shall continue in force from year to year thereafter unless, no more than ninety (90) days before the date of termination and not less than thirty (30) days before the date of termination, either party furnishes the other with notice of termination or of proposed revisions of this Agreement.

33.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new Agreement is executed.

33.03 The parties agree that the employer will prepare the new Collective Agreement for review and sign off.

SIGNED AT Ottawa THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

\_\_\_\_\_  
Bennett  
\_\_\_\_\_  
Joanna  
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Briere  
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Mullard  
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**SCHEDULE "A" – CLASSIFICATIONS (CPW/CYC/ECE)**

<u>LEVELS</u>	<u>POSITION TITLES</u>
LEVEL 7	Child and Youth Counsellor Teacher, Headstart Program Facilitator, Volunteer Services
LEVEL 8	Child and Youth Counsellor – Family Support Services
CHILD PROTECTION I (CPWI)	Placement and Resource Assessment Worker Youth Resource Facilitator Youth Services Worker
CHILD PROTECTION II (CPWII)	Child Protection Worker Foster Care/Adoption Worker

**SCHEDULE "B" – CLASSIFICATIONS (Support)**

<b>LEVELS</b>	<b>POSITION TITLES</b>
LEVEL 4	Driver Volunteer Services
LEVEL 5	Records Clerk Unit Assistant Receptionist
LEVEL 6	Clerk, Accounts Payable Clerk, Finance Clerk, Office Services Law Clerk Legal Assistant Volunteers Program Clerk Non-Identifying Social History Writer/Researcher
LEVEL 7	Software Support Specialist
LEVEL 8	Property Management Coordinator
LEVEL 9	Programmer Analyst

## **SCHEDULE "C" - EXCLUSIONS**

<u>Current Level</u>	<u>Position Title</u>
9	Human Resources Advisor Payroll Administrator Senior Executive Advisor Network & Systems Administrator
8	Payroll/Finance Officer Communications Advisor
7	Executive Administrative Assistant Communications Administrator
6	Secretary to the Director, Services Secretary to the Director of Finance Human Resources Administrative Assistant

## SCHEDULE "D" – SALARY SCALES (CPW/CYC/ECE)

01 January to 31 December 2018  
1.70% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 06	Deleted	\$43,865	\$45,490	\$47,112	\$49,307	\$50,355	\$51,976	\$53,799			
Level 07	Deleted	\$50,170	\$51,952	\$53,802	\$55,726	\$57,730	\$59,814	\$61,981	\$64,151		
Level 08	Deleted	\$51,849	\$53,774	\$55,778	\$57,860	\$60,032	\$62,284	\$64,627	\$67,065	\$69,412	
CPW I	Deleted	\$55,181	\$56,488	\$58,491	\$60,570	\$62,740	\$64,998	\$67,341	\$69,780	\$72,338	\$74,869
CPW II	Deleted	\$60,152	\$61,537	\$63,705	\$65,962	\$68,305	\$70,742	\$73,275	\$75,912	\$78,665	\$81,419

01 January to 31 December 2019  
1.75% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 06	Deleted	\$44,633	\$46,286	\$47,937	\$50,170	\$51,237	\$52,886	\$54,741			
Level 07	Deleted	\$51,048	\$52,861	\$54,743	\$56,701	\$58,741	\$60,860	\$63,065	\$65,273		
Level 08	Deleted	\$52,757	\$54,715	\$56,754	\$58,873	\$61,082	\$63,374	\$65,758	\$68,238	\$70,626	
CPW I	Deleted	\$56,147	\$57,477	\$59,515	\$61,630	\$63,838	\$66,136	\$68,519	\$71,001	\$73,604	\$76,179
CPW II	Deleted	\$61,205	\$62,614	\$64,820	\$67,117	\$69,500	\$71,980	\$74,557	\$77,241	\$80,041	\$82,844

01 January to 31 December 2020  
2% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 06	Deleted	\$45,525	\$47,212	\$48,896	\$51,173	\$52,261	\$53,944	\$55,836			
Level 07	Deleted	\$52,069	\$53,918	\$55,838	\$57,835	\$59,915	\$62,078	\$64,327	\$66,579		
Level 08	Deleted	\$53,812	\$55,809	\$57,889	\$60,050	\$62,304	\$64,641	\$67,073	\$69,603	\$72,039	
CPW I	Deleted	\$57,270	\$58,626	\$60,705	\$62,863	\$65,115	\$67,458	\$69,890	\$72,421	\$75,076	\$77,703
CPW II	Deleted	\$62,429	\$63,866	\$66,116	\$68,459	\$70,890	\$73,420	\$76,048	\$78,786	\$81,642	\$84,500

## SCHEDULE "E"- SALARY SCALES (SUPPORT)

01 January to 31 December 2018

1.70% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 03	\$25,913	\$27,764									
Level 04	Deleted	\$36,526	\$38,165	\$39,808	\$41,446	\$43,170	\$44,678				
Level 05	Deleted	\$41,208	\$43,028	\$44,845	\$46,659	\$48,476	\$50,171				
Level 06	Deleted	\$46,444	\$48,161	\$49,875	\$51,594	\$53,311	\$55,031	\$56,959			
Level 07	Deleted	\$50,170	\$51,952	\$53,802	\$55,726	\$57,730	\$59,814	\$61,981	\$64,151		
Level 08	Deleted	\$51,849	\$53,774	\$55,778	\$57,861	\$60,032	\$62,284	\$64,627	\$67,065	\$69,412	
Level 09	\$66,475	\$68,934	\$71,484	\$74,130	\$76,871	\$79,714	\$82,722				

01 January to 31 December 2019

1.75% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 03	\$26,367	\$28,250									
Level 04	Deleted	\$37,165	\$38,833	\$40,505	\$42,171	\$43,925	\$45,460				
Level 05	Deleted	\$41,929	\$43,781	\$45,630	\$47,476	\$49,324	\$51,049				
Level 06	Deleted	\$47,257	\$49,004	\$50,748	\$52,497	\$54,244	\$55,994	\$57,956			
Level 07	Deleted	\$51,048	\$52,861	\$54,744	\$56,701	\$58,740	\$60,861	\$63,066	\$65,274		
Level 08	Deleted	\$52,756	\$54,715	\$56,754	\$58,874	\$61,083	\$63,374	\$65,758	\$68,239	\$70,627	
Level 09	\$67,638	\$70,140	\$72,735	\$75,427	\$78,216	\$81,109	\$84,170				

01 January to 31 December 2020

2.0% Scale Increase

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Level 03	\$26,894	\$28,815									
Level 04	Deleted	\$37,909	\$39,610	\$41,315	\$43,015	\$44,804	\$46,369				
Level 05	Deleted	\$42,768	\$44,657	\$46,542	\$48,425	\$50,311	\$52,070				
Level 06	Deleted	\$48,202	\$49,984	\$51,763	\$53,547	\$55,329	\$57,114	\$59,115			
Level 07	Deleted	\$52,069	\$53,918	\$55,838	\$57,835	\$59,915	\$62,078	\$64,327	\$66,579		
Level 08	Deleted	\$53,811	\$55,809	\$57,889	\$60,051	\$62,304	\$64,641	\$67,073	\$69,603	\$72,039	
Level 09	\$68,991	\$71,543	\$74,190	\$76,936	\$79,781	\$82,731	\$85,853				

**SCHEDULE "F"**

**SALARY SCALES  
HOURLY PAID EMPLOYEES – (CPW/CYC/ECE)**

	Jan. 01/18	Jan. 01/19	Jan. 01/20
CYC	\$20.07	\$20.42	\$20.82
CYC Sleep-over	\$6.99	\$7.11	\$7.25
Supply Teacher	\$17.61	\$17.92	\$18.28

**SALARY SCALES  
HOURLY PAID EMPLOYEES – SUPPORT**

	Jan. 01/18	Jan. 01/19	Jan. 01/20
Driver	\$13.75	\$13.99	\$14.27
Casual Receptionist	\$16.62	\$16.91	\$17.25

**SCHEDULE "G" – COMPENSATION RATE – AFTER HOURS SERVICE**

CHILD PROTECTION WORKER	01-Jan-18	01-Jan-19	01-Jan-20
Weekday Rate	\$185.67	\$188.92	\$192.70
Standby Shift	\$29.71	\$30.23	\$30.83
Standby Shift Weekend	\$121.13	\$123.25	\$125.72
Hourly Rate	\$27.66	\$28.15	\$28.71
Hourly Rate Standby	\$27.66	\$28.15	\$28.71
Weekend Rate	\$610.19	\$620.87	\$633.29
Statutory Holiday Rate	\$256.97	\$261.46	\$266.69
Statutory Holiday Standby Rate	\$66.85	\$68.02	\$69.38
Christmas/New Year's Day	\$331.21	\$337.00	\$343.74

For a weekday shift, the weekday shift rate applies and any hours over 4 active hours worked will be compensated at the employee's daytime hourly rate.

For a weekend shift, the weekend shift rate applies and any hours over 15 active hours worked will be compensated at the employee's daytime hourly rate.

For a statutory holiday, the statutory holiday rate applies and any hours over 4 active hours worked will be compensated at the employee's daytime hourly rate.

For Christmas/New Year's Day, the Christmas/New Year's Day shift rate will apply and any hours worked over 5 active hours will be compensated at the employee's daytime hourly rate.

It is understood that all Child Protection Workers engaged in the After Hours Services must have access to and maintain high speed internet service at their residence as a condition of continued employment in order to be eligible to receive after hours shift assignments.

Note: the parties agree that the rates provided for After Hours Service includes the cost associated with the purchase of high speed internet.

CHILD AND YOUTH COUNSELLORS	01-Jan-18	01-Jan-19	01-Jan-20
Weekday Shift	\$116.07	\$118.10	\$120.46
Weekend Rate	\$464.26	\$472.39	\$481.83
Friday 4:30pm to 8:00am Saturday	\$116.07	\$118.10	\$120.46
Saturday 8:00am to Sunday 8:00am	\$174.10	\$177.15	\$180.69
Sunday 8:00am to Monday 8:00am	\$174.10	\$177.15	\$180.69
Designated Standby as Assigned	\$28.04	\$28.53	\$29.10
Hourly Rate Standby Rate	\$20.07	\$20.42	\$20.82
Statutory Holiday Rate	\$154.76	\$157.47	\$160.61
Christmas/New Year's Day	\$193.86	\$197.25	\$201.20
Carrying a Pager	\$1.67	\$1.70	\$1.73

For a weekday shift, the weekday shift rate applies and any hours over 3 active hours worked will be compensated at the employee's daytime hourly rate.

For an extended weekend shift (Friday 4:30pm - Monday 8:30am), the weekend shift rate applies and any hours over 15 active hours worked will be compensated at the employee's daytime hourly rate.

For the Saturday 8:00am to Sunday 8:00am shift, the Saturday 8:00am to Sunday 8:00am shift rate applies and any hours over 5 active hours worked will be compensated at the employee's daytime hourly rate.

For the Sunday 8:00am to Monday 8:00am shift, the Sunday 8:00am to Monday 8:00am shift rate applies and any hours over 5 active hours worked will be compensation at the employee's daytime hourly rate.

For a statutory holiday, the statutory holiday rate applies and any hours over 3 active hours worked will be compensated at the employee's daytime hourly rate.

It is understood that all Child Protection Workers engaged in the After Hours Services must have access to and maintain high speed internet service at their residence as a condition of continued employment in order to be eligible to receive after hours shift assignments.

Note: the parties agree that the rates provided for After Hours Service includes the cost associated with the purchase of high speed internet.

## **SCHEDULE "H" - TECHNOLOGICAL CHANGE**

The Society undertakes to notify employees and the Union, where possible, at least six (6) months in advance, of any technological changes which the Society has decided to introduce which will change the status of employees within the Bargaining Unit.

The Society agrees to discuss with employees and the Union, prior to implementation, the effects of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects upon employees concerned.

The Society agrees, where reasonably practicable and necessary, to provide training to employees with respect to said technological changes. Such training will be provided when employees are required to perform the work of the technological change. Further, the Society agrees to discuss technological training programs at the Joint Consultation Committee before implementing significant technology change.

## **SCHEDULE "I" - LAY-OFF PROCESS**

The Society identifies positions related to program reductions. These positions become the surplus positions.

An affected employee is any of the following:

- i) an employee who occupies a position which is identified as surplus;
- ii) an employee who is displaced by an employee with more seniority;
- iii) an employee who is identified for lay-off.

The Seniority lists which are established within the organization and officially posted will be used within the process to establish the last in - first out basis.

### **PROCESS**

1. As part of consultation process, the Society agrees to discuss employee lay-offs with the Union prior to implementation, and to seek alternate options to achieve this goal.
2. The Society will notify the Union President in writing and meet with the JCC regarding the lay-off plan - affected services, surplus positions and present incumbents and the time frame for implementation.
3. The Society is responsible to determine the skills, competence and efficiency of affected employees and make an assessment, including a review of the employee's file and seniority, for a particular position.
  - a) where the skill, competence and efficiency for a particular position are relatively equal, seniority shall govern.
4. The assessment will be based on the job description and the skills and abilities profile of the particular position and the employee will need to meet the educational, linguistic, experience and other stipulated requirements of the particular position to qualify for reassignment.
5. Affected employees will be initially assessed in relation to other positions across the Society at the same classification and level and reassigned accordingly where the position is either vacant or where there is an opportunity for the employee to displace an employee with less seniority.

If the employee is assessed as not meeting the job description and skills and abilities profile for the same classification and level, or if there is no vacant position, or if there is no opportunity to displace an employee with less seniority, the affected employee will be assessed in relation to other positions across the Society at the same level.

Failing the ability to be reassigned at the same level, the affected employee will be assessed in relation to other positions at a lower classification and level and reassigned where the position is either vacant or where there is an opportunity to displace an employee with less seniority.

6. Where an affected employee has been reassigned in a lower classification and level, this employee will be given consideration to return to their former classification and level within a one year time frame provided a vacancy becomes available. This employee shall retain their salary for the first four (4) months of the reassignment. This employee would be priority listed and this list would be used in conjunction with the recall list. The return would be by meeting the criteria of the job description and skills and abilities profile and seniority. An assessment would be done only in the case when an affected employee would be considered for a position with a different job description from the position description they occupy.
7. Before implementation, the Society will share the results of the employee(s) assessment(s) with the Executive of the Union.
8. When the affected employee does not meet the requirements of the position or cannot displace an employee with less seniority than themselves, the employee will be laid off.
9. Prior to actioning the lay-offs, regular employees identified for lay-off will be given an opportunity to fill temporary assignments to the extent that such are available and that the employee is deemed to have the skills and abilities to perform the duties of the assignment. When an affected employee's lay-off is immediately extended by a temporary assignment, with no employment interruption, the employee's benefits will not be affected for the duration of the temporary assignment.
10. This process is considered least disruptive to service and clients and is fair to employees by appropriately recognizing seniority and the concept of last in first out.
11. The Society is prepared to assist the laid off employee in the following manner:

Depending on the availability of funds, provide for comprehensive out placement counselling and/or individual assessment of need by an external consulting firm.

- Establish a Resource Room to provide an area where the employee can prepare for job search. This room would only be established when there is justification that it would be utilized.
- Arrange for employee counselling through Human Resources Development Canada with respect to EI benefits.
- Provide employee with booklet/material on career search.
- Issue mailings of jobs/postings which may be of interest.
- Provide EAP Information Session and Counselling if necessary.
- Provide verbal/written reference if requested by the employee.

## **LETTER OF UNDERSTANDING # 1**

### WORKLOAD (CPW/CYC)

#### 1. Purpose

The Society recognizes its mandate to provide services in accordance with the *Child and Family Services Act* and to comply with current Ministry standards. It is the responsibility of the Society to manage the resources allocated to the Society by the Ministry of Children and Youth Services to fulfill its mission and the legislated mandate. The Society and the Union agree to work collaboratively to achieve the Society's objectives and to promote the best interests, protection and well-being of children and youth. In recognizing that there is a limit to the capacity of all employees, it is the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continued interest in the individual and collective well-being of all staff. It is agreed that service requirements fluctuate and are reviewed on an ongoing basis with the goal of achieving an equitable and reasonable distribution of work.

#### 2. Assignment of Cases

The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage work and to promote the equitable and reasonable distribution of work. Factors to be taken into consideration prior to assigning cases may include and are not limited to the following:

- number of cases before the court
- number of designated high risk cases
- number of supervised access visits
- amount of driving time required
- linguistic skills required to service the cases
- status of all cases (eg. number pending closure/transfer)
- team coverage capacity
- leaves of absence, including vacation and sick leave
- complexity of cases affecting service needs
- assigned committee work/field instruction
- implementation of new technology and systems
- participation in joint committee work and dispute resolution
- coaching and mentoring of new staff

- requirement to attend or present at training sessions
- high profile and/or contentious cases

The Society agrees within ninety (90) days to establish a review process across all service areas in Child Protection to determine how investigation case assignments occur when employees are preparing for authorized leave of two (2) weeks or more or returning from authorized leave. This process will be lead by the joint workload committee with the goal of ensuring a fair and standard process for file assignments in the above situations.

### 3. Management and Review of Work

The Society recognizes the importance of reviewing the capacity of the organization to meet and plan for changing service requirements. This organizational analysis will include and not be limited to the following factors:

- Society's mission and vision
- strategic priorities
- caseload activity for individual employees, teams and departments
- actual and projected service volumes
- results of environmental scans
- issues related to organizational wellness
- organizational analysis of capacity
- ability of the Society to meet standards and Ministry directives

The results of this analysis in addition to any recommendations or actions taken related to staffing and caseload assignment will be discussed at the Joint Consultation Committee.

### 4. Joint Consultation Committee

Work management and staffing issues will be discussed as a standing agenda item at the Joint Consultation Committee. The meetings of the Joint Consultation Committee will be scheduled in accordance with the terms and conditions of the Collective Agreement.

### 5. Workload Committee

The Joint Workload Committee will be comprised of three (3) representatives from OPSEU and three (3) representatives from the Society's management.

The Committee will meet every month and shall be co-chaired by a management and union representative.

The Workload Committee will operate according to the Terms of Reference established for the Committee and will make recommendations on the following to the Administrative Committee:

- alternate models for work;
- differential use of staff; and
- reviewing work management issues, including but not limited to, the hiring of more workers to reduce average caseloads.

#### 6. Individual Assessment

The team supervisors and service managers/directors shall monitor individual, team, and departmental workload demands on a monthly, and on an as required basis. The workload results by team and department will be made available on a monthly basis.

Where an employees' workload approaches or exceeds the range maximum over the averaged period, the following "Workload Review" shall be initiated by the supervisor using the agreed upon tools. The employee and supervisor will conduct an assessment of the employee's workload in order to determine whether the individual's caseload exceeds or is likely to exceed the workload range. This may also include a consideration of a number of factors including:

- The number of cases before the court
- The number of designated high risk/complex cases and cases pending closure/transfer
- The number of supervised access visits
- The amount of required driving time
- Required team coverage, leaves of absence and accommodation requirements
- Training requirements (e.g. New Worker training, introduction of new technology and systems)
- Committee work/mentoring new staff or students
- Exceptional workload incurred through temporary coverage responsibilities or protected caseloads.

If the employee and the supervisor conclude that the employee's caseload "exceeds" the range maximum, the supervisor shall initiate steps in response, including but not limited to the following:

1. Where the range maximum has been exceeded, efforts would be made not to assign further cases until the caseload has fallen below the maximum and,

2. Other duties, which can be reasonably redirected, will be determined and the supervisor will make such arrangements as soon as possible.

If the employee's caseload is "approaching" the range maximum, the supervisor will assess the capacity for new cases among other team members and consider assignments to others before assignment to the individual whose workload is being reviewed. It is understood that employees cannot refuse to accept a case based on workload issues.

- i) The Supervisor and the employee will each retain a copy of the workload alert and a copy of the written plan. Where an employee's caseload is at/or exceeds the range maximum, the Union President or designee shall receive a copy of the workload alert and a copy of the written plan.
- (ii) Where the employee and the supervisor are unable to develop an agreeable plan under this letter, the employee may request a meeting with the designated service manager/director and a designate from the Union within 10 days to establish a plan. If the parties are unable to come to an agreement on workload that applies to the foregoing, the matter shall be grievable by the Union. It is understood that this provision shall not restrict an employee's right to file a grievance over a violation of other clauses in the collective agreement.

#### 7. Caseload Ranges (averaged over one month)

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

Investigation	8 -13 active cases
Ongoing	15-18 active cases
Child in Care	15-18 active cases
CCSY/RYS	20-25 active cases

For purposes of mixed caseloads, the applicable workload range shall be based on the predominant function.

Active cases as outlined above shall include Other Child Welfare cases. It is understood that Community Links are excluded from the above caseload ranges.

An active investigation case does not include a case slated for closure in accordance with the appropriate Ministry Standard.

The designated caseload ranges will be subject to discussion at the Workload Committee in the event that the model for providing service is amended.

The Society further agrees that where an employee is approaching the range maximum, they will work together with their supervisor to schedule recording time to complete case documentation and/or work on an as needed basis. Where an employee's caseload is at/or exceeds the range maximum, they will work together with their supervisor to schedule protected recording time. The appropriate recording time as outlined above shall normally be subject to supervisory approval and service needs but will not be unreasonably denied. Should attendance to service needs result in the cancellation of the recording time as outlined above, an alternative time shall be scheduled.

It is agreed that should a position be significantly altered or a new position be created, the Workload Committee will be consulted and data to support the new workload range shall be reviewed as a committee. Should the parties not agree in regards to a newly created position range, the range shall be subject of the grievance procedure.

This letter of agreement is subject to renewal at the expiration of the Collective Agreement.

SIGNED AT Ottawa THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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Bennett  
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James Cliff  
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C. Keenan  
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Mullard  
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D. Hoff  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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M. C. Cavan  
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*Chris Lambley*

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## LETTER OF UNDERSTANDING # 2

Re: WORKLOAD (SUPPORT)

### 1. Purpose

The Society recognizes its mandate to provide services in accordance with the Child and Family Services Act and to comply with current Ministry standards. It is the responsibility of the Society to manage the resources allocated to the Society by the Ministry of Community, Family and Children's Services to fulfill its mission and the legislated mandate. The Society and the Union agree to work collaboratively to achieve the Society's objectives and to promote the best interests, protection and well-being of children and youth. In recognizing that there is a limit to the capacity of all employees, it is the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continued interest in the individual and collective well-being of all staff. It is agreed that service requirements fluctuate and are reviewed on an ongoing basis with the goal of achieving an equitable and reasonable distribution of work.

### 2. Joint Consultation Committee

Recommendations or actions taken related to staffing and assignments will be discussed as a standing agenda item at the Joint Consultation Committee. The meetings of the Joint Consultation Committee will be scheduled in accordance with the terms and conditions of the Collective Agreement.

The Employer agrees to post two (2) temporary contract Unit Assistant Floater position for a term of twelve (12) months; one (1) Unit Assistant Floater position for Protection and one (1) Unit Assistant Floater position for Resources.

This letter of agreement is subject to renewal at the expiration of the Collective Agreement.

SIGNED AT OTTAWA THIS 10<sup>th</sup> DAY OF JULY, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

Nelson Kim Ferguson

Joanna Cuff  
Leah Keenan  
Munford  
B. H. O. J.  
D. H. J.

M. O. M.  
M. C. C. C.  
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### **LETTER OF UNDERSTANDING # 3**

#### WELLNESS STRATEGY (FOR REGULAR AND TEMPORARY EMPLOYEES ONLY)

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:

- Year 1 - \$1,250
- Year 2 - \$1,250
- Year 3 - \$1,250

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.
- v) For the purposes of clarification, active employees who qualify for the Health Spending account shall include, but not be limited to, employees on maternity and/or parental leave, jury duty, union leave, WSIB, LTD up to twenty-four (24) months, employees over the age of 65.

vi) The health spending account balances can be carried over for one calendar year.

SIGNED AT Ottawa THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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Joanne Cluff  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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## **LETTER OF UNDERSTANDING # 4**

### **WORKER SAFETY RISKS AND INCIDENTS**

#### **POTENTIAL SAFETY ISSUE AND/OR RISK**

The Society recognizes that due to the nature of child protection work, there is a heightened risk associated with the provision of services to children and families. In the event that an employee identifies a potential safety issue and or risk while in the direct performance of their duties, the employee shall:

- Immediately discuss with their supervisor any concerns related to the safety of the employee or the safety of others;
- Meet with the Supervisor and assess the degree of risk and develop a plan, in accordance with the Society's Worker Safety in Child Protection Services Procedure, to ensure the safety of the employee while in the performance of their duties.

In the event that the employee and their Supervisor are unable to reach agreement on a safety plan, the Supervisor and the employee shall:

- Seek consultation from the Department Manager and one of the Certified Health and Safety members.

#### **WORKER INCIDENTS**

In a situation where an employee is threatened, stalked or assaulted in the course of their duties, the employee shall immediately report the incident to their supervisor and where feasible, assist the supervisor in completing the Incident/Accident Report Form in accordance with the Society policy for Incident/Accident Reporting Procedure. The full content of these reports shall be reviewed by co-chairs of the Joint Health and Safety Committee on a bi-weekly basis and the summary of these reports reviewed by the full committee at the monthly Joint Health and Safety Meetings.

The employee will be relieved of all responsibilities and provided with time off for the rest of their shift or work period, unless the worker elects to remain at work.

The employee and their supervisor or designate shall meet as soon as practical to review the incident and report in detail to determine if a formal Safety Planning meeting or Critical Incident Review Committee meeting is necessary in accordance with Society Policies and Procedures.

SAFETY PLANNING/CRITICAL INCIDENT REVIEW COMMITTEE MEETINGS

Should a meeting be deemed necessary, a Union representative shall be contacted and invited to attend. Should the Union representative not be available to attend, they will be provided with the Minutes of the meeting within two (2) business days.

The Society may approve up to two (2) days off with pay on a case by case basis where the leave would not be covered by the WSIB.

SIGNED AT Ottawa THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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Magnum  
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Frick  
Jose  
Christy

**LETTER OF UNDERSTANDING # 5**

**FOSTER CARE, ADOPTION RESOURCES, KINSHIP SERVICES – WORKLOAD**

The parties agree to discuss the issues of appropriate caseload ranges for Foster Care, Adoption Resources and Kinship Services with the Workload Committee.

SIGNED AT OTTAWA THIS 16<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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*Bennett*  
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*Joanne*  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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*Mann*  
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*Frank Lang*  
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*Jose*  
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*Chapman*

**LETTER OF UNDERSTANDING # 6**

**USE OF VOLUNTEER DRIVERS**

The employer and the union jointly recognize the contributions that volunteers can make to the Society and the importance of this involvement from the public's perspective.

As such, the parties agree that the current structure of two (2) permanent part-time bargaining unit positions for driver – volunteer services, will continue to exist with the use of volunteer drivers to enhance this service throughout the life of this agreement.

SIGNED AT OTTAWA THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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**LETTER OF UNDERSTANDING # 7**

**SUPERVISORS PROVIDING ASSISTANCE**

The parties agree that there are situations where employees may ask their supervisor to assist with a task and that there is value in having this flexibility. However, it is understood that supervisors should not be performing work of their staff for an extended period of time.

Effective within ninety (90) days of ratification of the Collective Agreement, the parties agree to begin discussions to identify situations that may arise where supervisors may carry work of their staff for a period of time.

SIGNED AT OTTAWA THIS 16<sup>th</sup> DAY OF JULY, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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**LETTER OF UNDERSTANDING # 8**

**QUALITY PUBLIC SERVICES**

The Employer and the Union share a commitment to ensuring that the citizens of Ontario receive quality public services delivered in an effective and professional manner by public sector employees. The parties agree to explore options to improve and enhance the delivery of public services and that new services offered meet the highest possible standard.

As such, the Employer is committed to continuing to lobby with the Provincial Government, and through the annual budget process when appropriate, in order to ensure the continuation of high quality service to our clients and our communities through increased funding to the sector.

SIGNED AT OTTAWA THIS 10<sup>th</sup> DAY OF JULY, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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**LETTER OF UNDERSTANDING # 9**

**CAS WORKERS AT RISK**

The Parties accept the findings of the report, CAS Workers at Risk (2014), on worker safety in Ontario CASs as accurate, current and demonstrative of safety issues faced by CAS workers at all levels and positions within the Agency. The Parties further recognize both their joint and separate responsibilities and duties under the Occupational Health and Safety Act. Therefore, the Parties agree to fully cooperate and endeavour to institute all recommendations contained within the report that are identified as being required to be achieved at the Agency level by utilizing the resources at their disposal including, but not limited to, the Joint Health and Safety Committee. The Parties agree that full disclosure, joint discussion and consultation are integral parts of the process at all levels to properly achieve the recommendations of the Report and the Parties agree that no decision shall be instituted in isolation or in an arbitrary manner.

SIGNED AT OTTAWA THIS 16<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

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*Bennett*  
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*James*  
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*McNeill*  
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*Murphy*  
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*Ward*  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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*Nelson Ken Zygmunt*  
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*MOH*  
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*M. Cuzner*  
\_\_\_\_\_  
*Moravsky*  
\_\_\_\_\_  
*Pick*  
\_\_\_\_\_  
*Frank Langton*  
\_\_\_\_\_  
*John Pegg*  
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*Chris Pembrey*  
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**LETTER OF UNDERSTANDING # 10**

**VOLUNTARY YOUTH SERVICE AGREEMENT (VYSA)**

Effective January 1, 2018, an amendment to the Child & Family Services Act was passed resulting in the creation of a new case type for youth who are 16 -17 years of age called a Voluntary Youth Service Agreement (VYSA). Given how new this case type is, and the absence of data related to the work associated with this new case type, the parties agreed to meet and review all available data related to this case work one (1) year from the date of ratification of this Collective Agreement. It is agreed that this review will take place through the joint workload committee.

Should there not be sufficient data available within the timeline prescribed above, the timeline for this review may be extended upon mutual agreement.

SIGNED AT Ottawa THIS 10<sup>th</sup> DAY OF July, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

\_\_\_\_\_  
*A Bennett*  
\_\_\_\_\_  
*Joanne Cliff*  
\_\_\_\_\_  
*Michelle Keirip*  
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*Mufad*  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

\_\_\_\_\_  
*Nelson Kim Laguna*  
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*[Signature]*  
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**LETTER OF UNDERSTANDING # 11**

CELL PHONES

The Employer has expressed its intent to provide a Society issued cell phone to employees who are required to utilize a cell phone as part of their job requirements. The cell phones will be issued to affected employees by the Employer during the course of this Collective Agreement.

Effective within three (3) months of ratification of this Collective Agreement, the parties agree to discuss and review the implementation plan and the new and/or revised policies and procedures through the Joint Consultation Committee.

SIGNED AT OTTAWA THIS 10<sup>th</sup> DAY OF JULY, 2018

FOR THE CHILDREN'S AID SOCIETY  
OF OTTAWA

\_\_\_\_\_  
Bennett  
Joanne  
Kegris  
Mullard  
DAS  
\_\_\_\_\_  
\_\_\_\_\_  
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FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

\_\_\_\_\_  
Nelson Forteguna  
MA  
M. Carter  
Manning  
\_\_\_\_\_  
Humphreys  
\_\_\_\_\_  
Ching  
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