

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 116**

and

Children's Aid Society of London and Middlesex

**Social Work Staff/Child Protection Workers/Residential Staff/
Clerical and Support Staff/Child and Youth Workers**

DURATION: April 1, 2019 – March 31, 2022



Sector 4
1-116-5038-20220331-4

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ARTICLE 1 - PURPOSE

- 1.01 By Letter of Understanding, dated December 3, 1992, the parties agreed to combine the four collective agreements into a single Collective Agreement. The Bargaining Units were as follows:
- (a) Clerical and Support (1974)
 - (b) Social Work/Residential (1979)
 - (c) Part-time Social Work/Residential (1979)
 - (d) Family Support/Homemaker (1989)
- 1.02 The 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 give service to the public in accordance with the *Child, Youth and Family Services Act*, R.S.O. April, 2018, as amended, as well as the community mandate which the United Way of Greater London funds, 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 by this Agreement to be the duty of the Society and its employees to co-operate fully, individually and collectively for the advancement of the said aforementioned objectives.

ARTICLE 2 - RECOGNITION

- 2.01 The Society recognizes the Union as the sole and exclusive bargaining agent for all persons employed by the Children's Aid Society of London and Middlesex, save and except Supervisor and persons above the rank of Supervisor, Program Coordinators, Senior Counsel, Executive Assistant, Department Director's Secretaries, Human Resources Assistant, and Assistant Manager of Computer Operations.
- 2.02 The Society recognizes and will maintain the practice of designating full-time and part-time employees. In this Agreement part-time employees shall be those who regularly work twenty-four (24) hours or less per week.
- 2.03 Regular part-time staff refers to employees whose hours of work are scheduled in advance. Casual part-time staff refers to employees who are available for double staffing purposes and employees called to work to cover in the event of another employee not showing for work.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Society and the Union agree that there will be no intimidation, discrimination, interference, restraint, bullying, coercion or harassment 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.

The parties agree to include the following definition of Bullying/Psychological Harassment in the Employer's Employment Harassment Policy:

Bullying/psychological harassment refers to any vexatious behaviour that is known or ought reasonably to be known to be unwelcome and that:

- takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate; and/or
- affects an employee's dignity, or psychological or physical integrity; and/or
- results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to, the following:

- berating/belittling an individual;
- repeated unwarranted criticism;
- undermining or deliberately impeding a person's work;
- spreading malicious rumours or gossip that is not true;
- physical gestures intended to intimidate, offend, degrade or humiliate an individual.

- 3.02
- a) The Society and the Union agree that there will be no discrimination or harassment or bullying against any employee because of their race, creed, colour, gender, sexual orientation, handicap, marital status, gender identity/gender expression, nationality, ancestry, or place of origin.
 - b) At the regular meetings with the OPSEU Local President or designee and the Director of Human Resources, there will be updates provided regarding accommodation steps taken on an ongoing basis which impact other bargaining unit employees or as requested by a bargaining unit employee to address the corresponding duty of the Society and the Union under the Human Rights Code, all the while maximizing confidentiality.

- 3.03 The Society agrees to acquaint new employees with the fact that a Union agreement is in effect and the Union shall provide them with a copy of the existing Collective Agreement. The Society further agrees to provide the Union with the names of new employees as hired and to provide a reasonable amount of time for a shop steward to introduce new employees to the Union.
- 3.04 It is agreed that the parties shall share equally the cost of printing the Collective Agreement in booklet form. All printing shall be done by the Society or OPSEU Head Office in accordance to an agreed upon size.
- 3.05 The Society and the Union will implement and provide joint training to all existing and future employees on the Society's policy titled "Employment Harassment." The Union and the Employer agree to meet within ninety (90) calendar days of the ratification of the collective agreement to discuss the joint training program and how it is to be implemented.

ARTICLE 4 - RELATIONSHIP

- 4.01 The parties hereto mutually agree that all employees of the Society covered by this Agreement shall become Union members.
- 4.02 The Society agrees to deduct from the monthly payroll of all persons who are members of the bargaining unit beginning on the first day of employment, an amount equivalent to the dues (including union dues on any retroactive payment), as prescribed by the Union. The Society agrees to remit the amount as dues, together with a record and social insurance number of those from whom pay said deductions have been made by the 15th day of the following month, to the Head Office of the Union.

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 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, suspend and discipline or discharge any employee provided that a claim by an employee that they have been discharged or otherwise disciplined without just cause, or improperly demoted or transferred, may be the subject of a grievance and dealt with as hereinafter provided. It is

understood that there would be a lesser standard of cause in the event of the discharge of a probationary employee than which would be applied in the case of discharge of a seniority employee;

- (c) make, alter and enforce, from time to time reasonable rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with provisions of this Agreement and the *Ontario Human Rights Code* and are in conformity with the *Employment Standards Act*;
- (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 content of jobs; the schedules of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the express provisions of this Agreement.

5.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Society's reasonable rules, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 6 - UNION REPRESENTATION

6.01 For the purpose of this Article, the Society agrees to recognize the employees as Union Local 116, hereinafter called "the Union". All references to the Union, its officers and members, unless otherwise specified, shall also refer to the Local, its officers and members.

6.02 The Society agrees to recognize the following Union committees: an Executive Committee, a Grievance Committee, a Negotiating Committee, an Employer/Employee Relations Committee, a Workload Committee (as a Sub-Committee of EERC), a Health and Safety Committee, a Psychological Health and Emotional Well-being in the Workplace Committee (as a Sub-Committee of the Health and Safety Committee) and an Accommodation Committee.

6.03 For the purposes of this Article, the name and position of each of the committee members from time to time selected shall be given to the Society

in writing, and the Society shall not be required to recognize any such committee members until it has been notified.

- 6.04 The Society undertakes to instruct all of its managerial employees to co-operate with the committee members in the carrying out of the terms and requirements of this Agreement.
- 6.05 The Union undertakes to secure from its committee members and members their co-operation with the Society and with all persons representing the Society in a managerial capacity.
- 6.06 The privilege of committee members to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Society, except for conciliation or arbitration proceedings;
 - (b) the time shall be devoted to the prompt handling of necessary Union business;
 - (c) the committee members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld;
 - (d) the Society reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.07 All committee members shall have completed their probationary period.
- 6.08 Where there are no eligible employees who have completed their probationary period, and it is necessary to appoint a committee person to represent the employees, the Society agrees to recognize an appointment which does not meet the requirements of Article 6.07.
- 6.09 The Union will be allowed to hold meetings and to sponsor educational functions on the Society's premises provided permission for such meeting is obtained in advance from the Director of Human Resources.
- 6.10 Except as provided in Article 6.13(f), it is understood and agreed that, either party may be represented or assisted by an outside representative at any meeting of the committees listed in Article 6.02.

6.11 Grievance Committee

For purposes of processing employee grievances, the Grievance Committee shall be composed of two (2) members including the chief steward, or their designate and the steward from the appropriate division.

6.12 Negotiating Committee

For the purposes of negotiations the Employer acknowledges the right of the employees to select a negotiating committee of up to seven (7) representatives (2 of which at least to be Child Protection Workers) and will recognize said committee and OPSEU representatives for contract negotiating purposes.

6.13 Employer/Employee Relations Committee

- (a) For the purpose of consulting on matters of general and mutual interest the Employer/Employee Relations Committee shall be composed of an equal number of employer/employee representatives (up to five [5] from each).
- (b) The Committee shall meet at regular intervals, and/or at the initiative of either party. Agenda items may be advanced by any member of the Committee.
- (c) Minutes are to be taken by the Human Resources Administrative Assistant or designate.
- (d) The Committee shall deal with matters of general and mutual interest, including services to the public with the aim of preventing conditions which could lead to serious Union-Management problems.
- (e) The Committee shall not deal with matters covered by the Collective Agreement, and shall not act as a substitute for the Collective Agreement.
- (f) It is understood and agreed that the parties shall not have any outside representation at any Employer/Employee Relations Committee. The subject matter or conduct of the parties at the Employer/Employee Relations Committee meetings shall not become the subject matter of any discipline (except for discipline issued for just cause) which may be the subject of a grievance, arbitration or complaint.

6.14 Health and Safety Committee

In accordance with the *Occupational Health and Safety Act*, the employer recognizes the Health and Safety Committee (up to five [5] from each plus the Co-Chairs). In the event the Society operates from additional sites, the parties will need to determine the appropriate representation including the number of representatives.

6.15 Accommodation Committee

For purposes of processing accommodation needs of employees, the Accommodations Committee shall be composed of two (2) members including the 1st Vice President, or their designate and the member requiring an accommodation.

6.16 The Local Union President's workload and Chief Steward's workload will each be reduced by fifty percent (50%) without loss of pay or credits. In addition to the above, the Local Union 1st Vice-President will have their workload reduced by twenty-five percent (25%) to deal with issues of accommodation as long as the Joint Accommodations Sub-Committee exists. The Local Union 2nd Vice-President will have a fifteen percent (15%) reduction in workload to allow for time spent on the Joint Health and Safety Committee.

ARTICLE 7 - NO STRIKES - NO LOCK-OUTS

7.01 There shall be no strikes, slowdowns or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relations Act*, R.S.O. 1993 as amended.

7.02 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.

7.03 The Employer agrees that the Union may file an unfair labour practise charge if the Employer engages in such a lockout.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to working conditions and the interpretation, application, administration or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable.
- 8.02 It is understood and agreed that the grievor may be assisted by their Grievance Committee member(s) at all steps of the complaint or grievance procedure.
- 8.03 It is understood and agreed that the grievor may be assisted by the O.P.S.E.U. representative at all steps of the grievance procedure.
- 8.04 It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure below. 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. The employee may be accompanied by their steward if they so desire. If upon the completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner.

Step No.1

The employee must submit a written grievance to the Supervisor. The grievance shall specify the Article or Articles of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved. A meeting shall be arranged to discuss the grievance. The employee may be accompanied by their committee member. The member of management to whom the grievance was submitted shall submit the answer in writing within ten (10) working days of the filing of the grievance at Step No.1.

Step No.2

Failing settlement of the grievance at Step No. 1, or failure of the appropriate member of Management in Step No. 1 to submit the reply within the prescribed period, the employee shall present the grievance in writing to the Department Director/Manager of the Society within five (5) working days from the time the reply is received or should have been received in Step No. 1. A meeting shall be arranged to discuss the grievance. The Department Director/Manager shall have five (5) working days from the date of receipt to render a decision. Such decision shall be in writing.

Step No.3

Failing settlement of the grievance at Step No. 2, or failure of the appropriate member of Management in Step No. 2 to submit the reply within the prescribed period, the employee shall present the grievance in writing to the Director of Human Resources within five (5) working days from the time the reply is received or should have been received in Step No. 2. A meeting shall be arranged to discuss the grievance. The Director of Human Resources, shall have five (5) working days from the date of receipt to render a decision. Such decision shall be in writing.

ARTICLE 9 - ARBITRATION

- 9.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 8 and which has not been settled will, at the written request of either of the parties, within ten (10) working days of receipt of the reply at Step No. 3, be referred to a Board of Arbitration.
- 9.02 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 person to act as Chairperson chosen by the other two (2) members of the Board, or the parties can mutually agree on the use of a single Arbitrator.
- 9.03 Within ten (10) working 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) working days requesting appointment of a nominee.
- 9.04 Should the person chosen by the Society to act on the Board and the person chosen by the Union fail to agree on a third person within ten (10) working days of the notification mentioned in 9.03 above, within three (3) working days thereof the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson. Such request shall be made by the party wishing to further process the grievance.
- 9.05 The Arbitration Board or Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.06 For purposes of this Agreement, the decision of a majority is the decision of the Arbitration Board or Arbitrator, but if there is no majority the decision of the Chairperson governs.

- 9.07 The Board of Arbitration or Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.
- 9.08 Each of the parties to this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the Chairperson.
- 9.09 No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration or Arbitrator.

ARTICLE 10 - POLICY AND GROUP GRIEVANCES

- 10.01 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 persons 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 arbitration in the same way as a grievance of an employee.
- 10.02 Similarly, the Union shall have the right to process policy grievances which could not otherwise be processed by individual employees.
- 10.03 All policy grievances shall be initiated in writing at Step No. 3 of the grievance procedure.
- 10.04 On mutual agreement of the parties, grievances arising out of the same matter may be consolidated as a "group grievance".

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

- 11.01 A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Human Resources, at Step No. 3 of the grievance procedure within seven (7) working days after the former employee ceases working for the Society and, for the purposes of this Article, Steps No. 1 and 2 shall be waived. It is understood that there would be a lesser standard of cause in the event of the discharge of a probationary employee than which would be applied in the case of discharge of a seniority employee. Such special grievance may be settled by mutual agreement at any time, including after the release of the arbitration award, by:

- (a) confirming the Management's action in dismissing or suspending the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties.

11.02 A discharged employee shall be advised in writing within three (3) working days of the reason for discharge.

ARTICLE 12 - TIME LIMITS

12.01 Notwithstanding Section 48, subsection (16) of the *Ontario Labour Relations Act, R.S.O., 1970*, as amended, for purposes of Articles 8, 9, 10 and 11, and all grievances processed thereunder, where there is a continuing liability, all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedures, 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 as prescribed.

12.02 Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing.

12.03 For purposes of Article 8, 9, 10 and 11, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 13 - SENIORITY

13.01 Seniority, as referred to in this Agreement, shall mean length of continuous service, from the last date of hire, in the employ of the Society and shall be on a bargaining unit-wide basis. For part-time residential and part-time child and youth worker employees, seniority shall be the total number of accumulated hours from the date of employment. An employee shall be deemed to be in continuous service of the Society and shall accumulate in the following circumstances only:

- (a) when absent from work due to lay-off, sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months;

- (b) when off due to an approved leave-of-absence pursuant to an entitlement under the Employment Standards Act, WSIA, then seniority will continue to accumulate for the first eighteen (18) months of such leave. (Note: short-term leaves under thirty (30) calendar days will not interrupt seniority accumulation.);
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Society;
- (e) when on maternity leave.
- (f) For part-time Emergency Duty employees who do not have other employment with the Society, seniority will commence on the date of employment with the Society and shall be based on the number of hours on call divided by four (4).

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

- (a) voluntarily quits their employment with the Society;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) in the case where a part-time employee is off the payroll for a continuous period of six (6) months, except that pregnancy and parental leaves under the *Employment Standards Act*, absences while in receipt of W.S.I.B. as a result of a Society incident, and absences due to illness verified by a medical report, will be excluded in calculating the six (6) month period. In order to exclude these time periods, it is necessary for the employee to notify the employer prior to or at the commencement of the absence(s).
- (d) fails to return to work upon the termination of an authorized leave-of absence within five (5) working days unless a reason acceptable to the Society is given;
- (e) accepts gainful employment while on a leave-of absence without first obtaining the consent of the Society to be confirmed in writing. Consent is not to be unreasonably withheld if there would be a likelihood of the employee returning with further skills and/or experience that will be valuable to the Society;
- (f) is absent without leave for three (3) consecutive working days during which time they have not contacted the Society directly when they

have had an opportunity to do so. Proof of the matter is the responsibility of the employee;

- (g) fails to report for work following notice of recall as referred to in Article 15.09;
- (h) is absent due to illness or injury for a period of twenty-four (24) months where the medical prognosis for future employment and attendance on a regular basis is poor. It is intended that this provision will be interpreted in accordance with the *Ontario Human Rights Code*.

13.03 Employees in management/excluded positions will be eligible to receive credit for previously accrued bargaining unit seniority (if any) under the following conditions:

- (a) A bargaining unit member who assumes a non bargaining unit position shall not accrue seniority in the bargaining unit during the acting assignment. Such employee shall maintain their bargaining unit seniority for a period of one year. By mutual agreement only, seniority may be maintained further for a period of up to six (6) months maximum.
- (b) The Society shall submit, in writing, to the Local Union President, notification of all non-bargaining unit position appointments, and the effective dates of such appointments and union dues shall continue to be paid during this period.
- (c) Where a bargaining unit member returns to the bargaining unit from a non-bargaining unit position under Article 13.03 (a) the employee must remain in the bargaining unit for a minimum six (6) month period in order to maintain their seniority.

13.04 A single seniority list will be produced for full-time employees, based upon continuous service in the bargaining unit. It is understood that in cases where agency service predated the establishment of the bargaining unit, such service would be included. Similarly, separate seniority lists will be produced for part-time residential, part-time Emergency Duty employees and for part-time Child and Youth Worker employees.

13.05 All seniority lists will be revised every January and July. A copy of the lists shall be posted on the Union bulletin board and an electronic copy posted on the Society Intranet. A copy shall be sent to the Local President and Chief Steward for purposes of Article 37.03 and an email sent to employees notifying them that the lists have been updated. If an employee does not challenge the position of their name on the seniority list within the first ten

(10) working days from the date their name first appears on a seniority list, provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted they must object to their seniority standing within five (5) working days from the date they return to work.

- 13.06 It shall be the duty of each employee to notify the Society in writing, promptly of any change in address and telephone number. If an employee fails to do this the Society will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

ARTICLE 14 - PROBATION

14.01 Child Protection Workers, Full-time Residential, Full-time Child and Youth Worker

- (a) An employee will be considered to be on probation for a period of six (6) months. The employee will be notified in writing at least fourteen (14) calendar days prior to the expiration of the probationary period if their employment is to be terminated or extended. The probation period, as outlined above, may be extended for an additional period of not more than three (3) months. An employee will have no seniority rights during their probationary period. When an employee acquires seniority their seniority shall date back to the day on which their employment began. The dismissal, for cause, of a probationary employee, shall not be the subject of a grievance.
- (b) Every three (3) months during the probationary period, the immediate supervisor will conduct with the employee, an interview which identifies goals, suggestions, and concerns on matters to date. This is not to be a disciplinary interview and this does not mean there is a minimum term of probation, but is intended to help the employee complete their probation.
- (c) For unauthorized workers, probation will end three (3) months after the date of authorization. The total probationary period shall not exceed nine (9) months.

14.02 Clerical/Support

An employee will be considered to be on probation for a period of sixty (60) working days probationary period. During the probationary period, neither party shall be required to give more than three (3) working days' notice prior to termination of employment. An employee will have no seniority rights during their probationary period. When an employee acquires seniority their

seniority shall date back to the day on which their employment began. The dismissal, lay-off, or failure to recall after lay-off of a probationary employee, shall not be the subject of a grievance. The probationary period may be extended by mutual written agreement up to sixty (60) working days.

14.03 Part-time Residential and Part-time Child and Youth Worker

- (a) An employee will be considered to be on probation for a period of five hundred and seventy-five (575) scheduled hours. The dismissal, for cause, of a probationary employee shall not be the subject of a grievance.
- (b) The part-time child and youth worker will be notified in writing at least fourteen (14) calendar days prior to the estimated expiration of the probationary period whether or not their employment is to be terminated. A part-time child and youth worker will have no seniority rights during their probationary period. When a part-time child and youth worker acquires seniority their seniority shall date back to the day on which their employment began.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of Layoff

Layoff shall mean the discontinuation or involuntary reduction in hours of work in any position, it being understood that any employee whose hours are reduced (i.e. laid off) may only exercise displacement rights as per Article 15.06 of the Collective Agreement.

15.02 Lay-offs shall be based upon the following factors:

- (a) skill, qualifications and ability; and
- (b) seniority.

Where the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

15.03 The Society agrees that it will discuss a scheduled lay-off with the employees concerned and the Union, no later than sixty (60) working days prior to its implementation. The Executive Committee will have the opportunity of replying to the Society's proposal in writing. The Society shall use every reasonable effort to assist employees affected by a lay-off to find alternative employment.

- 15.04 a) Qualifications
- i) Should job qualifications be changed by the employer, bargaining unit members will be deemed qualified for their current positions, and those qualifications will be transferable to any other position within the bargaining unit which requires those qualifications.
 - ii) Should job qualifications be changed as a result of legislation or government directives, the Employer shall work with the Ministry of Child and Youth Services and the Union to develop a plan to mitigate any negative impact for staff.
 - iii) The employer will not require membership in the Ontario College of Social Workers and Social Service Workers or any other professional body as a condition of employment, unless provincially mandated.
 - iv) Should membership to the Ontario College of Social Workers and Social Service Workers or any other professional body be mandated, the Employer agrees to cover the annual membership fees.
- b) Organizational Changes
- i) The Employer shall give the Union a minimum of two (2) months' notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
 - 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.
- c) In the event of permanent staff reductions or involuntary transfers arising from:
- i) Closure of a Group Home
 - ii) A major reorganization of the Group Home System

- iii) A program cancellation
- iv) A significant change in service delivery

The Union and employee(s) in question will be notified no later than sixty (60) working days in advance.

15.05 No employee will be terminated or suffer lay off as the result of contracting out of work, and in cases covered by Article 15.04, the Society will make reasonable efforts to avoid layoffs as the result of contracting out of work.

15.06 Employees who are laid off may exercise their seniority to displace the most junior in a classification equal to or lower than that of the laid off employee provided the employee is able and qualified to perform the work in accordance with Article 16.01 of the Collective Agreement.

15.07 The employer agrees in the event of lay-off that employees so affected may continue medical coverage at no cost to the Society while on the recall list, under the terms of the Master Insurance Agreement.

15.08 Recall Rights

- (a) For a period of eighteen (18) months following the date of layoff any laid off employee shall be recalled in order of seniority for the first available new position or vacancy in a similar or lower classification provided the employee has the ability and qualifications to perform the job with the benefit of a twenty (20) working days familiarization period.
- (b) Upon recall to a similar classification an employee shall be placed at the same salary step as the date of layoff with all appropriate adjustments.
- (c) Upon recall to a lower classification an employee shall not be placed at a salary step of less value than their former salary step in their former classification. On recall, if assigned to a lower classification, an employee shall be assigned to the same step on the grid as in their former classification.
- (d) In the event any full-time child and youth workers are laid off they will be recalled before any part-time employees who are laid off.

15.09 Notice of Recall

A recalled employee shall return to work as soon as possible when recalled but not later than thirty (30) calendar days.

15.10 Severance Pay

An employee who is eligible for severance pay shall receive 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.

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

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

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

ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS

16.01 Vacancies, Promotions and Transfers

- (a) All cases of filling vacancies, promotions and transfers shall be based on the following factors:
 - (i) skill, qualifications and ability; and
 - (ii) seniority

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

- (b) A job shall not be considered vacant when an employee is not at work because of sickness or accident for twenty-four (24) months or less, or when on an approved leave-of-absence.

- (c) New Child Protection hires shall not be eligible to apply for job postings in the first year of employment with the exception of a contract employee applying for a permanent position.
- (d) Recruitment and Retention – Mobility of Employees in the Child Welfare Sector

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

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

16.02 Temporary Employment

- (a) When a member of the bargaining unit is on “approved leave-of-absence”, or where temporary assistance is necessary because of additional workload, then Management may appoint a temporary employee for a period not exceeding sixty (60) days. Statutory benefits only will be paid. Such temporary employees will be members of the bargaining unit. The Society shall submit in writing to the Local President notifications of such temporary employment.
- (b) Prior to following the procedures in Article 16.02 (a), in the Residential System, the Employer agrees to first canvass employees in the home where the temporary assignment exists. Where qualifications are relatively equal, seniority shall be the determining factor assuming the senior employee is available to fulfil the required duties and hours. Where the employer is unable to fill the temporary assignment with the initial canvass they shall then canvass other residential homes in

an attempt to fill the position. Seniority will remain the determining factor during the secondary search. In the interim, while the canvassing process is underway, any immediate needs will be covered in the most expeditious manner practical.

- (c) Should it become necessary to extend the period of temporary employment, the Local Union will be notified, and if the Union has any objections or concerns it will notify the Employer immediately.
- (d) Notwithstanding the fact that a temporary replacement is a member of the Bargaining Unit, such temporary employment shall not be subject to the posting procedure. Furthermore, upon termination of the temporary employment, the employee's release should not be subject to the lay-off provision.
- (e) Where the temporary replacement is already a member of the Bargaining Unit, they shall return to their former position upon termination of the temporary employment.

16.03 Contract Employees

- (a) Contract/acting assignments will only be used to fill personal leaves (maternity leave, educational leave, etc.)
- (b) When a member of the bargaining unit is on "approved full-time leave-of-absence" exceeding twenty-six (26) weeks' duration, the appointment of a contract/acting employee shall be subject to the posting procedure. Should a bargaining unit member be the successful candidate, then that employee's position shall not be posted.
- (c) When a member of the bargaining unit is on an "approved leave-of-absence" in excess of sixty (60) calendar days but not more than twenty-six (26) weeks, the appointment of a contract/acting employee shall not be subject to the posting procedure. Where feasible, the Employer will continue the practice of voluntarily posting contract/acting positions of less than thirty-nine (39) weeks for purposes of skill enhancement.
- (d) Contract/acting employees shall be entitled to all of the usual benefits.
- (e) Where a contract/acting assignment is filled by an existing member of the bargaining unit, the employee will return to their former position upon completion of the contract.

- (f) (i) When hiring a temporary or contract/acting employee as outlined in 16.02/16.03, it is understood that such employee shall not be eligible to apply for any job posting (other than a regular full-time vacancy) until the last forty-five (45) calendar days of said contract/acting term.
 - (ii) Where there are no qualified full-time applicants from the bargaining unit who apply, then the forty-five (45) calendar day period in (i) above may be waived and temporary or contract/acting employees may then apply.
 - (iii) Where a temporary or contract/acting employee has accumulated two (2) years' service with the Agency, within a three (3) year period, the forty-five (45) calendar day period will be waived.
 - (g) Where possible, Temporary Contract/Assignment or Contract employees will be advised in writing to both the employee and the union no later than thirty (30) calendar days prior to the end of their contract whether or not their contract will be extended.
- 16.04
- (a) All personal leaves for Residential or Child and youth workers will be filled by contract/acting employees and not by the assignment of regularly scheduled part-time hours.
 - (b) Where a part-time Residential or Child and Youth Worker employee fills in for a full-time Residential or Child and Youth Worker employee who is on vacation or short term sick leave for a continuous period in excess of five (5) working days or more, they shall be paid at the base rate of the full-time employee who is being replaced.
 - (c) Where a part-time Residential or Child and Youth Worker employee fills in for a full-time residential or Child and Youth Worker employee on an "approved leave-of-absence", they shall be paid at the base rate of the full-time employee who is being replaced, and receive all the usual benefits.

ARTICLE 17 - JOB POSTING

- 17.01 When a vacancy occurs or a position is created inside the Bargaining Unit, the Society shall notify the Union in writing, post notice of the position on all bulletin boards mutually designated for this purpose, and notify employees who have workplace e-mail access through postings on the intranet. The notice shall be posted for a period of not less than seven (7) working days, however, if the filling of this position creates a vacancy in the present staffing

positions, then the posting requirements shall be reduced to a minimum of five (5) working days. Further, vacancies brought about by the filling of primary and secondary positions will require five (5) working days posting minimum also.

- 17.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift, wage or salary rate or range.
- 17.03 It is agreed that the Employer shall fill all clerical/support positions from members within the Bargaining Unit before hiring from outside, providing employees have made application in writing and have the necessary qualifications to fill the posted position.
- 17.04 Where none of the applicants from within the Bargaining Unit qualify for the position, or where there are no applicants from within the Bargaining Unit, the Society will consider applications from persons employed outside of the Bargaining Unit as well as persons outside of the employ of the Society. Each applicant will be informed in writing of the outcome of the job posting within three (3) working days of the final decision having been made.
- 17.05 The successful applicant shall be placed on a familiarization period of twenty (20) working days. In the event the successful applicant proves unsatisfactory during the familiarization period, or if the employee is unable to fulfil the duties of the position, they shall be returned to their former position if it is still available. In the event that the former position is no longer available, they shall be allowed to take any position they are entitled to in accordance with Article 15.02. The Society shall not be required to post the position vacated by the applicant until completion of the said trial period and may fill the vacated position on a temporary assignment basis.
- 17.06 The Society agrees not to place an outside advertisement to fill a vacancy until the notice is posted in accordance with Article 17.01 unless otherwise agreed by the Union. The foregoing shall not apply to general advertisements in professional periodicals.
- 17.07 The Union shall be notified of all appointments and recalls within five (5) working days.
- 17.08 Where an employee is temporarily assigned to a higher paying position, they shall receive the rate of the salary that will provide at least one (1) increment in their current Salary Scale. The foregoing shall not apply to assignments of less than five (5) working days. Where the assignment exceeds the five (5) working days, the employee will receive the higher rate from the commencement of the assignment.

- 17.09 Upon promotion to a higher grade, an employee within the Bargaining Unit shall be paid at the next rate above their current salary, and shall be eligible for an increase to the next step in that classification upon their anniversary date, or upon such interval as is provided in the salary scale for that position.
- 17.10 If an employee is absent from work due to vacation, illness or other legitimate leave of absence, they will have the right to apply for any vacant position, provided that vacant position has not been filled. Such absent employee must make their application within the time specified.

ARTICLE 18 - TECHNOLOGICAL AND SYSTEM CHANGES

- 18.01 In the event the Employer proposes technological change which requires new skills and affects employees of the bargaining unit, the employer agrees to discuss such changes with the Union Executive not less than forty-five (45) calendar days in advance of such changes taking place, wherever possible.
- 18.02 Where the Employer introduces computer technology each affected employee shall be provided with appropriate training to assure proficiency in the use of new technology.
- 18.03 In the event a clerical/support employee requires training to perform a job in a position to be changed, the employer agrees to allow the employee up to twelve (12) months for the purpose of training. During the period of training, the position may be filled by temporary staff. Employees to be displaced will be given first opportunity to apply for the new position before any persons outside the Bargaining Unit are hired to fill the resultant job.
- 18.04 The Society agrees to employ the clerical/support employee who is being trained at their regular rate of pay. Should the employee fail to perform satisfactorily in the new position they may be laid off or terminated. The Employer may pay all or part of the cost of the course of any employee.
- 18.05 The Employer agrees to meet with the Union to discuss the implementation of shared services at least sixty (60) calendar days prior to any implementation. The employer shall meet with the union as soon as possible to minimize the impact on Bargaining Unit members. The employer further agrees to provide on-going information and updates to the union on a regular bases.

ARTICLE 19 - JOB FAMILIARIZATION

- 19.01 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation or the duties of work substantially change, such employees shall be given a maximum period of six (6) 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 six (6) months additional training methods and time shall be a subject for discussion and mutually agreed upon by the Society and the Union.
- 19.02 The employer will provide the appropriate training required under Article 19.01 at their expense.
- 19.03 The employer shall provide the employee with regular supervision during the familiarization period. There shall be a formal review at a minimum of at least every three (3) months. This interview is not to be disciplinary in nature.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

- 20.01
- a) Where a new classification is to be introduced or an existing classification is substantially altered, the Employer shall provide a job description to the Union and the employee(s) concerned. "The Employer and Union agree within fifteen (15) calendar days to utilize the current GNCS in determining appropriate salary."
 - b) Where the Union disputes the proposed salary they shall notify the Employer within a further fifteen (15) calendar days.
 - c) If the parties are unable to agree on the evaluation, such dispute may be referred to the grievance procedure at Step 3.
- 20.02 Where the duties or the work of an employee have substantially changed, the employee may request a job re-evaluation in accordance with Article 20.01 above.

ARTICLE 21 - LEAVE-OF-ABSENCE

- 21.01 (a) The Society may grant a leave-of-absence, with or without pay, upon written request to the Senior Director, Human Resources, and if the leave-of-absence is for good and sufficient reason and does not unreasonably interfere with the efficient operation of the Society. A

leave will not be granted for purposes of working elsewhere except it may be granted if there would be a likelihood of the employee returning with further skills and/or experience that will be valuable to the Society.

- (b) Written requests under (a) above shall normally be at least ten (10) working days in advance. Requests for leaves-of-absence in excess of thirty-nine (39) weeks shall be made at least thirty (30) working days in advance.

21.02 Leaves-of-absence for educational purposes with or without pay may be granted by the Society to employees who have completed a minimum of one (1) year of continuous service. Seniority will continue to accumulate for the first twelve (12) months of such leave. Society staff will not be permitted to utilize more than forty (40) days (two hundred and eighty hours (280 hours)) of earned banked vacation/float/comp/EOT time to fund their education leave.

- 21.03 (a) For clerical/support staff the employee shall return to their former position.
- (b) The Society will endeavour to return the case carrying employee to the same supervisor and team and will consider the continuity of clients.

21.04 Leave for Union Activities

- (a) Leave of absence without pay shall be granted upon two (2) weeks written notice to the Employer to Employees who are elected or appointed to represent the Union at conventions, seminars, or meetings.
- (b) Leave of absence without pay shall be granted upon two (2) weeks' notice to the Employer to Employees elected to the Executive Board of OPSEU to enable them to attend meetings of the Union.
- (c) Leave of Absences will be approved by the Director of Human Resources, if it is determined that service requirements are maintained, there are adequate staff resources and the leave will not otherwise unreasonably interfere with the efficient operation of the Society. Leave of absences will not be unreasonably denied.
- (d) When an Employee is elected or appointed to a full time position with OPSEU or with a union related organization (other than a political party) such as OFL, CLC, OMERS, HOOP, etc. to which OPSEU is affiliated, the Employer shall grant leave of absence without pay and

without loss of seniority for the duration of such leave. The Employee shall provide the Employer with at least four (4) weeks' notice of such leave. At the end of the assignment, the Employee shall, upon four (4) weeks' notice, be reinstated to the Employee's former classification at the then current salary.

21.05 The Society recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Society may grant leave-of-absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election. An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, may be granted leave-of-absence without loss of seniority and without pay for a period of one (1) year. Such leave may be renewed each year, on request, during term of office. When elected to a Union position and time off is required, the Society exercises its' discretion to grant leave without loss of wages or benefits (and will be reimbursed by O.P.S.E.U. for wages and benefits paid to the employee on leave) subject to the efficient operation of the Society including maximizing continuity of service and ensuring that the best interest of the Society's clientele.

21.06 Subject to the terms of the Plans, the Society agrees to maintain all employee benefits as provided in this Agreement while an employee is on a paid leave-of-absence.

21.07 Subject to the terms of the Plans, an employee shall be allowed to continue enrolment in all employee benefit plans at their own expense while on an unpaid leave-of-absence.

21.08 Medical Related Leave

Medical related leave of up to seven (7) hours per month shall be granted to an employee upon request. When it is possible, twenty-four (24) hours advance notice is to be given. Such time loss shall be deducted from the employee's sick pay credits.

Definition of Medical Related Leave

- a) It is acknowledged that the purpose of Medical Related Leave under Article 21.08 is for medical appointments or family health matters;
- b) Full-time staff who require Medical Related Leave under Article 21.08 for a child's illness or injury on a day when their shift is more than seven (7) hours, they may access up to twelve (12) hours under Article 21.08.

- c) In addition to the monthly amount of Medical Related Leave under Article 21.08, an employee may apply for up to a further seven (7) hours per month to Human Resources on a case by case basis.

In order to ensure implementation of the Medical Related Leave provisions we would note the following guidelines:

- Whenever it is possible twenty-four (24) hours' notice should be given when a medical appointment conflicts with scheduled hours of work. Emergencies (such as child illness) do arise that would prevent the twenty-four (24) hour notice period.
- Medical appointments include those appointments covered by OHIP or recognized by the agency's benefit package
- In the case of child illness, staff may need to be off for the day. Staff can, however, work flexibly in these instances completing paperwork/case documentation at home instead of using a medical related leave day. These situation will be discussed and approved by the Supervisor.
- Because of the personal nature of medical/health issues details regarding medical appointments need not be shared with a supervisor.

21.09 Canadian Citizenship Application

An employee shall be allowed the necessary time off with pay to process their Canadian Citizenship Application, to a maximum of one (1) day.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 In the event of the death of a member of an employee's family, the employee will be granted a leave-of-absence with pay up, by the Director of Human Resources, to a maximum of four (4) working days. The term "member of an employee's family" means, but is not necessarily limited to, a spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, ward or former guardian. The employee will be allowed up to two (2) days travel time, with pay, if required. In regards to part-time employees, the foregoing leave provision shall apply in the case where the employee is required to be absent on scheduled working days.

22.02 Compassionate leave

Compassionate leave may be granted by the Director of Human Resources, up to a maximum of five (5) working days with pay exclusive of travel time in the case of a direct family problem situation. Such leave shall not be

unreasonably withheld. The foregoing shall apply to all part-time employees where the leave conflicts with scheduled working days.

ARTICLE 23 - PAID JURY DUTY AND COURT WITNESS LEAVE

23.01 The Society shall grant leave-of-absence without loss of seniority to an employee who serves as a juror or witness in any court. The Society shall pay such an employee the difference between their normal earnings and the payment 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. The employee will be expected to be at work on any days when they are excused as a juror. 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. The foregoing shall not apply to proceedings between the Society and the Union, and/or any person represented by the Union.

ARTICLE 24 - PREGNANCY, PARENTAL, AND ADOPTION LEAVE

- 24.01
- a) Employees shall be entitled to Pregnancy/Parental/Adoption Leave of Absence in accordance with the provisions of the *Employment Standards Act* and the *Employment Insurance Act*.
 - b) An employee entitled to leave under this Article who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan. In respect of the period of pregnancy/parental/adoption leave (one employee at a time if couple working for Agency), payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - up to a maximum of twenty-six (26) weeks, payments equivalent to the difference between the sum of the weekly E.I. Benefits the employee is eligible to receive and any other earnings received by the employee, and seventy percent (70%) of the actual weekly rate of pay for their classification which they were receiving on the last day worked prior to the commencement of the pregnancy/parental/adoption leave.
 - c) In the event the employee wishes to return earlier than expected they shall have the right to do so provided they notify the Employer not less than four (4) weeks in advance.

- d) The employee may request an extension of the pregnancy/parental/adoption leave without pay provided the total period of leaves does not exceed twelve (12) months.

The request will be granted, provided in so doing, the extension of leave does not unreasonably interfere with the operation of the Society. Such request must be presented not less than four (4) weeks prior to the expiration of the original leave period.

- e) The benefits will be maintained in accordance with the provisions of the *Employment Standards Act*, provided the employee continues to contribute the employee's share of the premium.
- f) It is understood that seniority shall continue to accrue during the period of such leave.
- g) Upon completion of said leave an employee shall be returned to the position held immediately prior to the commencement of the leave or a comparable position should the original position be eliminated.
- h) Where an employee cannot reasonably perform the duties of their position due to pregnancy, the Society may transfer them to a vacant position, provided they are capable of performing the job requirements of the vacant position. In such a case, the employee shall be paid their current salary. The Union agrees to waive Article 16.01 for such a vacancy until the employee leaves work to begin the pregnancy leave. The Society has the right to require performance of all duties of the vacant position.

24.02 Other-Parent Leave

The Society agrees to grant five (5) working days leave-of-absence with pay and without loss of seniority to prospective parents who are not accessing maternity/parental/adoption leave at the time of birth or adoption placement of child. Such leave shall be arranged in consultation with the Director of Human Resources/Designee.

ARTICLE 25 - TERMINATION OF EMPLOYMENT

- 25.01 In light of legislative changes regarding mandatory retirement, employees over the age of sixty-five (65) will be eligible for benefit coverage made available by the insurer which will be subject to such legislative changes: post sixty-five (65) coverage: health, dental and life to a maximum age of seventy (70).

- 25.02 When employment is terminated by the employee, they shall give at least one (1) month's notice in writing. This period may be shortened by mutual agreement. If an employee does not provide one (1) month's notice prior to termination, they shall be paid vacation pay at the rate of four percent (4%) in lieu of any accumulated vacation. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, then they shall give notice as soon as is possible to the Society and the ordinary time limits for notice of termination may be waived.
- 25.03 Subject to the terms of the Plan, and the discretion of the employee, and in consultation with the Director of Human Resources, arrangements may be made for early retirement on an actuarial reduced pension at any time after attaining age fifty-five (55).
- 25.04 At age sixty (60), the Society and employee may agree on a reduced work week or year, or re-assignment of duties useful to the agency and within the capabilities and interest of the employee until normal retirement age.
- 25.05 It is agreed that for those employees who retire prior to age sixty-five (65) and who wish to continue the benefits may pay the premium costs for those benefits which are available to retired persons within the limitations as prescribed by the carrier.

ARTICLE 26 - EMPLOYEE PROTECTION

- 26.01 In a situation where a worker is assaulted by a child in care in the course of duty, it is recognized that an employee is free to exercise their rights under the law.
- a) The employee shall discuss the matter with the appropriate Supervisor prior to laying the charge of either assault or obstructing a peace officer, or of common assault.
 - b) In cases of assault by persons other than a child in care, the employee may use their discretion and will notify the Society before action is taken.
- 26.02 The Society agrees to reimburse, in full, employees for damage done to their automobiles and/or personal property when on Society business. Such reimbursement shall be paid within ten (10) working days of presentation of a receipted repair bill provided that the employee has previously disclosed to the employer the nature and extent of the damages and the circumstances under which they occurred. Section 26.02 shall not apply:

- (a) with respect to any claim which otherwise comes under either P.L. & P.D., Collision or Comprehensive Coverage of the Automobiles Insurance, unless the employee has been advised that a claim would negatively impact future insurance rates and/or result in cancellation of coverage;
- (b) where the employee contributes to the cause of damage or did not take proper steps to prevent damages;
- (c) as a substitute for Homeowners insurance where such is available.

Notwithstanding the foregoing, in the event that damage is claimed under an insurance policy, the Society agrees to reimburse the employee up to a maximum of one thousand dollars (\$1000.00).

- 26.03
- (a) If an employee is charged with an offence under the Criminal Code of Canada, resulting from an offence which occurred in the performance of their duties and is not convicted of the charge or of a reduced charge arising out of the same facts or circumstances, the Employer will pay the legal fees of counsel for such employee's defence on such charge provided counsel is one whose law practice is principally established and carried on in the City of London. In the event that a question arises as to the appropriate amount of legal fees to be paid, the amount of legal fees to be charged shall be placed before the Local Taxing Office for determination.
 - (b) If a civil action is brought against an employee, the Society will provide appropriate insurance coverage to defend the matter.

26.04 Legal Fees

The Employer agrees to provide financial assistance to an employee to retain the services of a lawyer to represent the employee in a matter referenced under Article 26.03 above. This does not include services related to any internal grievances or arbitration. The scope of the financial assistance to be provided shall be as set out in the Problem Resolution Policy in effect on March 1, 2003 in the Society's Human Resources Manual.

The Employer agrees to provide reimbursement of legal fees consultation re: College complaints to one thousand dollars (\$1,000) per calendar year. Where there are no corresponding criminal charges and the College finds no inappropriate conduct, the employer will reimburse in excess of one thousand dollars (\$1,000) where the College finds no inappropriate conduct, the employer will reimburse the employee for legal fees up to one thousand dollars (\$1,000) for legal representation required for a College-complaint, and in excess of one thousand dollars (\$1,000) for reasonable lawyer time

warranted under and in accordance with the Society's legal fee schedule. Such schedule will be provided to the Union and the Society will advise the Union of any changes to such fee schedule.

26.05 The indemnification and financial assistance provided in this Article shall not be available to employees who are charged with offences arising:

- (a) outside of the employee's work-related duties and responsibilities;
- (b) while under the influence of alcohol or non-prescription drugs;
- (c) as a result of conduct clearly not authorized by the Employer nor contemplated in the terms of the employee's job description; or
- (d) with respect to any matter or thing arising out of their own dishonesty, bad faith, wilful misconduct or gross negligence.

26.06 Internal Disclosure

The Employer agrees that no employee will be discriminated against or suffer any penalty, reprisal or retribution for responsibly bringing any expenditure control matters relating to identifying/reducing waste and/or inefficiency to the attention of the Employer.

ARTICLE 27 - WAGES

27.01 Schedule "B" hereto attached, headed WAGES AND CLASSIFICATIONS, is hereby made part of this Agreement.

27.02 At the time of hiring each new employee shall receive a letter stating their starting salary and classification according to Schedule "B" and a job description of the job for which they have been hired. Failure to provide such a letter is grievable.

27.03 When the employer identifies that an employee has been overpaid, the employee will be responsible to reimburse the employer for up to six (6) months of back over-payments. The employee will then have up to one year to make repayments to the employer.

ARTICLE 28 - PAID HOLIDAYS

- 28.01 (a) The following paid holidays, regardless of when they fall, will be granted with pay, to all employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Commonwealth Day	Christmas Day
Canada Day	Boxing Day

In addition to the above holidays, two (2) business days between the business day before "Christmas" and December 31st to be jointly determined on a yearly basis.

For purposes determining entitlement and the amount of holiday pay, the *Employment Standards Act* and Regulations will apply.

NOTE: Employees who are required to work in connection with a child apprehension involving court preparation and/or appearance, on either of the two business days after Boxing Day, such employee shall be paid their regular rate for all hours worked and the Society shall substitute another day(s) off for the days worked and pay the employee their regular wages for such day. For those employees who are not full-time, the same E.S.A. entitlement/calculation will apply as it does for the other days in Article 28.01(a). Article 28.02(c) does not apply to these two (2) business days.

- (b) When any of the said holidays fall on other than a regular working day, the Society may designate either the preceding Friday or the following Monday as the day upon which said holiday will be celebrated.
- 28.02 (a) Employees shall be granted four (4) "floating" holidays to be taken at a mutually agreeable time, which shall not be unreasonably denied. Such days may be utilized for the observance of religious feast. For full-time child protection workers, residential staff, and child and youth worker employees an additional day, if and when proclaimed by the Federal or Provincial Government, shall be deemed to be one (1) of the above-mentioned floating days. For clerical/support employees an additional day proclaimed by the Federal or Provincial Government shall also be granted as paid holidays. One (1) of the above floaters may be used either for Easter Sunday or Easter Monday.

- (b) In order to be entitled to payment for paid holidays, an employee must have worked their full scheduled working day immediately preceding the holiday and their full scheduled working day immediately following the holiday unless absent with permission of the supervisor.
 - (c) Employees required by their supervisor or the Executive Director to work on a scheduled paid holiday shall be granted time off in lieu at equivalent of time and one-half (1½) hours worked. The foregoing shall not apply to Emergency Duty Workers.
- 28.03
- (a) For part-time child protection workers and clerical/support staff, where an employee qualifies for a paid holiday in accordance with Article 28.01 (a), and does not work on such paid holiday, the Society shall designate the day the paid holiday is to be taken and pay the employee their regular rate of pay for the paid holiday, subject to pro-rating.
 - (b) Where a part-time child protection worker or clerical/support worker qualifies for a paid holiday in accordance with Article 28.01 (a), and is required by their supervisor or the Executive Director to work on said paid holiday, they shall be paid their regular rate of pay for all hours worked and the Society shall substitute another day for the paid holiday and pay the employee their regular wages for such paid holiday.
- 28.04
- (a) Where a part-time residential employee qualifies for paid holiday in accordance with Article 28.01(a) and does not work on such paid holiday, the Society shall designate the day the paid holiday is taken and pay the employee their regular rate of pay for the paid holiday.
 - (b) Where a part-time residential or child and youth worker qualifies for paid holiday in accordance with Article 28.04(a) and is required by their supervisor or the Executive Director to work on said paid holiday, they shall be paid their regular rate of pay for all hours worked and the Society shall substitute another day for the paid holiday and pay the employee their regular wages for such paid holiday.
- 28.05
- Employee who has completed twenty-five (25) years of service will thereafter receive two (2) additional paid days once only, thirty (30) years of active service will thereafter receive three (3) additional paid days once only, thirty-five (35) years of active service will thereafter receive four (4) additional paid days, once only and five (5) after forty (40) years of service, once only.

ARTICLE 29 - VACATIONS WITH PAY

- 29.01 New employees shall commence to accumulate annual credits from the date of appointment whether on probation or not. For child protection and full-time residential employees, no employee shall be entitled to any vacation until the completion of six (6) months service.
- 29.02 Clerical employees shall give twenty (20) days' notice in writing of their request for vacation and the employer shall respond within five (5) working days of receipt of the request.
- 29.03 Before proceeding on their annual vacation, each employee shall satisfy their supervisor that their case notes, case recordings, reports and other duties of their position is reasonably up-to-date.

The following table represents the annual vacation credits available to the various staff groups and classifications:

Staff Classification	First Year	Years 2-10	Years 11	Years 12	Years 13	Years 14
Social Work	20	20	21	22	23	24
Clerical	15	20	21	22	23	24
Residential	15	20	21	22	23	24
Child and Youth Worker	15	20	21	22	23	24

Staff Classification	Years 15	Years 16	Years 17	Years 18	Years 19	Years 20 +
Social Work	25	26	27	28	29	30
Clerical	25	26	27	28	29	30
Residential	25	26	27	28	29	30
Child and Youth Worker	25	26	27	28	29	30

- 29.04 Credits shall be accumulated on the following basis:
- 15 days equals 1-1/4 days for each month;
 - 20 days equals 1-2/3 days for each month;
 - 25 days equals 2-1/12 days for each month;
 - 30 days equals 2-1/2 days for each month;
- 29.05 Vacation pay for part-time residential and child and youth worker shall be four percent (4%) of the wage of the employee.
- 29.06 For all staff vacation leave shall be taken in the year in which it is deemed to be earned or the year immediately thereafter. However, at no time shall an employee accumulate more than the equivalent of one and one-quarter (1-1/4) years unused vacation credits. In special circumstances the Director of Human Resources, may grant permission to allow leave to accumulate for one (1) additional year. Permission shall not be unreasonably withheld. All accrued vacation over forty (40) days as of December 31st each year is to be paid out to a base level of forty (40) days in the last pay in March the following year, unless authorized by the Director of Human Resources.
- 29.07
- (a) Vacation leave shall be granted at a time agreeable to both parties. In situations where there is conflict in scheduling vacations seniority shall be the determining factor.
 - (b) Each employee will be entitled to up to fifteen (15) days seniority based vacation leave per calendar year accessed during the last week of June until the end of the first week after Labour Day. Once all seniority based vacation leave requests have been granted, the process will be repeated based on seniority.
 - (c) Requests for vacations of one week shall be given precedence over requests of vacation for one day.
- 29.08 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, R.S.O., 1970*, as amended.
- 29.09 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 re-scheduled. Where the employee is so absent for three (3) days or more, the Society may require a medical certificate. If costs are incurred by the employee in obtaining such certificate, the Society will reimburse the employee for said costs.

- 29.10 If an employee becomes ill during the period of their vacation, they will be granted sick leave for the period of their illness upon production of a comprehensive medical report from a duly recognized medical doctor. If costs are incurred by the employee in obtaining the medical report, the Society will reimburse the employee for said costs.
- 29.11 Should one (1) or more holidays, as set out in Article 28.01(a) occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.
- 29.12 Where an employee is working fewer hours than the normal hours as defined in Article 30, vacation and vacation pay shall be pro-rated accordingly.
- 29.13 Before proceeding on their annual vacation, each employee shall satisfy their supervisor that their case recordings, reports and other duties of their position is reasonably up-to-date.

ARTICLE 30 - HOURS OF WORK AND OVERTIME

- 30.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 30.02 Society offices will open from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive. These hours may be varied by the Society.
- 30.03 Employees shall be allowed one (1) hour for lunch each day.
- 30.04 The parties agree employees may request flexible work arrangement for a time limited period in order to improve the work/life balance. The schedule will ensure service requirements are maintained and there are adequate staff resources and shall not otherwise unreasonably interfere with the efficient operation of the Society. Each agreement shall contain a schedule of the positions, employment classification, work locations, work hours and names of the affected employees. These schedules will pertain to full-time and part-time employees and it is understood that employees wanting to work flexible work arrangements will not be unreasonably denied the opportunity.
- 30.05 The normal work week for full-time child protection workers shall be thirty-five (35) hours per week, Monday to Friday, comprised of five (5) seven (7) hour days.
- 30.06 The hours of work for all part-time staff, and the scheduling thereof, shall be determined in accordance with the needs of the Society.

30.07 The normal hours of work for all clerical/support employees shall be as follows:

(a) Full-time employees:

The normal work week shall consist of five (5) days from Monday to Friday inclusive and consisting of seven (7) consecutive hours per day interrupted by a lunch period of at least one (1) hour. The seven (7) hour shift shall be worked between the hours of 8:00 a.m. to 6:00 p.m., (8:00 hours and 18:00 hours).

(b) Part-time employees:

Part-time shifts shall be mutually agreed upon.

30.08 Child and Youth Worker

- (a) The normal work week for all full-time child and youth workers shall be thirty-five (35) hours per week averaged over a four (4) week period.
- (b) Nothing in this Article shall be construed to preclude part-time Child and youth workers from working in excess of twenty-four (24) hours per week.
- (c) Scheduled Child and Youth Worker part-time non-emergency hours will be assigned based on seniority and availability as per memo dated January 19, 2012 with subsequent agreed upon revisions (see Appendix "A"). Where special skills, qualifications or client needs may determine who is called, the Employer will consult with the Union Local President or designee prior to making such assignment unless not feasible.
- (d) If a part-time Child and Youth Worker assignment is cancelled with less than twenty-four (24) hours' notice, the employee will be paid the equivalent of their assignment for a maximum of three (3) hours pay at the employee's current hourly rate.
- (e) In order to ensure consistency for children and families, part-time child and youth worker hours of a repeating nature (i.e. child care, individual access) which is five (5) or more days will be assigned as a block assignment to one consistent part-time child and youth worker.
- (f) All part-time child and youth worker shifts will be a minimum of three (3) hours in duration.

- (g) By e-mail, part-time Family Visiting Program staff, and the Local President will be provided on a bi-weekly basis with a copy of historical hours worked by such part-time staff in that two (2) week period.

30.09 The normal work week for Residential Staff shall be as follows:

- (a) A Live-Out Worker shall work an average of eighty (80) hours in a two (2) week period, usually five (5) eight (8) hour days per week. There shall be no split shifts.
- (b) Normal work hours may vary from group home to group home according to the program needs and shall be scheduled for the prime time of each such program. Schedules shall not be varied except to accommodate legitimate service needs.

30.10 Residential Work Schedules

(a) Full-time Residential Staff

Work schedules, for full-time residential staff, will be posted a minimum of four (4) weeks in advance of their effective date. If schedules are altered with less than seventy-two (72) hours notice of an employee's inability to report, which gives rise to such alteration in the schedules, the employee shall be compensated for the first twenty-four (24) hours affected by the alteration at the rate of one and one-half (1½) the normal rate, unless the alteration is by mutual agreement of the parties:

- (i) That no employee be required to work more than five (5) consecutive days without two (2) consecutive days off.
- (ii) That no employee work more than one (1) weekend in any two (2)-week period.
- (iii) That no employee be scheduled to work on any shift without having had at least eight (8) hours off since the completion of their previous shift.
- (iv) An employee when required to attend meetings, court appearance or educational seminars shall be granted compensatory time-off in lieu. Time off shall be approved by the Supervisor.

(b) Part-time Residential Staff:

Wherever possible a part-time residential employee will be scheduled at least one week in advance to work. If a shift is no longer required, within twenty-four (24) hours the staff member will be contacted and offered the option of performing alternative duties. The staff member may decline or shorten the shift at their discretion.

(c) Where a part-time employee fills in for a full-time employee who is on vacation or short-term sick leave for a continuous period in excess of five (5) working days or more, they shall be paid at the base rate of the full-time employee who is being replaced.

(d) Scheduled and non-scheduled residential hours will be assigned based on seniority in each home/program.

30.11 Planned Overtime

Planned overtime is defined as work in excess of seven (7) hours in a day which is scheduled in advance and is subject to the approval of the appropriate supervisor. Such overtime shall be compensated by compensatory time off on an hour for hour basis, to be taken off at a mutually agreed time within the time frame set out in Article 30.13 except that required weekend work in excess of thirty-five (35) hours worked in the week will be paid at 1.5 times the regular rate, instead of comp time. This Article will apply to Child and Youth Workers effective April 1, 2013.

30.12 Emergency Overtime (Unplanned)

(a) Emergency overtime (according to the current definition) is work in excess of seven (7) hours per day which is required to respond to emergency situations. Such overtime shall be approved in advance by the appropriate supervisor. Time and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all emergency overtime approved in advance by the Supervisor. The employee may elect to have these overtime hours accredited to them at the overtime rate, and such credited hours may be used by the said employee for time off. On a quarterly basis, staff can elect to have overtime paid out or remain in the bank. Every effort shall be made by the employee to take this off at a mutually agreed time. Article 30.11 will apply to Child and Youth Workers effective April 1, 2013.

(b) On a quarterly basis, staff will receive a report of their banked overtime. Every effort shall be made by the employee to take this off at a mutually agreed time, or employees may elect that such overtime

hours be paid out by means of a written notification to Human Resources at least one (1) full pay period prior to the payment date.

30.13 Overnight Travel and Comp Time/Paid Overtime

On occasion, employees may be required to travel out-of-town and on an overnight basis to attend to work duties such as: placing a child, A.R.E., YouthCAN, etc. Note: This agreement does not apply for employees attending training events that are held out-of-town.

1. As per Article 30.11 of the Collective Agreement, weekend work in excess of thirty-five (35) hours worked in the week will be paid at 1.5 times the regular rate, instead of comp time.
2. All direct service and travel time will be compensated as compensatory time and/or emergency overtime (weekend work in excess of thirty-five (35) hours worked in the week) as per the Collective Agreement.
3. The hours from the time that work has been completed by the employee for the day until 11 pm of the same day will be considered compensatory time.
4. In the event that the employee incurs additional child care costs that are above and beyond that which is normally incurred for a regular work day, the additional expenses (up to a daily amount considered to be reasonable) will be reimbursed by the Society.
5. Employees are able to decline to participate in work duties that require out-of-town travel except for attendance at out-of-town events outlined in their job profile such as A.R.E., YouthCAN

- 30.14 Compensatory time-off may be taken within one hundred and twenty (120) days of the time it was earned. Planned compensatory time is to be taken and not forfeited. The parties have agreed that if the accumulated time cannot be taken within the one hundred and twenty (120) days despite reasonable effort, by the individual and the Supervisor to schedule the time off, an extension of the one hundred and twenty (120) days may be granted. Failing resolution with the Supervisor, the individual may raise the problem with the Department Director, and then if necessary, with the Director of Human Resources. Requests for an extension of the 120 day period will not be unreasonably withheld.

- 30.15 Employees shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day.
- 30.16 Providing staffing permits, rest periods for residential staff shall be two (2) fifteen (15) minute periods for each eight (8) hours worked. If such rest periods cannot, for the reasons of staffing, be taken by the employee, that time may be banked at straight time rates for overtime credits.
- 30.17 The Employer will use the Ministry of Children and Youth Services established benchmarks on employee caseload assignments as a guide.
- 30.18 The Board of Directors approved a Job Sharing Policy on May 24, 2006. In the Collective Agreement dated April 1, 2003, the option of job sharing was extended to be made available to the entire bargaining unit.

ARTICLE 31 - EMERGENCY DUTY, EMERGENCY CALL-BACK & SERVICE CALLS

Note: All vacancies under Article 31 shall be subject to the provisions of Article 17 – Job Postings.

31.01 Emergency Duty

- (a) In order to be eligible for Emergency Duty, employees must take a minimum of four (4) emergency shifts each month;
- (b) The Child Protection Worker for Emergency Duty shift hours shall change to the following:
- (i) Friday at 16:30 to Saturday 16:30;
 - (ii) Saturday 16:30 to Sunday 16:30;
 - (iii) Sunday 16:30 to Monday 8:30;
 - (iv) paid holiday coverage.
- (c) The Child and Youth Worker Emergency Duty Employee shall cover the after-hours periods of:
- (i) Friday at 5:00 p.m. to 3:00 Saturday;
 - (ii) Saturday at 3:00 p.m. to 12:00 noon Sunday;
 - (iii) Sunday at 12:00 noon to 9:00 a.m. Monday;

- (d) Child and Youth Worker Family Visiting Program-Emergency Duty Employee shall cover the after-hours period of Saturday 8:30 a.m. to 4:30 p.m.
- (e) Emergency Duty employees shall be compensated on the following basis (Refer to Schedule B, pg.66).

All Emergency Duty employees receive an additional \$50 (fifty dollars) for Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, and New Year's Day.

Further, when a Child Protection Emergency Duty employee is authorized to attend a call, the worker shall be paid at the employee's regular hourly rate.

When a part-time or full-time employee volunteers for the After Hours Child and Youth Emergency Duty roster, and the employee is called out, they shall be paid a minimum of three (3) hours at the employee's regular hourly rate.

- (f) The Child Protection Emergency Duty Employee shall assume initial responsibility for service demands after regular office hours. Where it is found that the call is concerned with a currently active case the Child Protection Emergency Duty Employee may consult with the primary worker and the primary worker will take responsibility for a decision whether or not they should become actively involved in the case management at that point.
- (g) Coverage shall be on a voluntary basis, however, in the event there are insufficient volunteers the Society may hire additional part-time Emergency Duty employees and may appoint Child Protection Emergency Duty Coverage on an equal basis from authorized Child Protection Workers within the Bargaining Unit with a minimum of six (6) months experience after authorization. Such compulsory appointments to Child Protection Emergency Duty coverage shall not conflict with the employee's scheduled vacation period provided such vacation has been approved by the Society prior to the assignment.
- (h) Schedules shall be drawn up thirty (30) days in advance.

31.02 Emergency Call-Back

- (a) A residential staff called in to work at any time other than their regular scheduled shift shall be paid a minimum of three (3) hours at the employee's regular straight time hourly rate.

(i) Full-time residential staff may choose to receive a minimum of three (3) hours compensatory time off. An employee subsequently working in excess of three (3) hours will be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate or will receive compensatory time-off at the rate of time and one-half (1½) for all hours worked. An employee who is required to remain on duty past their regular scheduled shift shall be paid at the rate of one and one-half times (1½) the employees regular hourly rate or will receive compensatory time off, for all hours worked.

(b) A child and youth worker when called on emergency basis to assist a family situation shall be paid a minimum of three (3) hours for each call-in.

31.03 Service Calls for Maintenance Staff

Minimum call-back time for maintenance staff will be two and one-half (2½) hours pay per call at the regular hourly rate.

31.04 Child Protection Emergency Duty Schedules

All emergency duty shifts will be assigned based on seniority (as per date of hire to Emergency Duty).

Hiring

- All Emergency Duty Employees are required to have an email address and must provide such to the Human Resources Department upon hire, for the purpose of scheduling and communication.
- Revised lists based on date of hire to Emergency Duty will be prepared and updated by Human Resources, when changes occur.
- For Emergency Duty employee(s) not otherwise employed by the agency, seniority will be determined as per Article 13.01 (f) of the Collective Agreement. Agency seniority shall be based on the date of hire to the Emergency Duty employee's full/part time position within the agency.

Schedules:

1. Block Schedules

- a) Emergency Duty employees will be expected to submit their availability for both the block schedules and the Emergency Shift List approximately six (6) weeks in advance (by October 15 to cover the period of December 1-February 28, January 15 to cover the time period of March 1-May 31, April 15 to cover

the time period of June 1-Labour Day, and July 15 to cover the period Labour Day-November 30) of the preparation of the upcoming three (3) month schedule.

- b) Completed schedules will be posted thirty (30) days prior to the beginning of each quarter.
- c) Shifts will be assigned by seniority.
- d) Emergency Duty employees will notify the employer as soon as possible when they become aware that they are not able to work a scheduled shift. The employer will be responsible to cover any and all shift(s) left vacant by any leaves as defined in the collective agreement.
- e) The switching of shifts is permitted and must be approved by the supervisor. Such approval will not be unreasonably withheld.
- f) For Employees who wish to relinquish one or more of their scheduled shifts, it is the employee's responsibility to cover their own shift(s) as per the relevant process below. If the employee is unable to cover their shift(s), they will be required to work their scheduled shift(s).

2. Non-Emergency Shifts

For shifts that need to be filled on a non-emergency basis after the schedule is completed, an email will be sent to all Emergency Duty employees. The email will be sent by 4 pm and Emergency Duty employees need to respond by 9 am the next day. The shift will be given to the most senior Emergency Duty employee who responds within this time frame.

3. Emergency Shifts

- (a) Shifts that begin within a 24 hour period will be considered as "Emergency". When an Emergency shift becomes available, Emergency Duty employees on the Emergency Shift List will be contacted in order of seniority and will have ten (10) minutes to respond before the next call is made. These shifts will be given to the first person to accept, based on seniority.
- (b) An Emergency Shift List will be maintained each block for the purpose of filling shifts that become available on an emergency basis. Emergency Duty employees who are willing to work

extra shifts on an emergency basis will advise the Supervisor of such when they submit their availability each block.

ARTICLE 32 - BENEFITS

32.01 (a) The Society agrees to make available to all full-time employees the following benefits, effective July 1, 2009 unless otherwise specified:

BENEFIT	CONTRIBUTION (%)		DETAILS
	EMPLOYER	EMPLOYEE	
O.M.E.R.S.	50	50	Also available to part-time staff
O.H.I.P.	100	0	
EXTENDED HEALTH a) Semi-private hospital b) Long-term disability c) Vision care plan d) MASSAGE, CHIROPRACTOR, SPEECH THERAPIST, NATUROPATHS, ACCUPUNCTURISTS, OSTEOPATHS, PODIATRIST, CHIROPODIST, PHYSIOTHERAPISTS	70	30	One deductible applies to all components of this benefit: Single-\$25 & Family-\$50. Vision Care Plan maximum coverage of \$350.00 over two years (one year for dependent children under 18) One (1) eye exam every 2 calendar years per employee and dependent \$1500/year (calendar)
EXTENDED HEALTH Prescription drugs	70	30	Generic substitution unless physician states "no substitution"
DENTAL PLAN	100	0	Blue Cross Dental Plan # 7 or equivalent based on previous year's Ontario Dental Association Rates; Deductible is Single-\$25 & Family-\$50, Dental Cap \$1500.
ORTHODONTICS			\$1500 Lifetime Cap 50/50 Co-Pay

- (b) For part-time child protection workers/clerical staff, the Society agrees to provide benefits on a pro-rated basis. The foregoing provision is subject to all eligibility rules.
- (c)
 - (i) Part-time residential, Child and Youth worker and Emergency Duty employees will receive pay-in-lieu of benefits equal to five percent (5%).
 - (ii) The Society agrees to allow part-time employees to enrol in any benefit plan provided by the Society. Such enrolment shall be subject to eligibility provisions of the plan and the employee shall pay the one hundred percent (100%) of the premium costs.

(d) Health Care Spending Account

The annual allowance is for active employees and dependants eligible under the insurance plan. The annual amount is a cumulative amount of \$1,200 for the employee, and their dependants. H.C.S.A. amounts cannot be used to pay for eligible expenses above the prior year's \$1,200.

The annual allowance, to the extent not used in that 12 month period can be carried over into the next 12 month period to be used prior to using the next year's allowance. There is no cash out of allowances.

During any approved leave (including absence on LTD) employees are eligible for the annual allowance assuming they maintain coverage for all insured benefits (other than those subject to a waiver of premium while on LTD) at their costs for the duration of the entire leave.

Any employees not entitled to HCSA shall receive three hundred (\$300) dollar lump sum annually.

Newly hired full-time and part-time (but not casual) employees receive a pro-rated amount of the \$1,200 H.S.A. for the first year (e.g. if hired March 15, receive 1/12th of \$1,200) based on complete months.

The H.C.S.A. and tax treatment is subject to CRA rules and requirements, and will be administered by the Society's benefit providers in accordance with CRA rules and the terms and conditions of any applicable plans or programs. For clarification, the H.S.A. amount is used to supplement the cost of existing benefits which the employee may obtain.

- 32.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers. The Union and the Society shall mutually agree upon the carriers to be used and any changes to the policies involved.
- 32.03 The Society agrees to cover all employees under the *Workplace Safety and Insurance Act*.
- 32.04 Retirement
Notice of intent to retire shall be given to the Director of Human Resources, before December 1st of the year proceeding the retirement year, so that the gratuity may be enclosed in the budget.
- 32.05 An employee who has ten (10) or more years of continuous employment with this Employer, who ceases to be employed by this Employer because of pensionable retirement from this Employer's service due to age, disability or death shall be paid an amount equal to fifty percent (50%) of their accumulated sick leave credits (at the current salary or wage rate), but such an amount shall not exceed fifty percent (50%) of their annual salary or wage. (Retirement shall mean - retirement on O.M.E.R.S. Pension).
[*Shall only apply to employees who were employed or on the payroll as of June 26, 2000.*]
- 32.06 An employee who has twenty-five (25) or more years of service, has reached the age of 55 and retires to an OMERS pension will receive a \$600 gross bridge retirement benefit per year until age 65.

ARTICLE 33 - SICK LEAVE

- 33.01 (a) All full-time employees covered by this Agreement shall be eligible for a credit of two (2) days for each month of service with the Employer. The unused portion of an employee's sick leave shall accrue up to a maximum of one hundred and twenty (120) days for their future benefits.
- (b) For part-time child protection/clerical staff the sick leave credits shall be prorated using the following formula:
- two (2) days divided by the number of working days in the month, including statutory holidays, multiplied by the number of days worked.
- 33.02 Employees will call the "Attendance Line" with information about their absence as soon as possible and no later than the first hour of an absence due to illness or need for medical related leave. In the case of Residential

staff, notification will be made prior to their scheduled shift. In addition, the employee will notify their supervisor if there are any appointments that need to be cancelled.

- 33.03 An employee who has been ill must present a completed attendance report to the Supervisor on returning to work. If an employee is ill for five (5) or more working days, they may be required to provide the Director of Human Resources, with a physician's certificate of illness. If costs are incurred for such medical certificate the Society will reimburse the employee for said costs.
- 33.04 When an employee is absent as a result of an accident while at work, for this Employer, or illness inherent to occupation and as a result is receiving benefits awarded by the Workplace Safety and Insurance Board (WSIB), they shall receive the difference between their regular pay and the Board's award if unused sick credits are available if they so request. If such employee is not eligible for WSIB benefits, they shall receive sick pay if unused sick credits are available.
- 33.05 (a) Seniority may terminate and an employee may cease to be employed by the Society when the employee is absent due to illness or injury for a period of twenty-four (24) months where the medical prognosis for future employment and attendance on a regular basis is poor. It is intended that this provision will be interpreted in accordance with the Ontario Human Rights Code.
- (b) There will be a meeting of the Accommodations Committee and Human Resources within sixty (60) calendar days prior to the twenty-four (24) month period listed above to review the status, options and/or needs.

ARTICLE 34 - PERSONNEL FILES

- 34.01 Employees may request to see their personnel file (personal references excluded) not more than twice per year provided:
- (a) the employee does so in the presence of their supervisor;
- (b) the employee takes no copies nor removes any documents contained therein;
- (c) the Society agrees to provide the employees concerned with any letter of reprimand, discipline or commendation.

- 34.02 The Society agrees to remove any record of reprimand or disciplinary action from an employee's file and from the Supervisor's file, if there has been no further cause for such a record after eighteen (18) months have elapsed.
- 34.03 Supervision notes (or other similar records of performance observation which are used for evaluation or discipline), may be reviewed by the employee concerned upon advance request in the presence of a supervisor.

ARTICLE 35 - TRAVEL EXPENSES, CAR AND CELL PHONE ALLOWANCES

- 35.01 An employee required to use their vehicle for the Employer's business shall be paid a mileage rate of \$0.52 cents per kilometre.

Mileage claims submitted late (i.e. after the following month) will be reimbursed at the maximum rate of \$0.40 cents per kilometre.

Employees required to transport clients in their personal vehicles must have \$1,000,000 (one million dollars) public liability and property damage insurance.

- 35.02 Transportation for Maintenance Staff while on Society business will be paid at the current kilometre rate. An additional four (4) cents per kilometre will be paid when on a service call.

- 35.03 (a) All employees when on assignment required to travel and obtain accommodation at least one hundred sixty (160) or more kilometres from their place of employment may apply and receive an advance of one hundred dollars (\$100.00) per day for expenses from which meals, accommodation, travel and ground transportation shall be paid by the employee; receipts shall be presented to the Society by the employee to support the expenditures by filing a report within two (2) weeks of the event. The Society reserves the right to restrict expenses if they are found excessive.
- (b) Where an employee is entitled to reimbursement for a meal subject to the Society policy, which may change from time to time they shall be reimbursed at the following rates:

Meal Allowance:	Breakfast	\$9.00
	Lunch	\$15.00
	Dinner	\$25.00

- (c) When an employee is required to attend such an assignment at the expense of the Society, the Society reserves the right to specify the means and route of travel.

35.04 Cell Phone Allowance

Clerical/support staff will be reimbursed at ten dollars (\$10.00) per month to cover the cost of text messaging for internal use only provided that they produce proof of a cell phone purchase.

The Employer will provide a cell phone to all employees who have direct contact with clients, including but not limited to Child Protection Workers, Child and Family Support Workers, Kinship Support Workers, Process Servers, and Emergency Duty Workers who are not already provided with a cell phone through a different position with the Society. The cell phone package will include text messaging, local and long distance calling and data capability.

- (a) The cellular phone number will be made available to the employee's supervisor and administrative assistant.
- (b) Employees must use reasonable care to avoid damage or loss of the Agency cell phone.
- (c) As cellular phone conversations are not secure conversations and can be overheard, employees are expected to use discretion regarding the use of confidential client information.
- (d) Employees are required to stop their vehicles as soon as it is safely possible when using cellular phones. Staff must never use a cellular phone while driving.
- (e) Staff are required to keep their cellular phones on while out of the office on work related business, unless cell phone usage is prohibited.

ARTICLE 36 - HEALTH AND SAFETY

- 36.01
- (a) The Employer shall continue to make every reasonable provision for the health and safety of its employees, under the terms of the Occupational Health and Safety Act, during the hours of their employment. It is agreed that the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of its employees.
 - (b) It is recognized that staff members should not have to be subject to violence, threats of violence, profane or insulting statements or other similar conduct from employees, clients, care providers, collaterals, community professionals or groups.

Where the staff member has been the subject of such unacceptable conduct, the staff member will immediately notify their supervisor and file a Health and Safety Incident Report. As per the Health and Safety practices, a safety de-briefing meeting will then occur to ensure a safety plan is in place.

- 36.02 If an employee is quarantined by order of the Medical Officer of Health, the employee shall not suffer any loss of regular pay or deductions from the sick leave bank.
- 36.03 The employer agrees to work with the Union and the Joint Health and Safety Committee to implement and maintain all of the Provincial Health and Safety recommendations that are within the scope of the Society.
- 36.04 The employer agrees to work with the Union and the Joint Health and Safety Committee to implement and maintain the recommendations set out in the "Psychological Health and Well-Being in the Workplace – Summary of Recommendations" dated October 2015.

ARTICLE 37 - COMMUNICATION

- 37.01 All official correspondence between the parties must be forwarded to the Executive Director or designate, the President of the Local or designate with a copy to the Regional Office.
- 37.02 The Union shall be permitted to use the Society interoffice mailing system for the purpose of transmitting correspondence relating to Local business between committee members and shop stewards.
- 37.03 The Society agrees to provide bulletin boards for Union business within the central offices and residences.

ARTICLE 38 - WORKLOAD

- 38.01 The Society is responsible to provide services in accordance with its governing legislation, regulations, standards and Society policies and practices. The Society recognizes that the key to achieving this goal are the employees. The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and the collective well-being of all employees and recognizes the inherent worth and dignity of every employee. The Employer recognizes its role in the management of workload on an on-going basis.

It is the goal of the Society to keep caseloads within ranges on a monthly basis and to staff at the low end of each caseload range.

Definition

Workload ranges indicate the ideal range of cases that may be carried by individual child protection workers and by their aggregation, the service of operational units to which they are assigned. Specialized, or Society endorsed protected caseloads may impact upon the number of cases being carried by such workers. Where, following the appropriate assessment, a case has been designated for closure by a supervisor, after 30 calendar days it will not be included in the caseload counts. The expectation is that all case recording for case closure will be completed within 30 calendar days.

Workers carrying mixed caseloads will have those caseloads measured and assessed on a prorated basis in each service area represented on their caseload.

38.02 A Workload Review will be conducted at minimum on a monthly basis using the agreed upon “tools” as per LOU # 19

- (a) Case load ranges are as follows:
- Intake: 8-10 new assignments per month
 - Indigenous Services – Intake: 7-9 new assignments per month
 - Indigenous Services – Ongoing: 13-15
 - Indigenous Services – Child in Care: 13-15
 - Family Services: 15-17
 - Long Term Care Unit/ECM/CIC: 15-17
 - Home Study Team – Resources: 7-8 per quarter, 28-32 per year
 - Foster Care Teams: 18-20
 - Adoption Resources: 18-20
 - Kinship Services Assessment Worker: 14-16 (no more than 5 urgent at a time) 3-4 completed per month, 36-48 per year
 - Kinship Services Child and Youth Worker: 17-19
 - Kinship Search Worker: 10-12 range, target 3-4 completed per month, 36-48 per year
 - Foster Support: Wait to establish in new model
 - Family Support (Child and Youth Worker): 17-19

Admin workload will be measured by the admin Task List created by the Admin Working Group and recommendations shall be forwarded to the Workload Committee.

(b) Workload Review Form for the relevant position.

It is agreed that should a position be significantly altered or a new position be created, the Workload Committee will determine the appropriate range. It is understood that bargaining unit and management will ensure detailed and timely updates between meetings with their respective groups.

It is further agreed that French Service Providers will receive a reduced caseload which will be determined through the Workload Committee.

In addition to the above it is agreed the process for providing Kinship Services will be determined as per LOU # 20

- (c) The Workload Committee will evaluate the impact of CPIN on all Union positions on an ongoing basis. Any joint recommendations made will be implemented as per the timeline established by the Workload Committee.
- (d) All joint recommendations require the written signoff of the senior Union representative and the senior Employer representative on the Workload Committee.

38.03 Case load numbers for part-time workers and those in a job share will be pro-rated accordingly.

The pro-rating of caseloads occurs when workers have a mixture of cases, either ongoing and children in care with intake or foster and adoption with intake. In both situations, pro-rating is done by determining the percentage of cases the worker has of their normal caseload and then filling the remaining percentage with the corresponding percentage of intake cases. The following charts use this formula.

Ongoing/CIC Cases	Intake Cases
9	5
10	4
11	3
12	3
13	2
14	2
15	1
16	1
17	0

Foster/Adoption/CIC Cases	Intake Cases
10	5
11	4
12	4
13	3
14	3
15	2
16	2
17	1
18	1
19	1
20	0

38.04

Procedure(a) Employee Initiated:

- (i) In an effort to address individual workload issues, an employee may request a workload review outlining specific issues and/or by filling out a workload alert. A plan shall be made in writing between the employee, supervisor and a Union representative in order to bring the employees workload back into range of the target levels outlined in Article 38.02. It is understood that where relevant any plan may include appropriate coverage's for (including but not limited to) access visits, recordings, client visits, plan of care meetings, court appearances, required home visits, back-up time, etc. during working absences.
- (ii) The Society and Union President (designee) shall receive a copy of the workload alert and a copy of the written plan.
- (iii) It is understood that employees cannot refuse to accept a case based on workload issues.
- (iv) Where the employee and the supervisor are unable to develop an agreeable plan under Article 38.03, a designate from the Union and the Society shall meet within 10 calendar 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.

(b) Supervisor Initiated

The unit supervisors individually, and collectively with the Program Manager will monitor individual, unit, and departmental workload demands on a monthly, and on an as required basis. They will share the results of their analysis and recommendations with the Senior Directors, members in their unit and with members of their department at departmental meetings.

Where an employees' workload approaches or exceeds the range maximum over the averaged period, the following "Workload Review" will be initiated by the supervisor. Together with the employee, the 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 will 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 supervisor concludes that the employee's caseload "exceeds" the range maximum, the supervisor will initiate steps in response, including but not limited to the following:

1. Where the range maximum has been exceeded, no further cases be assigned 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 unit 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.

- 38.05 The following principles apply to workload:
1. Consider the safety, health and well-being of children and employees when assigning work.
 2. Provide regular ongoing supervision and consultation as required.
 3. Ensure that employees that leave the agency must provide sufficient notice so that they can be provided sufficient opportunity to complete documentation requirements prior to their last day of work.
 4. For those employees not covered by a range there shall be no unreasonable workload imposed in any classification.
- 38.06 The Society further agrees that supervisors and employees will work together to schedule protected documentation time for employees to complete case documentation and/or work. Such protected time shall be pre-scheduled on at least a monthly basis and shall normally be subject to supervisory approval and service needs. Should attendance to service needs result in the cancellation of the protected documentation time, and alternative time will be scheduled.

ARTICLE 39 – FRENCH LANGUAGE SERVICES (FLS)

- 39.01 Where there is a need, Employees who express an interest and have approval of their Supervisor may participate in French Language Education (FLS) and service provision.

The readiness of an employee to provide service in French will be determined through a joint (Society/Employee) process including a French language assessment by College Boreal (or equivalent).

Discontinued involvement in French Language Service provision may be determined either by the employee, their direct Supervisor, or the Supervisor overseeing the French Language initiative, which will not be considered discipline or a demotion. Such a decision shall be made jointly between the employee and the employer whenever possible and will not be unreasonably imposed.

SCHEDULE "A" - NOTES TO SALARY SCALES

- (1) The salary scales provide salary rates as of April 01, 2016, and replace all previous scales. The scales include final 1998 Pay Equity adjustment (subject to maintenance) as required by legislation. Wage amendments retroactive to April 1, 2016 for staff on payroll on day of ratification by both parties.
- (2) The scales have five percent (5.0%) increments. Employees entitled to an annual increment within the scale will normally be granted that increment on their appropriate anniversary dates.
- (3) Social Worker I (B.A. or Community College); Social Worker II (B.S.W.); Social Worker III (M.S.W.).
- (4) Social Workers do flow from Social Worker I to Social Worker II, or from Social Worker II to Social Worker III (to the maximum noted) without upgrading their educational qualifications.
- (5) All Social Work staff on complement as of July 16, 1987 were "grandfathered" which permits those employees to flow from Social Worker I to Social Worker II.
- (6) Unauthorized Child Protection Workers are defined by the Ministry of Children and Youth Services, 2017 Authorization Process. Unauthorized Child Protection Workers are further defined by those who have not completed authorized training, do not attend court, do not apprehend children and only carry half a caseload.
 - a) Unauthorized Child Protection Workers will be placed on the grid on the Unauthorized Child Protection Worker grid corresponding with their education.
 - b) All unauthorized Child Protection Workers on complement as of the date of ratification will be "grandfathered" and remain on their current step on the salary scale.
 - c) If authorization is delayed for reasons beyond the employee's control and takes longer than six (6) months, the employee will receive the wage increase retroactively to the six (6) month mark once authorized.
 - d) Newly authorized child protection workers will move to the appropriate Child Protection Worker wage scale as of the date of authorization.
- (7) Workers with a BSW, who return to school to receive the MSW designation will, upon completion, receive the MSW salary level that is at least fifteen percent (15%) above their prior BSW step rate or to MSW maximum (the lesser of).
- (8) Live-In child care staff will continue to receive a 5% premium over their appropriate step on the Live-Out Scale.
- (9) Part-time Residential/Child and Youth Worker Scales receive a "base rate" and 4% in lieu of vacation and 5% in lieu of benefits.
- (10) Part-time Residential rates apply to all hours worked from 7:00 a.m. to 11:00 p.m. A rate of 2009 = \$10.120 per hour; 2010 = \$10.423 per hour; 2011 = \$10.735 per hour applies

for all employees for night hours (sleepover) 11:00 p.m. to 7:00 a.m. and includes 4% in lieu of vacation and 5% in lieu of benefits.

- (11) Effective April 1, 2014, Part-time Child and Youth Workers shall be placed on the existing Part-time Residential 5-step grid. Current (i.e. as of April 1, 2012) Part-time Child and youth workers shall be grand parented on April 1, 2014 at Step 4. Effective April 1, 2014 and again at April 1, 2015, the grid for the base rate shall be increased by 2.95%.
- (12) Effective April 1, 2015 the top (i.e. 5th) Step on the Part-time Grid shall be increased by 1% under the component of vacation and benefits.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹ 2019.

FOR THE UNION:

B Malott
Mancekwell
Chh Chh
Karen Ludmore
Rud
S. W. G.
mcclelland
Olends

FOR THE SOCIETY:

Chm. Fr
Andrew D. G.

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2019-2020 (1820 Hours) Salary Scale (2018-2019 + 0.5%)							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerical 2a- Mail Clerk	26752.32	28089.94	29494.44	30969.16	32517.62	34143.50	
Clerical 2b- Clerk-Typist	30819.72	32360.70	33978.74	35677.67	37461.56	39334.64	41301.37
Clerical 3a- Info Clerk/Stats	36976.17	38824.98	40766.23	42804.54	44944.77	47192.01	49551.61
Clerical 4/5a- Sr Info Clerk	34728.79	36465.23	38288.49	40202.91	42213.06	44323.71	46539.90
Clerical 4/5b- Secretaries/Bookkeeper/ Sr Info	38395.13	40314.88	42330.63	44447.16	46669.52	49002.99	51453.14
Clerical 6a Maintenance	38600.42	40530.44	42556.97	44684.81	46919.06	49265.01	51728.26
Volunteer Services Co-ordinator	43891.01	46085.56	48389.84	50809.34	53349.80	56017.29	58818.16
Day Program	39437.31	41409.17	43479.63	45653.61	47936.30		
Child & Youth Worker	54654.55	57387.27	60256.64	63269.47			
Youth Support	40167.91	42176.31	44285.12	46499.38	48824.35	51265.56	53828.84
Sleepover	27794.63	29184.36	30643.58	32175.76	33784.55	35473.78	37247.46
Awake	40309.20	42324.66	44440.90	46662.94	48996.09	51445.89	54018.19
Live-Out	54164.25	56872.47	59716.09	62701.89			
Part-time Residential							
Hours	up to 575	576-1500	1501-3000	3001-4500	4500+		
Base	22.13	23.24	24.40	25.62	26.90		
Base + 4% Vacation + 5% Benefit	24.12	25.33	26.59	27.92	29.32		

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2020-2021 (1820 Hours) Salary Scale (2019-2020 + 1.2%)							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerical 2a- Mail Clerk		27073.35	28427.02	29848.37	31340.79	32907.83	34553.22
Clerical 2b- Clerk-Typist	31189.55	32749.03	34386.48	36105.81	37911.10	39806.65	41796.98
Clerical 3a- Info Clerk/Stats	37419.89	39290.88	41255.42	43318.20	45484.11	47758.31	50146.23
Clerical 4/5a- Sr Info Clerk	35145.53	36902.81	38747.95	40685.35	42719.62	44855.60	47098.38
Clerical 4/5b- Secretaries/Bookkeeper/ Sr Info	38855.87	40798.66	42838.60	44980.53	47229.55	49591.03	52070.58
Clerical 6a Maintenance	39063.63	41016.81	43067.65	45221.03	47482.08	49856.19	52349.00
Volunteer Services Co-ordinator	44417.71	46638.59	48970.52	51419.05	53990.00	56689.50	59523.97
Day Program	39910.55	41906.08	44001.38	46201.45	48511.53		
Child & Youth Worker	55310.40	58075.92	60979.72	64028.70			
Youth Support	40649.93	42682.42	44816.54	47057.37	49410.24	51880.75	54474.79
Sleepover	28128.17	29534.58	31011.30	32561.87	34189.96	35899.46	37694.43
Awake	40792.91	42832.56	44974.19	47222.90	49584.04	52063.24	54666.41
Live-Out	54814.22	57554.94	60432.68	63454.32			
Part-time Residential							
Hours	up to 575	576-1500	1501-3000	3001-4500	4500+		
Base	22.40	23.52	24.69	25.93	27.22		
Base + 4% Vacation + 5% Benefit	24.41	25.63	26.91	28.26	29.67		

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2021-2022 (1820 Hours) Salary Scale (2020-2021 + 1.2%)							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerical 2a- Mail Clerk		27398.23	28768.14	30206.55	31716.88	33302.72	34967.86
Clerical 2b- Clerk-Typist	31563.83	33142.02	34799.12	36539.08	38366.03	40284.33	42298.55
Clerical 3a- Info Clerk/Stats	37868.92	39762.37	41750.49	43838.01	46029.91	48331.41	50747.98
Clerical 4/5a- Sr Info Clerk	35567.28	37345.64	39212.93	41173.57	43232.25	45393.86	47663.56
Clerical 4/5b- Secretaries/Bookkeeper/ Sr Info	39322.14	41288.25	43352.66	45520.29	47796.31	50186.12	52695.43
Clerical 6a Maintenance	39532.39	41509.01	43584.46	45763.69	48051.87	50454.46	52977.19
Volunteer Services Co-ordinator	44950.72	47198.25	49558.17	52036.08	54637.88	57369.77	60238.26
Day Program	40389.48	42408.95	44529.40	46755.87	49093.67		
Child & Youth Worker	55974.13	58772.83	61711.47	64797.05			
Youth Support	41137.72	43194.61	45354.34	47622.06	50003.16	52503.32	55128.49
Sleepover	28465.71	29888.99	31383.44	32952.61	34600.24	36330.25	38146.77
Awake	41282.43	43346.55	45513.88	47789.57	50179.05	52688.00	55322.40
Live-Out	55472.00	58245.60	61157.88	64215.77			
Part-time Residential							
Hours	up to 575	576-1500	1501-3000	3001-4500	4500+		
Base	22.66	23.80	24.99	26.24	27.55		
Base + 4% Vacation + 5% Benefit	24.70	25.94	27.24	28.60	30.03		

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2019 - 2020 SALARY SCALE - CHILD PROTECTION WORKER (2018-2019 + 0.5%)

Apr 1, 2019 - Mar 31, 2020 = 1820 Hours (7 Hour Day)

Years of Service		1	2	3	4	5	6	7	8	9
		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
S.W.I - BA	Annual	\$53,264.57	\$55,927.80	\$58,724.19	\$61,660.40	\$64,743.42	\$67,980.59	\$71,379.62	\$74,948.60	
	Bi-Weekly	\$2,048.64	\$2,151.07	\$2,258.62	\$2,371.55	\$2,490.13	\$2,614.64	\$2,745.37	\$2,882.64	
	Hourly	\$29.27	\$30.73	\$32.27	\$33.88	\$35.57	\$37.35	\$39.22	\$41.18	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
S.W.II- BSW	Annual			\$58,724.19	\$61,660.40	\$64,743.42	\$67,980.59	\$71,379.62	\$74,948.60	
	Bi-Weekly			\$2,258.62	\$2,371.55	\$2,490.13	\$2,614.64	\$2,745.37	\$2,882.64	
	Hourly			\$32.27	\$33.88	\$35.57	\$37.35	\$39.22	\$41.18	
						SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9
S.W. III - MSW	Annual					\$64,743.42	\$67,980.59	\$71,379.62	\$74,948.60	\$78,696.03
	Bi-Weekly					\$2,490.13	\$2,614.64	\$2,745.37	\$2,882.64	\$3,026.77
	Hourly					\$35.57	\$37.35	\$39.22	\$41.18	\$43.24

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SCHEDULE "B" WAGES AND CLASSIFICATIONS

2020 - 2021 SALARY SCALE - CHILD PROTECTION WORKER (2019-2020 + 1.2%)

Apr 1, 2020 - Mar 31, 2021 = 1820 Hours (7 Hour Day)

Years of Service		1	2	3	4	5	6	7	8	9
		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
S.W.I - BA	Annual	\$53,903.74	\$56,598.93	\$59,428.88	\$62,400.32	\$65,520.34	\$68,796.36	\$72,236.17	\$75,847.98	
	Bi-Weekly	\$2,073.22	\$2,176.88	\$2,285.73	\$2,400.01	\$2,520.01	\$2,646.01	\$2,778.31	\$2,917.23	
	Hourly	\$29.62	\$31.10	\$32.65	\$34.29	\$36.00	\$37.80	\$39.69	\$41.67	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
S.W.II- BSW	Annual			\$59,428.88	\$62,400.32	\$65,520.34	\$68,796.36	\$72,236.17	\$75,847.98	
	Bi-Weekly			\$2,285.73	\$2,400.01	\$2,520.01	\$2,646.01	\$2,778.31	\$2,917.23	
	Hourly			\$32.65	\$34.29	\$36.00	\$37.80	\$39.69	\$41.67	
						SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9
S.W. III - MSW	Annual					\$65,520.34	\$68,796.36	\$72,236.17	\$75,847.98	\$79,640.38
	Bi-Weekly					\$2,520.01	\$2,646.01	\$2,778.31	\$2,917.23	\$3,063.09
	Hourly					\$36.00	\$37.80	\$39.69	\$41.67	\$43.76

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2021 - 2022 SALARY SCALE - CHILD PROTECTION WORKER (2020-2021 + 1.2%)

Apr 1, 2021 - Mar 31, 2022 = 1820 Hours (7 Hour Day)

Years of Service		1	2	3	4	5	6	7	8	9
		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
S.W.I - BA	Annual	\$54,550.59	\$57,278.12	\$60,142.03	\$63,149.13	\$66,306.58	\$69,621.91	\$73,103.01	\$76,758.16	
	Bi-Weekly	\$2,098.10	\$2,203.00	\$2,313.15	\$2,428.81	\$2,550.25	\$2,677.77	\$2,811.65	\$2,952.24	
	Hourly	\$29.97	\$31.47	\$33.05	\$34.70	\$36.43	\$38.25	\$40.17	\$42.17	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
S.W.II- BSW	Annual			\$60,142.03	\$63,149.13	\$66,306.58	\$69,621.91	\$73,103.01	\$76,758.16	
	Bi-Weekly			\$2,313.15	\$2,428.81	\$2,550.25	\$2,677.77	\$2,811.65	\$2,952.24	
	Hourly			\$33.05	\$34.70	\$36.43	\$38.25	\$40.17	\$42.17	
						SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9
S.W. III - MSW	Annual					\$66,306.58	\$69,621.91	\$73,103.01	\$76,758.16	\$80,596.07
	Bi-Weekly					\$2,550.25	\$2,677.77	\$2,811.65	\$2,952.24	\$3,099.85
	Hourly					\$36.43	\$38.25	\$40.17	\$42.17	\$44.28

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2019 - 2020 SALARY SCALE - UNAUTHORIZED CHILD PROTECTION WORKER

Apr 1, 2019 - Mar 31, 2020 = 1820 Hours (7 Hour Day)

		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
UNAUTHORIZED SW I- BA	Annual	\$47,938.11	\$50,335.02	\$52,851.77	\$55,494.36	\$58,269.08	\$61,182.53	\$64,241.66	\$67,453.74	
	Bi-Weekly	\$1,843.77	\$1,935.96	\$2,032.76	\$2,134.40	\$2,241.12	\$2,353.17	\$2,470.83	\$2,594.37	
	Hourly	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02	\$33.62	\$35.30	\$37.06	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
UNAUTHORIZED SW II- BSW	Annual			\$52,851.77	\$55,494.36	\$58,269.08	\$61,182.53	\$64,241.66	\$67,453.74	
	Bi-Weekly			\$2,032.76	\$2,134.40	\$2,241.12	\$2,353.17	\$2,470.83	\$2,594.37	
	Hourly			\$29.04	\$30.49	\$32.02	\$33.62	\$35.30	\$37.06	
						SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9
UNAUTHORIZED SW III- MSW	Annual					\$58,269.08	\$61,182.53	\$64,241.66	\$67,453.74	\$70,826.43
	Bi-Weekly					\$2,241.12	\$2,353.17	\$2,470.83	\$2,594.37	\$2,724.09
	Hourly					\$32.02	\$33.62	\$35.30	\$37.06	\$38.92

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2020 - 2021 SALARY SCALE – UNAUTHORIZED CHILD PROTECTION WORKER (2019-2020 + 1.2%)

Apr 1, 2020 - Mar 31, 2021 = 1820 Hours (7 Hour Day)

		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
UNAUTHORIZED SW. I- BA	Annual	\$48,513.37	\$50,939.04	\$53,485.99	\$56,160.29	\$58,968.30	\$61,916.72	\$65,012.56	\$68,263.18	
	Bi-Weekly	\$1,865.90	\$1,959.19	\$2,057.15	\$2,160.01	\$2,268.01	\$2,381.41	\$2,500.48	\$2,625.51	
	Hourly	\$26.66	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$35.72	\$37.51	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
UNAUTHORIZED SW. II- BSW	Annual			\$53,485.99	\$56,160.29	\$58,968.30	\$61,916.72	\$65,012.56	\$68,263.18	
	Bi-Weekly			\$2,057.15	\$2,160.01	\$2,268.01	\$2,381.41	\$2,500.48	\$2,625.51	
	Hourly			\$29.39	\$30.86	\$32.40	\$34.02	\$35.72	\$37.51	
					SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9	
UNAUTHORIZED SW.III- MSW	Annual					\$58,968.30	\$61,916.72	\$65,012.56	\$68,263.18	\$71,676.34
	Bi-Weekly					\$2,268.01	\$2,381.41	\$2,500.48	\$2,625.51	\$2,756.78
	Hourly					\$32.40	\$34.02	\$35.72	\$37.51	\$39.38

SCHEDULE "B" WAGES AND CLASSIFICATIONS

2021 - 2022 SALARY SCALE – UNAUTHORIZED CHILD PROTECTION WORKER (2020-2021 + 1.2%)

Apr 1, 2021 - Mar 31, 2022 = 1820 Hours (7 Hour Day)

		SW 1-1	SW 1-2	SW 1-3	SW 1-4	SW 1-5	SW 1-6	SW 1-7	SW 1-8	
UNAUTHORIZED SW I- BA	Annual	\$49,095.53	\$51,550.31	\$54,127.82	\$56,834.21	\$59,675.92	\$62,659.72	\$65,792.71	\$69,082.34	
	Bi-Weekly	\$1,888.29	\$1,982.70	\$2,081.84	\$2,185.93	\$2,295.23	\$2,409.99	\$2,530.49	\$2,657.01	
	Hourly	\$26.98	\$28.32	\$29.74	\$31.23	\$32.79	\$34.43	\$36.15	\$37.96	
				SW 2-3	SW 2-4	SW 2-5	SW 2-6	SW 2-7	SW 2-8	
UNAUTHORIZED SW II- BSW	Annual			\$54,127.82	\$56,834.21	\$59,675.92	\$62,659.72	\$65,792.71	\$69,082.34	
	Bi-Weekly			\$2,081.84	\$2,185.93	\$2,295.23	\$2,409.99	\$2,530.49	\$2,657.01	
	Hourly			\$29.74	\$31.23	\$32.79	\$34.43	\$36.15	\$37.96	
					SW 3-5	SW 3-6	SW 3-7	SW 3-8	SW 3-9	
UNAUTHORIZED SW III- MSW	Annual					\$59,675.92	\$62,659.72	\$65,792.71	\$69,082.34	\$72,536.46
	Bi-Weekly					\$2,295.23	\$2,409.99	\$2,530.49	\$2,657.01	\$2,789.86
	Hourly					\$32.79	\$34.43	\$36.15	\$37.96	\$39.86

OPSEU/SEFPO

SCHEDULE "B"
WAGES AND CLASSIFICATIONS

EMERGENCY DUTY PAY RATES			
APRIL 1, 2019 TO MARCH 31, 2020			
WORKERS:	BASE RATE	REGULAR STAFF Base Rate + 4% Vacation Pay	CONTRACT STAFF Base Rate + 4% Vacation Pay + 5% In lieu of benefits
Monday to Thursday	\$113.95	\$118.51	\$124.20
Sunday	\$158.63	\$164.97	\$172.90
Friday & Saturday	\$228.01	\$237.13	\$248.53
Stat Holidays	\$264.00	\$274.56	\$287.77
Child and Youth Emergency Duty Employees			
Friday, Saturday, Sunday	\$53.13	\$55.26	
Stat Holidays	\$66.42	\$69.08	

SCHEDULE "B"
WAGES AND CLASSIFICATIONS

EMERGENCY DUTY PAY RATES			
APRIL 1, 2020 TO MARCH 31, 2021			
WORKERS:	BASE RATE	REGULAR STAFF Base Rate + 4% Vacation Pay	CONTRACT STAFF Base Rate + 4% Vacation Pay + 5% In lieu of benefits
Monday to Thursday	\$115.32	\$119.93	\$125.70
Sunday	\$160.53	\$166.95	\$174.98
Friday & Saturday	\$230.75	\$239.98	\$251.51
Stat Holidays	\$267.17	\$277.85	\$291.21
Child and Youth Emergency Duty Employees			
Friday, Saturday, Sunday	\$53.77	\$55.92	
Stat Holidays	\$67.22	\$69.91	

SCHEDULE "B"
WAGES AND CLASSIFICATIONS

EMERGENCY DUTY PAY RATES			
APRIL 1, 2021 TO MARCH 31, 2022			
WORKERS:	BASE RATE	REGULAR STAFF Base Rate + 4% Vacation Pay	CONTRACT STAFF Base Rate + 4% Vacation Pay + 5% In lieu of benefits
Monday to Thursday	\$116.70	\$121.37	\$127.21
Sunday	\$162.46	\$168.95	\$177.08
Friday & Saturday	\$233.52	\$242.86	\$254.54
Stat Holidays	\$270.38	\$281.19	\$294.71
Child and Youth Emergency Duty Employees			
Friday, Saturday, Sunday	\$54.42	\$56.59	
Stat Holidays	\$68.03	\$70.75	

SCHEDULE "B" WAGES AND CLASSIFICATIONS

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~

FOR THE UNION:

B Malott
R Wancekwell
Chris Chalk
Karen Cadmore
L. A.
E. Grey
M. McKinnell
B. Bonds

FOR THE SOCIETY:

Chambers
Andrew W. J.

APPENDIX A – MEMORANDUM

TO All Family Visiting Staff

FROM Nic Goetz, Family Visiting Program

CC Meg Lewis, Michelle Halle, Laurie Nancekivell, Linda Nicholls,
Andrew Dutz,

DATE January 19, 2012

SUBJECT Shift Coverage Protocol

.....

In an effort to improve scheduling in the Family Visiting Program, a new scheduling procedure will be launched for shift coverage beginning January 30, 2012. At that time, “availability” will no longer be used for scheduling. Planned shifts will be scheduled using an email system and call sheets will continue to be used for short notice shifts.

Scheduling Procedures

- The Family Visiting Program Supervisor will continue to schedule part-time hours in three blocks throughout the year. See below.

Block	Full-time time-off requests due	Schedule posted (or Monday that follows a weekend)
Jan-April	Dec. 1	December 15
May-August	April 1	April 15
September-December	Aug 1	August 15

- Full-time staff is to email their Family Visiting Supervisor their time off requests for the block by the first of the month previous to the block.
- All shifts will be emailed to part-time as per the Email Call Out procedures, and will be scheduled based on seniority and the Employment Standards Act.
- The block schedule will be posted for all part-time and full-time staff at the Family Visiting Program Administrative Assistance desk.
- When a part time staff commits to covering a temporary assignment (consisting of 5 consecutive working days coverage for a full time staff) it is the expectation that the part time staff will follow through with this commitment. Should a situation arise where a part time staff needs time off during a scheduled temporary assignment please seek approval from the Family Visiting Program Supervisor. Should a part

time staff have a pre-existing commitment that would preclude them from accepting a temporary assignment, and this pre-existing commitment is minimal, please consult with the Family Visiting Program Supervisor, prior to accepting the temporary assignment.

- There will be a separate Part Time Staff list for the Strathroy Program. Only Part Time Staff that have identified a willingness to work in Strathroy Program will be scheduled for those shifts.
- For time off needs following the block posting, the below Email Call Out system will be used.

Email Call outs

- All part-time staff is required to provide an email address to the Human Resource Department and the Family Visiting Program Supervisor for the purpose of scheduling.
- All time off requests and coverage needs are to be sent for approval to Supervisor via email to: ngoetz@caslondon.on.ca by 3pm on Tuesdays and Thursdays. The date(s) requested must clearly be stated in the email subject line.
- All available shifts will then be sent via email all part-time staff that are not already scheduled to work on that day by 6 pm on Tuesdays and Thursdays.
- Part-time staff is expected to check their email for any available shifts after 6 pm on Tuesdays and Thursdays.
- Staff will respond to the email, only if available for the shift. Response is required by 7 am the next day.
- Once scheduled, part-time staff will be notified via email and the shift will be placed on the schedule on or around 9 am that same morning.
- In the event a part-time or casual staff's email is not working, it will be the staff's responsibility to get the shift information.

Phone Call outs

- In the event there are any shifts with little notice for approval or are emergency shifts (i.e. sick calls), it may be necessary to cover the shifts via phone.
- The Family Visiting Program Supervisor will maintain a part-time staff list in order of seniority to be used for scheduling.
- All staff will be called (there will no longer be staff availability) unless already scheduled or there is specific direction from the Supervisor stating otherwise.
- If Part Time staff do not answer the call the supervisor or administrative assistant will proceed to the next part time staff on the list.
- There will be a separate Part Time Staff list for the Strathroy Program. Only staff that have identified a willingness to work in Strathroy will be called for those shifts.

If you have any further questions, please contact your supervisor.

APPENDIX “B” – HUMAN RESOURCE ADJUSTMENT PLANS (HRAP)

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

PREAMBLE (Consensus Agreement Appendix B)

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

ARTICLE 1 – SCOPE AND PURPOSE

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

ARTICLE 2 – GENERAL

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not

limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.

- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

ARTICLE 3 – DEFINITIONS

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

ARTICLE 4 – SENIORITY

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
 - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall

receive the greater amount of seniority and service held at either Predecessor Employer.

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

ARTICLE 5 – ACCESS TO WORK

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

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

Employer will be included for purposes of placement on the aforementioned integrated seniority lists.

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

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

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

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

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

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

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

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

ARTICLE 8 – TERMS OF EMPLOYMENT

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

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

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

ARTICLE 10 – TERM AND APPLICATION

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

LETTER OF UNDERSTANDING #1
Re: Employment Insurance Rebates

It is understood and agreed that the Society has applied all Employment Insurance rebates otherwise payable towards the settlement of this Agreement and all former wage settlements. Furthermore, it is the intention of the Society to continue applying Employment Insurance rebates otherwise payable to employees to future settlements.

SIGNED at London, Ontario this 15 day of February, ~~2019~~ ²⁰²¹

FOR THE UNION:

B Malott
L Wankwell
Carl Clark
Karen Cudman
Landa
St H-y
Moskiew
Barab

FOR THE SOCIETY:

Chris [Signature]
Andrew [Signature]

LETTER OF UNDERSTANDING #2

Re: Staff Representation on Board and Committees

It is the intent of the Society to maintain the present practice regarding the participation of one (1) staff member on the Board and selected Committees. Such staff members have voting privileges on the specified committees but not on the Board of Directors. Staff members will be excluded from those portions of meetings held "in camera".

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
Wancekwell
Chris Clarke
Karen Ludmore
R. [Signature]
[Signature]
McGee
[Signature]

FOR THE SOCIETY:

[Signature]
[Signature]

LETTER OF UNDERSTANDING #3
Re: Staff Evaluation

The Society agrees to evaluate each new part-time residential /child and youth worker employee within five hundred and seventy-five (575) hours of employment and annually thereafter.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹2019.

FOR THE UNION:

B Malott
Worcester
Chris Chalk
James Ludman
L. A.
A. J.
M. G. O.
Chad

FOR THE SOCIETY:

Chris P.
Andrew W.

LETTER OF UNDERSTANDING #4
Re: Case Load Assignment

It is the intention of the Society that Team Supervisors will discuss the assignment of any new cases with the employee affected before such assignment is made. If this procedure results in difficulties which are not resolved, the employee may discuss the matter with the Manager/Department Director.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
L Hancock
Chick Clark
Alex Badman
R. A.
S. King
M. O'Connell
D. Sands

FOR THE SOCIETY:

Chris [Signature]
Andrew [Signature]

LETTER OF UNDERSTANDING #5
Re: Article 30.10 - C.C.W. Work Schedules

It is understood and agreed that for the period of this Contract the following shall apply to the scheduling of working hours for all staff model homes. Individual work schedules shall be established for each staff model home. Such work schedules shall be established on a cycle based on one week per each employee. The work schedule shall provide:

- (i) the parties agree that we have an averaging Agreement over not more than four (4) weeks, for the purpose of Section 22 of the Employment Standards Act;
- (ii) notwithstanding Article 30, hours will be averaged over four (4) weeks and some of the shifts will exceed eight (8) hours. All schedules should be reviewed by the Standards Committee at the request of the Union or the Employer;
- (iii) the maximum number of weekends off;
- (iv) the maximum number of hours off between shifts;

SUPPLEMENTARY
LETTER OF AGREEMENT
RE: AVERAGING

The February 12, 2004 letter #5 is hereby modified, such that the parties agree to Averaging over a period of up to six (6) consecutive weeks, and to provide this agreement as part of a request for approval by the Ministry of Labour for averaging hours of work for overtime pay purposes. The parties agree that the work week for Part VIII of the *Employment Standards Act* is from 12:01 a.m. Sunday to midnight Saturday for group homes designated by the Agency and the "work week" in other locations is 12:01 a.m. Monday to Sunday midnight. This Agreement expires with the expiry of the collective agreement (Term: April 1, 2016 to March 31, 2019).

SIGNED at London, Ontario this 15 day of February, ²⁰²¹2019.

FOR THE UNION:

B Malott
Andrew
Chris Chatter
Karen Cudmore
Paul
W. J.
McArthur
Doels

FOR THE SOCIETY:

Chris Pro
Andrew Hyl

LETTER OF UNDERSTANDING #6

Re: Joint Representations

The Employer and the Union have agreed that they will arrange, during the term of the present Collective Agreement, to work through their respective Associations, making joint representations to the Ministry of Children, Community and Social Service, with respect to the allocation of funds of the Agency. It is agreed that such representations will be made on a joint basis to Ministry Officials in order to show how the present funding practice raises difficulties in the collective bargaining process with respect to salaries and other cost items.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
A Macleod
Chh Chh
Karen Ludman
R...
P...
M...
D...

FOR THE SOCIETY:

Chris...
Andrew...

LETTER OF UNDERSTANDING #7
Re: Access to Financial Information

The Employer agreed during the course of negotiations to make available to the Union or a Committee of the Union any financial data pertaining to the operation of the Children's Aid Society of London and Middlesex, as it may need.

SIGNED at London, Ontario this 15 day of February, ~~2019.~~ ²⁰²¹

FOR THE UNION:

B. Malo
W. McKewell
Ch. Clarke
Kevin Anderson
R. [unclear]
E. [unclear]
m. [unclear]
D. [unclear]

FOR THE SOCIETY:

Cham [unclear]
Andrew [unclear]

LETTER OF UNDERSTANDING #8
Re: Standardization Committee
Morale and Training Committee
Advisory Committee

It is understood that OPSEU Local 116 will appoint one (1) member per group home to each of the Standardization Committee, to the Advisory Committee, and to the Morale and Training Committee, while such Committees continue to exist. Current volunteer members to the Committees will continue.

It is also understood that the Union representatives on the above-noted Committees may refer unresolved issues to the Local Union Executive for further action, and in such cases the Chair of each Committee will be so notified in writing.

SIGNED at London, Ontario this 15 day of February, ~~2019~~ ²⁰²¹.

FOR THE UNION:

B Malott
M MacKwell
Chris Chait
Kevin Audmoe
Linda
Shirley
McCormick
Wendy

FOR THE SOCIETY:

Chris
Andrew

LETTER OF UNDERSTANDING #9
Re: Residential Postings

The Society agrees to post certain part-time Residential positions (less than 24 hours) for the purposes of providing more continuity of care, assisting in scheduling and offering increased stability of hours, without causing an increase in compensation costs.

A part-time posted residential position may cover more than one (1) location. There is not a fixed number of such positions. Casual part-time hours will still exist. The parties will use the Residential Standards Sub-Committee to review how this new process is developed, implemented and evaluated.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B. Melott
R. MacKewell
Chris Chalk
Karen Cudmore
Linda
E. H. S.
McCauley O
David

FOR THE SOCIETY:

Chris S.
Andrew D.

LETTER OF UNDERSTANDING #10 Re: Workload

The Agency agrees that upon the implementation of the new service model and recognizing that there will be certain changes to assignments, expectations or duties of staff, the Joint Union/Management Workload Committee will reassess workload ranges and make recommendations for implementation.

Thereafter, the Society and Union Executive plus the Staff Representative will meet prior to implementation.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
A Makweel
Christa Crabb
Karen Ludmore
Rust
L W
mackree
Clara

FOR THE SOCIETY:

Chris [Signature]
Andrew [Signature]

LETTER OF UNDERSTANDING #11

Re: Bargaining Unit Scope

The current System Network Analyst positions remain excluded from the bargaining unit. Future additional Computer Technician positions will be included in the bargaining unit.

It is agreed that supplemental security resources will be done by outside contractors. It is further agreed that should the regular use of supplemental security resources (not for the purposes of backfilling) equal a full time position, an additional full time security guard position will be added to the bargaining unit.

Effective January 1, 2001, the Process Server job will be included in the bargaining unit and at or before that time, the parties will meet to resolve any necessary terms and conditions.

SIGNED at London, Ontario this 15 day of February, ~~2019~~ ²⁰²¹.

FOR THE UNION:

B Malott
L. Winkwell
Ch. Chate
Karen Cadmore
L. A.
S. H.
M. G.
Chate

FOR THE SOCIETY:

Chris King
Andrew King

LETTER OF UNDERSTANDING #12

Re: Article 30.10

Scheduled and non-scheduled residential part-time hours will be assigned based on seniority in each home.

Effective March 2003:

Hiring

- The Part-time Residential hiring process (interview, hire letter) will be revised to reflect the minimum block requirement (4 in 2009, 5 in 2010, 6 in 2011 shifts per block). Part-time Residential staff members are expected to work this number of shifts regardless of length to ensure that they are up to date and familiar with the current residential programs. It is expected that a balance of all shifts, including weekends, overnights and statutory holidays occurs (exception for staff members who wish to only work overnights).
- All part-time staff members are required to have an email address and must provide such to the H.R. Department upon hire, for the purpose of scheduling. Where **exceptional circumstances exist** and an employee does not have access to an email account the employer agrees to call the employee when shifts become available.
- Upon hire, part-time residential staff will be assigned and oriented to a primary home in order to ensure familiarity to residents, staff, and programs and completion of a regular evaluation by the Group Home Co-coordinator;
- Upon hire, part-time residential staff may be oriented to all programs.
- Revised (on the basis of seniority) lists of part-time residential staff will be prepared for each home. These lists will be updated monthly in Human Resources, to maintain accuracy of any accumulated part-time hours. All "leaves of absence" must be approved by the Director of Human Resources, as per Article 21.
- Part-time residential staff may work up to 88 hours every two weeks (average of 44 hours per week). Part-time residential staff are to monitor their hours to ensure that they do not exceed the limits. Part-time residential staff will advise the Coordinator prior to accepting the shift if it may lead to an overtime situation. This will also be monitored by Human Resources on a monthly basis (through payroll records), and if the part-time residential staff has worked overtime, the Group Home Coordinator will be asked to discuss the matter with the staff, and ensure future compliance to the limits. If the part-time residential staff works in excess of an average of 44 hours per week (over a 2-week period) then they will be paid at time-and-a-half for the excess hours.

- Given that our mutual interest is to ensure that Full-time staff do not work (excessive) overtime, we will exhaust the Primary and Secondary lists within a home prior to requesting Full-time Staff** to work overtime. All such overtime must be authorized (e.g. Group Home Co-coordinator/Emergency Duty Supervisor); and seniority will be recognized in the call-in process.
- If a Part-time residential staff member has not worked the requirement in the block **(4 in 2009, 5 in 2010, 6 in 2011, shifts)**, such will be reviewed by the Director of Human Resources. Article 13.02 (c) will apply, and employment may terminate except where an employee has not been offered any shifts.
- **Full-time staff includes all classifications (i.e. Child and Youth Worker, Residential)

Staffing List

- Part-time staff that has accepted a “contract” position (covering for a full-time position) will be considered as full-time.
- Where possible, part-time staff will be contacted for the (block scheduling).
- It will be the part-time residential staff responsibility to check the schedule for assigned hours.
- Part-time staff may be contacted on an “emergency” basis even though they are not oriented to the home.

Schedules

- Full-time residential staff members, wherever possible, will be expected to submit their requests for known time off (for the upcoming 4 month period) one month in advance (by June 1, to encompass the period of July 1 through October 31; October 1, to cover the time periods of November 1 through February 28/29th; and February 1, to cover the time periods of March 1 through June 30th) of the preparation of the upcoming 4 month schedule. Later requests for time off will be granted pending the availability of appropriate, and approved, coverage;
- Completed schedules will be posted on or before the 15th of each month.
- Group Home coordinators will contact part-time staff members to distribute the upcoming schedule, highlighting where shifts need to be covered.
- Shifts will be assigned according to:
 - (a) Seniority

- (b) Equitability (part-time residential staff may be “assigned” on an equal basis to any three shifts on a particular date). The longer shift in any given day will be assigned to the most senior part-time residential staff.
- Part-time residential staff holding other full-time positions at the Society will be contacted on a “seniority” basis and may accept up to 4 hours per week (based on a 40 hour work week) or 9 hours per week (based on a 35 hour work week), which can be averaged over a four-week period. As with other part-time staff, these particular staff will need to monitor their hours to ensure that they do not place themselves in an overtime situation.
 - All emergency overtime will be paid at one and one half (1½) times salary and a yellow slip must be submitted.
 - Block assignments may be used in the scheduling process for known vacancies exceeding five days and up to sixty days (extended sick time, vacation, leave, etc.) to provide stability for a program. Staff will be compensated at the plus five-day rate.
 - Part-time staff who have accepted a “contract” position (covering for a full-time position) will not be called for shifts, unless in an emergency situation, like other full-time residential staff.
 - Shifts that begin within a 24-hour period will be considered as “Emergency”. These shifts will be given to the first person to accept, based on seniority. When calls are made to fill emergency shifts, there will be ten (10) minutes between successive calls.
 - For “non-emergency” shifts, contact to part-time staff members will occur by 4 p.m., and the staff members need to respond by 9 a.m. These shifts will be given based on seniority.
 - Full-time staff/part-time staffs who are directed to secure additional part-time residential staff coverage must do so on the basis of “seniority” also.
 - Any changes in shifts by a part-time staff must be approved by the coordinator.
 - If concerns where disputes arise in the scheduling of staff, and the program needs are unable to be met, then the established protocol will be utilized (a joint meeting with the Group Home Coordinator, OPSEU representative and the Residential Supervisor). It is expected that a preliminary meeting with the Group Home Coordinator has occurred first.
 - When calls are made to fill emergency shifts, there will be ten (10) minutes between successive calls.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹ 2019.

FOR THE UNION:

B Melott
Annabel
Chris Chait
Helen Cudmore
Linda
S. H. H.
McGee
Wanda

FOR THE SOCIETY:

Chris P.
Clayton H.

LETTER OF UNDERSTANDING #13

Re: Contract Employees

It is agreed that all contract employees shall receive OMERS pension contributions when eligible, after one year of continuous employment.

Child Protection Worker Contract Employees

1. The Employer will continue to provide the Union with a list of contract employees and those employees on approved leave on a quarterly basis.
2. If a permanent employee resigns, retires, is terminated, or their employment otherwise comes to an end and if the Employer determines that the cessation of employment has resulted in a vacancy that must be filled, the most senior contract employee with at least one (1) year of continuous service at the time of the cessation of employment shall be offered a permanent position if one is available.
3. Nothing in the above shall interfere with the provisions in the collective agreement requiring the posting of vacancies.

This Letter of Understanding will be reviewed on an annual basis. Either party can terminate this Letter of Understanding by providing two weeks written notice.

SIGNED at London, Ontario this 15 day of January, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
L Macleod
Chris Chalk
Karen Cudmore
L. [Signature]
A. [Signature]
mcoakere
Blands

FOR THE SOCIETY:

Chris [Signature]
Andrew [Signature]

LETTER OF UNDERSTANDING #15

Re: Benefits Savings

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

SIGNED at London, Ontario this 15 day of February ²⁰²⁰ ~~2019~~.

FOR THE UNION:

B Melott
L MacKwell
Chris Clark
Yvonne Adamson
Linda
Elizabeth
McCaig
Deeds

FOR THE SOCIETY:

Alan King
Andrew King

LETTER OF UNDERSTANDING #16
Re: Benefits Savings

The Employer agrees to recommend to the Benefits Savings Committee established under the PDT that strong consideration be given to the concept of using benefits savings towards the provision of retiree benefits in this sector.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹2019.

FOR THE UNION:

B. Malott
Annexwell
Chitra Clark
Karen Ludmore
L. [unclear]
[unclear]
[unclear]
[unclear]

FOR THE SOCIETY:

[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

LETTER OF UNDERSTANDING #17

Re: Provincial Discussion Table and Sub-Committees

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

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

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

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B Malott
Wanckwell
Chin Clout
Kevin Ludman
Ruth
W. J.
McIntyre
D. Davis

FOR THE SOCIETY:

Alan King
Andrew King

LETTER OF UNDERSTANDING #18

Re: Local Superior Provisions

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4, 2011, states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed collective agreement, unless mutually agreed locally by the parties. The parties to this collective agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this collective agreement, expiring March 31, 2019.

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

SIGNED at London, Ontario this 15 day of February, ²⁰²¹ 2019.

FOR THE UNION:

B Malott
M. Macleod
Ch. Chalk
Karen Cadmore
L. A.
A. H.
m. Cook
D. L.

FOR THE SOCIETY:

Chambers
Andrew H.

LETTER OF UNDERSTANDING #19

Re: Workload Review Tools

It is understood that the Society and the Union agree to the implementation of the Workload Review Forms developed by the Joint Workload Committee. These forms are to be used as tools to assess the impact of the “other factors” regarding workload as outlined in Article 38.03 (a).

It is further agreed that the Workload Committee will oversee the implementation and evaluation of the workload tools. Implementation will begin with a trial period of six months beginning in approximately late September 2016. At the end of the trial period, the Workload Committee will evaluate the workload tools and make the necessary adjustments to improve their efficiency and effectiveness.

Implementation will include the following:

- How the tools are to be used (frequency, where the documents are stored etc.)
- Developing an effective communication and implementation plan to union and management employees
- Assessing the progress related to implementation
- Addressing and processing issues that require clarification

Evaluation will include examining the following:

- Are the tools effective
- Are the tools being used appropriately
- What needs to be changed or refined
- What are the trends, common themes and pressure areas that need to be addressed at an agency or systems level

The Workload Tools will continue to be used during the evaluation period. Once evaluation is complete, the Workload Committee will make the appropriate changes to the tools and/or process and communicate the changes to the union and management. The Workload Committee will then monitor the effectiveness and use of the tools at regular intervals and continue to make changes and adjustments as necessary.

SIGNED at London, Ontario this 15 day of February, ~~2019~~ ²⁰²¹.

FOR THE UNION:

B. Malott
K. MacKinnon
Chris Clark
Helen Cudmore
Linda
[Signature]
McGee
[Signature]

FOR THE SOCIETY:

Chris [Signature]
Andrew [Signature]

LETTER OF UNDERSTANDING #20

Re: Kinship Service

It is understood and agreed that the Society and the Union, through the Workload Committee, will engage in further discussions related to the provision of Kinship Services.

The areas to be discussed include, but are not limited to:

- Validation of the number of kinship families that have children placed with them
- Assessment of the needs of each kinship family to determine the level of kin support needed and develop a plan of service
- Who is to be involved in the assessment of needs and service planning for the kinship family
- When a kinship family should be referred for kin service
- The optimal structure of kinship services which will include decisions regarding:
 - Who carries the file
 - Who is responsible for completing the kinship standards
 - Who is responsible for completing the protection standards
 - How child protection workers will have access to kinship documents on e-forms
- How to ensure that all kin standards are met on every file

Further, it is understood and agreed that the Workload Committee will work jointly to engage in the planning, implementation and evaluation of the revised model of service delivery of kinship services.

LETTER OF UNDERSTANDING #21

Re: OPSEU Joint Trusteed Benefit Fund

It is agreed that the OPSEU Joint Trusteed Benefit Fund will be invited to make a presentation on the Fund to the Finance Committee of the Board of Directors of the Society and the members of the Union's Bargaining Team. Other Board members will be notified of the presentation and may attend.

SIGNED at London, Ontario this 15 day of February, ~~2019~~ ²⁰²¹

FOR THE UNION:

B Malott
L Wincekwell
Chad O'Neil
Karen Lidmore
Ruth
R H z
mcockerell
Dae ts

FOR THE SOCIETY:

Christy
Andrew Hyl

LETTER OF UNDERSTANDING #22 Re: Emergency Duty/After Hours Services

The employer agrees to have a Service Model in place that meets all legislative requirements and the Collective Agreement by January 1, 2020.

The employer agrees to create a joint committee with the union to identify, and address the needs of and the issues with the after-hours program including the number of Emergency Duty Workers within 30 days from the date of ratification.

In the meantime, the employer agrees to schedule an additional Emergency Duty Worker on Friday to align with the new shift hours. The employer further agrees to schedule an additional Emergency Duty Worker per shift (total of 4 Sunday to Thursday and 5 Friday and Saturday) until December 31, 2019 to address the workload demands of CPIN.

SIGNED at London, Ontario this 15 day of February, ²⁰²¹~~2019~~.

FOR THE UNION:

B. Malott
A. Maxwell
Christie Chavitt
Karen Ludmore
L. [Signature]
[Signature]
[Signature]
[Signature]

FOR THE SOCIETY:

[Signature]
[Signature]

**APPENDIX "C" – PROVINCIAL DISCUSSION TABLE (PDT) CONSENSUS
AGREEMENT**

**CAS PROVINCIAL DISCUSSION TABLE (PDT)
CONSENSUS AGREEMENT**

between

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

and

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

and

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

and

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

and

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

June 3rd, 2011

1. **Preamble**

- a. The parties agreed to establish a Provincial Discussion Table (PDT) in an effort to:
- explore the areas of systemic mutual interest
 - increase labour stability in the child welfare sector during a time of change
 - create an environment that facilitates sustainable quality service
- b. The principles that guided the discussions included the following:
- consideration of the best interests of the children, youth and families supported by the child welfare sector;
 - the interests of the entire child welfare sector will be considered;
 - MCYS and the Ministry of Labour remain at the table as a party to the discussions.
 - employers and locals shall have an opportunity to participate in the Provincial Discussion Table via their respective representatives;
 - any agreements must be flexible and recognize that the child welfare sector cannot be mandated into a model of bargaining; local autonomy and authority of each organization must be recognized;
 - no employer or local can lose current entitlements by engaging in this current PDT process;
 - the culture and fabric within individual Employers is to be maintained
- c. Agreement and Ratification
- The parties agree that this Consensus Agreement has no force or effect unless it has been agreed to by all of the parties to it.
 - The parties to this Consensus Agreement agree to unanimously recommend that the terms set out in Parts [9, 10, 11, 12, 13, 14, 15, and 16] above be accepted by all participating Employers and local Unions, ratified by their principals, and incorporated into their renewal collective agreements.

- d. The legal obligation to negotiate a collective agreement remains with each individual employer and its local union.
- e. It is understood that all references to employees made herein and in any Appendix hereto are references to bargaining unit employees only.

2. **Aboriginal Considerations**

It is recognized that significant changes with respect to Aboriginal Services, both in legislation and practice, is required and anticipated. There may be current practices and /or matters of evolving self determination that require specific consideration and may not be fully consistent with the Consensus Agreement. These matters will be bargained locally and take precedence over the provisions in this Consensus Agreement.

3. **Parties to the Consensus Agreement**

This Consensus Agreement has been reached after discussions among representatives of the 4 bargaining agents (CUPE, OPSEU, CEP & Simcoe CAS ea) and CAS Employers which were facilitated by the Ministry of Labour.

4. **Pay Equity**

Nothing in this Consensus Agreement is to be interpreted or applied so as to reduce any right or an entitlement under the *Pay Equity Act*.

5. **Provincial Discussion Table (PDT)**

- a) The parties agree to form the Provincial Discussion Table (PDT), which shall be a tripartite body composed of representatives from MCYS, labour representatives from OPSEU, CUPE, Simcoe CAS ea and CEP, and employer representatives.
- b) The PDT shall be established within three (3) months of the signing of this agreement as follows:
 - i) Composed of MCYS representatives, six (6) employer representatives, two (2) CUPE representatives, two (2) OPSEU representatives, one (1) Simcoe CAS ea representative, and one (1) CEP representative. Additional resource staff may be invited by any party, subject to the agreement of the other parties. Expenses (travel, meals and accommodation), salaries and benefits incurred for participation in this advisory committee and/or its sub-committee meetings shall be paid by MCYS in accordance with the terms of its Expense Policy.
 - ii) The PDT shall be chaired on a rotating basis by the employer group and the labour group.

- iii) The PDT will have authority to recommend sub-committees/working groups comprised of representatives of the parties to this agreement as required to fulfill its objectives, subject to approval by the parties.
- iv) The PDT shall meet quarterly and may schedule additional meetings as required, if agreed by the parties and shall be in effect for the term of this agreement.
- c) The general purpose of the PDT and its sub-committees/working groups shall be to:
 - i) Discuss issues brought to it by MCYS or any one of the parties to this agreement that may arise from the implementation of the CAS PDT over the course of this agreement.
 - ii) Discuss human resource issues related to ensuring the delivery of quality services and supports to the children, youth and families served.
 - iii) Discuss labour issues for the sector such as recruitment, retention, workload, staffing and support levels.
 - iv) Discuss labour force strategies for the existing and emerging aboriginal sector that recognizes their uniqueness.
 - v) Consider such other issues as agreed to by the participants.
 - vi) Where there is mutual agreement, make joint recommendations to the MCYS.
- d) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion. These may include MCYS or provincial reports related to service and staffing trends across the child welfare sector.
- e) Participation at the PDT is not intended to interfere with any of the parties' relationships with MCYS.

6. **PDT – Sub-Committee - Worker Safety Group**

- a) The parties agree to establish a Worker Safety Group, which will be a sub-committee of PDT, to advise and report on systemic matters relating to the occupational health and safety of child welfare sector workers in Ontario. This sub-committee will commence within three (3) months of the establishment of PDT.
- b) Parts 5b) i, ii and iii above, which govern the composition and functioning of PDT, will also govern the composition and functioning of this sub-committee. However, the parties will determine the frequency and schedule of meetings for this sub-committee and part 6(a) above will govern the timing of its

establishment.

- c) Parameters for this sub-committee are as follows:
 - i) Review of pertinent legislation and existing sector policies, protocol, procedures and training related to Worker Safety in the sector;
 - ii) Identify and review emerging CAS sector worker health and safety issues, statistics and trends;
 - iii) Research and develop sector specific tools/training with the assistance of safety experts to support Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - iv) Set out mutually agreed options to resolve systemic workplace issues for consideration of Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - v) Develop reports and recommendations for the consideration of Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - vi) Develop recommendations related to necessary MCYS resources needed to ensure a safe and healthy workplace;
 - vii) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion.

- d) MCYS shall cover the costs of retaining a mutually agreed upon Consultant with expertise in Worker Safety to conduct research of sector specific tools and training that may support workers in the sector.
 - i) Selection of the Consultant to conduct research shall be managed as per the procurement rules of the government and MCYS shall lead the procurement process.
 - ii) The sub-committee shall be involved in establishing criteria that will be used for selection of the Consultant and in forming a Procurement panel if required, which will include Employer, Union and MCYS representation.

- e) The Consultant will collect the relevant information and prepare a report for improving Worker Safety in the child welfare sector and assessment of the potential cost of those options.

- f) Following receipt of the report, the parties will meet to:
 - i) Consider the outcomes of the Study
 - ii) Review the findings of the report and, within two months from date of

release of the report, make joint recommendations including resources needed to improve and support Worker Safety.

7. **PDT Sub-Committee - Workload Measurement Study Group**

- a) The parties agree to establish a PDT Workload Study Group for the purpose of conducting a Workload Measurement Study.
- b) Parts 5b) i, ii and iii above, which govern the composition and functioning of PDT will also govern the composition and functioning of this sub-committee.
- c) The sub-committee shall determine the scope and parameters for the workload measurement study.
- d) MCYS shall cover the costs of retaining a mutually agreed upon Consultant with expertise in workload measurement.
 - i) Selection of the Consultant to conduct the study shall be managed as per the procurement rules of the government and MCYS shall lead the procurement process.
 - ii) The sub-committee shall be involved in establishing criteria that will be used for selection of the Consultant and in forming a Procurement panel which will include Employer, Union and MCYS representation.
- e) The Consultant will collect the survey results and prepare a report for managing workload in the child welfare sector.
- f) Following receipt of the report, the parties will meet to:
 - i) Consider the outcomes of the Workload Measurement Study
 - ii) Review the findings of the report and, within two months from date of release of the report, make joint recommendations including resources needed to support manageable workloads.
 - iii) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion.
 - iv) The report with its findings and joint recommendations needed to support manageable workloads shall be completed within two years of signing of this agreement.

8. **Provisions of Local Agreements**

Parts 9, 10, 11, 12, 13, 14, 15, and 16 are unanimously recommended by the parties for inclusion in all renewal collective agreements irrespective of the dates on which they commence. Specific language, numbering, formatting and location of the related

provisions in each local collective agreement will be for the local parties to determine.

9. **Benefits Savings**

In an effort to improve efficiencies in the sector, MCYS and Employers will examine options for cost savings through the provision of common benefits providers and drug costs. MCYS shall cover the costs of the study. It is understood that no benefit coverage shall be reduced as a result of moving to a common benefits provider.

10. **Wellness Strategy**

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

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

- Year 1 - \$1000
- Year 2 - \$1000
- Year 3 - \$500
- Year 4 - \$500

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

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

11. **Compensation & Benefits**

a. **Wages**

- a. The Parties agree that the following increases shall be applied to all base wage rates in the following manner:

- Year 1: **0%**
- Year 2: **0%**
- Year 3: **2.95%** wage adjustment;
- Year 4: **2.95%** wage adjustment

b. Benefits

- Effective in year 3 & 4:
 - (a) An amount equal to \$500 per bargaining unit employee in each year, who qualifies for major medical benefits as per the local collective agreement; this amount shall be targeted for the purpose of benefit enhancements
 - (b) Details of plan enhancement to be negotiated between the local union and employer

c. ODA Fee Schedule

- i) Under the terms of some collective agreements, the ODA fee schedule which formed the basis for dental plan coverage at the expiry of the collective agreement (the "applicable fee schedule") was other than the actual ODA schedule for that calendar year.
- ii) In that case, during the term of any renewal collective agreement, the applicable fee schedule shall be adjusted so that the differential between it and the current year's ODA fee schedule is maintained.
- iii) The dates on which the aforementioned adjustments are to be made shall be the same dates on which such adjustments, if any, were made under the expired collective agreement.

12. **Workplace Safety and Insurance Act (WSIA)**

- a) The Employer agrees to arrange for coverage of all employees under the *Workplace Safety and Insurance Act (WSIA)*.
- b) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the

WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

13. **Job Security**

1) Qualifications

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

2) Organizational Changes

- i) The Employer shall give the Union a minimum of two (2) months notice in the event the Employer has determined a reduction in bargaining unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- 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.

3) Restructuring, Mergers and Amalgamation

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

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

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

14. **Superior Provisions**

This process is about strengthening and building – moving forward and creating capacity in the sector. No collective agreement can lose current entitlements by engaging in this process. Where there are current employee entitlements which are superior to those outlined in this agreement, those superior provisions shall be continued into the renewed collective agreement between the local parties, unless mutually agreed locally by the parties.

15. **Recruitment and Retention – Mobility of Employees in the Child Welfare Sector**

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

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

continuous service. The foregoing does not apply to seniority-based entitlements.

16. **Process of PDT Referral To Local Tables and Dispute**

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

17. **Issues not Covered by this Agreement**

The parties agree that this PDT Consensus Agreement and issues settled in this agreement are deemed to be settled for purposes of local negotiations. Issues not covered by this agreement shall be opened for discussion and negotiated at the local/employer bargaining tables.

18. **Term**

The term of this agreement shall be from April 1, 2012 – March 31, 2016. The parties to this agreement shall begin meeting during the last year of this term to review research findings and determine whether they wish to continue to negotiate future PDT agreements between the parties.

19. **Process of PDT Referral To Local Tables**

- a. The Children's Aid Societies Employers' Group shall forward a copy of this agreement to the Executive Director of all union represented agencies June 14, 2011 at 9:30 am. Each union shall forward a copy to their local Presidents also on June 14, 2011 at 9:30 am.
- b. Following the release as noted in article 19(a) of this agreement each participating Employer and local union with an open collective agreement will seek ratification of the PDT agreement and their local issues settlement prior to September 19, 2011. Should the parties not reach settlement and ratify the PDT Consensus Agreement it will no longer be available to the local parties.
- c. Employers or local unions that are unable to resolve local issues may seek assistance through conciliation or facilitation in accordance with this agreement by September 19, 2011. Should these efforts not resolve all outstanding matters, the parties may exercise their rights in accordance with the Ontario Labour Relations Act with respect to strikes and/or lockouts and the PDT Consensus Agreement will no longer be available to the local parties.
- d. For collective agreements that are currently closed, each Employer/Local Union, by mutual agreement, shall notify the Provincial Discussion Group by forwarding notice to Terry Daly or designate and to their respective union representative of their desire to participate once the parties ratify the PDT Consensus Agreement and their local issues. In order to deal with any implementation issues associated with determining how to apply the PDT settlement to any Employer/Local Union expired local agreement, the parties shall refer to the process set out in Article 16 (c) in this agreement.

