

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CHILDREN'S MENTAL HEALTH SERVICES  
(Serving Children and Families in Hastings & Prince  
Edward Counties)**

**("the Employer")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3314.3**

**("the Union")**

**April 1, 2018 to March 31, 2021**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees to ensure the efficient operation of the Agency and to provide the best possible service for children and their families, to provide an orderly and amicable method of improving terms and conditions of employment through collective bargaining, and of settling any differences or grievances which might from time to time arise.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Children's Mental Health Services (Serving Children and Families in Hastings and Prince Edward Counties) in the County of Hastings and the County of Prince Edward, save and except Managers, persons above the rank of Manager, Executive Assistant to the Chief Executive Officer and Financial Assistant to the Financial Director.
- 2.02 Persons who are employed on a temporary basis for a pilot or experimental program, shall become members of the bargaining unit at such time as the position becomes regular or permanent or after six (6) months of employment whichever comes first, provided that the employment of such person is not to a position covered by an existing job description or elsewhere in this Collective Agreement. Once the position becomes regular or permanent, the incumbent will be covered by all of the terms and conditions of this Agreement.
- 2.03 An employee will become permanent in a position only as a result of being the successful applicant to a job posting pursuant to Article 11.
- 2.04 Regular full-time employee - a regular full-time employee is one who works on a regularly scheduled full-time basis in a regular position.
- 2.05 Regular part-time employee - a regular part-time employee is one who works less than thirty-five (35) hours per week in a regular part-time position. Regular part-time employees shall acquire seniority on the basis of one thousand eight hundred and twenty (1,820) hours worked equals one (1) year and shall be placed at the appropriate salary step of their classification. Regular part-time employees shall be entitled to participate in the benefit plans on a pro-rated basis provided they pay their portion of the premiums necessary to maintain such participation (subject to entitlement and eligibility requirements of the policies of insurance). "Pro-rated basis" shall mean the percentage of full-time hours regularly worked by the regular part-time employee. When a regular part-time position increases in hours to full-time the job will be posted as a new position.

- 2.06 Temporary employee - a temporary employee is one who is employed by the Employer to fill a time-limited position or vacancy of not more than six (6) months. A temporary employee who is replacing an employee that is off on pregnancy, parental leave or disability leave can be employed for up to twenty-four (24) months. Temporary employees shall be subject to the following terms and conditions:
- (a) Temporary employees shall not acquire seniority and may be terminated from employment when the term or task for which they have been employed has been completed.
  - (b) Only Articles 1, 2, 3, 4, 5, 8, 9, 13, 14, 15, 18.04, 18.05, 19.05, and 24.01 of this Agreement shall apply to temporary employees who are hired to fill positions of up to six (6) months.
  - (c) If a temporary employee continues to be employed without interruption after the temporary former task for which they were originally hired expires, such temporary employee's seniority shall back date to the original date of hire, and all provisions of this Agreement shall apply from the date upon which the temporary employee becomes a regular full-time or regular part-time employee.
  - (d) A temporary employee who is employed to replace an employee who is on pregnancy leave, parental leave, or disability leave exceeding six (6) months shall have access to all benefits within the collective agreement; Articles 1, 2, 3, 4, 5, 8, 9, 13, 14, 15, 16, 17, 18.04, 18.05, 19, 20, and 24.01.

2.07 This Collective Agreement is applicable to all employees in the bargaining unit.

2.08 Employees shall not be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

2.09 The parties hereto may, by mutual written agreement, change any provisions of this Collective Agreement (except the term hereof) and such changes shall form part of this Collective Agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive function and responsibility of the Employer to manage its affairs including but not limited to:

- (a) Maintain order, discipline and efficiency.

### 3.01 Continued

- (b) Hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge any employee with seniority for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be a subject of a grievance and dealt with as hereinafter provided.
- (c) Make, enforce and alter, from time to time, rules and regulations to be observed by employees.
- (d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of work places, 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, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

3.02 The Employer agrees that its management rights and prerogatives are subject to the provisions of this Collective Agreement and applicable legislation.

### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion in any employment matters for reasons prohibited by the Human Rights Code or because of an employee's membership, non-membership, activity, or non-activity in the Union.

4.02 The terms and conditions of employment expressed in this Agreement shall be administered in accordance with all applicable legislation.

### **ARTICLE 5 - UNION MEMBERSHIP AND DUES**

5.01 Employees will be required to permit the deduction each pay, of an amount equivalent to the regular monthly dues of the Union. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the thirtieth (30<sup>th</sup>) day of the month following the month when such deductions are made. Such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein.

- 5.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security, dues check-off, and give each new employee a copy of this Agreement.
- 5.03 In December of each year, the Employer agrees to provide an up-to-date list of bargaining unit members showing names, addresses and classifications.
- 5.04 The Employer shall include on the T-4 slip the amount of Union dues paid by each employee in the previous year.
- 5.05 A representative of the Union will be given an opportunity to meet for fifteen (15) minutes during the first week of a new employee's employment for the purpose of acquainting the new employee with the presence of the Union in the work place.

#### **ARTICLE 6 - UNION SECURITY AND RELATIONS**

- 6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from as follows. Correspondence from the Union to the Employer shall be from either the bargaining unit Local President or their designate or CUPE National Representative to the Chief Executive Officer of the Children's Mental Health Services. Correspondence from the Employer to the Union shall be from the Chief Executive Officer of the Children's Mental Health Services to either the bargaining unit Local President or their designate or CUPE National Representative with the other being sent a copy.
- 6.02 There shall be no strikes or lock-outs as long as this Agreement continues to operate. The definition of "strike" and "lock-out" shall be as set out in the Labour Relations Act.
- 6.03 The Union and the employees will not engage in Union activities, save as provided herein, during working hours or hold meetings on the premises of the Employer, without the permission of the Employer.
- 6.04 **Restrictions on Contracting Out**
- In order to provide security for the members of the bargaining unit, the employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other site, person, company, or non-unit employee except in cases mutually agreed to between the union and the employer.
- 6.05 The Employer agrees that during the term of this agreement that no full-time employee within the bargaining unit, will be subject to layoff or will have her hours reduced for reason of the duties being carried out by one or more part-time employees.

## ARTICLE 7 - COMMITTEES

7.01 The Employer agrees to recognize a Union Negotiating Committee of four (4) employees.

7.02 The Employer agrees to recognize a Union Grievance Committee consisting of the Local President or their designate and the Steward involved with the grievance.

7.03 It is agreed that a joint Employee Relations Committee will be established with up to four (4) members from the Union Executive and up to four (4) members from the Employer. The Parties will exchange the list of members for this Committee on May 1<sup>st</sup> every year. The goals of this committee are as follows:

1. To engage in trustful problem solving by hearing and sharing individual perspectives.
2. To focus on proactive discussion and resolution of workplace issues that impact the agency goals and staff wellness.
3. To strive for an equal partnership focused on resolving issues in a timely and sustaining manner using the grievance process as a last resort.

The purpose of the Employee Relations Committee shall be in accordance with the Vision, Goals, Expectations, and Processes outlined in the "Working Together Document" which is attached to this Collective Agreement (Appendix A-3). The Employee Relations Committee shall not supersede the grievance process.

7.04 Each party shall notify the other in writing of the name of its members on the Negotiating Committee, the Grievance Committee, the Health and Safety Committee, and the Employee Relations Committee before the other party shall be required to recognize them, and by no later than seven (7) days following the selection of said members.

7.05 Employees on the above Committees shall not suffer any loss of regular pay when meeting with management during their regularly scheduled working hours.

Employees on the above Committees who attend meetings with the Employer during hours when they are not scheduled to work shall have such time recognized and compensated as time worked. This Article applies only to meetings with the Employer and does not apply to Union Committee caucus meetings or other time booked off exclusively for Union business.

7.06 At all Committee meetings with the Employer as set out in this Article, a National Representative of the Canadian Union of Public Employees may be present.

7.07 No employee shall serve on any Committee established under this Article until the employee has completed the probationary period.

7.08 Employees shall obtain the permission of their Manager before leaving their normal duties in order to attend to the functions established under this Article, which permission shall not be unreasonably withheld. In performing their functions under this Article, employees will make all reasonable efforts to minimize interference with the provision of services and efficient operations.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Prior to initiating the formal grievance procedure as set out in Article 8.03, an employee may discuss the issue with his or her direct Manager and attempt to settle any differences. The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. In the event the Employer intends to meet with an employee for the purpose of reviewing an employee's conduct and there is a potential for disciplinary action; the Employer will contact the employee to arrange a meeting and will advise the employee of the purpose of the meeting and of their right to have a union steward present.

8.02 In order to facilitate the adjustment of complaints and grievances, the Employer agrees to recognize a Union steward. In order to be eligible, a Union steward must have completed the probationary period and acquired seniority. Union stewards shall not suffer a loss of regular pay during attendance at meetings with the Employer pursuant to the grievance procedure provided the permission of the Union steward's Manager is obtained prior to leaving the regular job and further provided the Union steward immediately reports back to work upon completion of such meetings. Permission to leave a Union steward's job by the employee's Manager shall not be unreasonably withheld.

8.03 In the event of a complaint by an employee covered by this Agreement that the employee has been dealt with contrary to the provisions of this Collective Agreement or discharged or disciplined without just cause after the acquisition of seniority the employee may file a grievance with the Employer. All grievances shall be in writing and shall contain a statement of the relief requested and the provisions of this Agreement alleged to have been violated. Each grievance shall be filed in accordance with the procedure outlined in this Article within ten (10) working days from the occurrence of the circumstances which gave rise to it. The following shall be the procedure in processing and handling grievances:

Employees who feel they have a grievance may, in the company of their steward, discuss the alleged grievance with the Chief Executive Officer. If the employee is not satisfied with the response of the Chief Executive Officer then the grievance procedure may be invoked as follows:

## 8.03 Continued

### **STEP NO. 1**

The employee, with the assistance of a steward, shall take the matter up with the Human Resources Manager within ten (10) working days of the occurrence giving rise to the grievance, who shall give a decision in writing within five (5) working days of the receipt of the grievance.

### **STEP NO. 2**

The aggrieved party may present the grievance in writing to the Chief Executive Officer (CEO) within five (5) working days of receiving the response to their grievance, who shall give a decision in writing within five (5) working days of the receipt of the grievance.

### **STEP NO. 3**

The aggrieved party may present the grievance in writing to the Chair of the Board who shall consider the grievance. The Chair of the Board shall render a decision within five (5) working days following presentation of the grievance. In the event that the grievance is not settled to the satisfaction of either party the grievance may be referred to arbitration in accordance with Article 9.

## 8.04 **Policy Grievance**

A policy grievance is defined as a grievance arising directly between the Employer and the Union, of a matter which could not have been raised exclusively by an individual employee and which concerns the interpretation, application, administration or alleged violation of this Collective Agreement.

## 8.05 **Management Grievance**

It is understood that the Management may submit any complaint to the Union with respect to the conduct of the Union, its officers or members, or any complaint that a contractual obligation undertaken by the Union or any employee in the Agreement has been violated, such complaint to be submitted within ten (10) working days of the circumstances giving rise to the grievance.

Such complaints, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to the Local President (or their designate), whereupon it shall be discussed at Step No. 1 of the grievance procedure.

Failing a satisfactory settlement within five (5) working days after the meeting of Step No. 2, the Employer may refer it to arbitration in accordance with the provisions of Article 9.01.

## 8.06 The grievor may attend, or be requested to attend, at all stages of the grievance procedure.

- 8.07 Any grievance not presented or administered within the time frames specified shall be considered to be invalid. If a party fails to respond to a grievance within the time frame specified at any Step of the grievance procedure, the grievance may be submitted to the next step of the procedure. Notwithstanding the foregoing in this Article, the time limits imposed at any step of the grievance procedure may be extended by mutual agreement in writing prior to the expiration of said time limits.
- 8.08 It is understood that calendar days is exclusive of Saturdays, Sundays and holidays for the purposes of this Article and Article 9.

### **ARTICLE 9 - ARBITRATION**

- 9.01 Within twenty (20) working days after the completion of the grievance procedure set out in Article 8, where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, and where an allegation has been made that this Agreement has been violated, either party may notify the other, in writing, of its desire to submit the difference or allegation to arbitration. A matter referred to arbitration will be dealt with by a sole arbitrator.
- 9.02 A sole arbitrator shall be selected by the parties. If they cannot agree within fifteen (15) days, an application will be made to the Ministry of Labour to appoint an arbitrator.
- 9.03 After the grievance procedure as set out in Article 8 has been exhausted, and before an Arbitrator is contacted under this Article, either party may enlist the services of a grievance mediation officer to assist the parties in resolving their differences. In the event a grievance mediation officer is requested, a referral to arbitration shall be delayed until after the grievance mediation officer has conducted a meeting of the parties.
- 9.04 The parties shall jointly share the expense of the grievance mediation officer or the sole arbitrator.
- 9.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 9.06 The time limits fixed in the arbitration procedure pursuant to Article 9 may be extended by consent of both parties.
- 9.07 A claim by an employee, who has acquired seniority, that the employee has been discharged or suspended without just cause shall be treated as a grievance commencing at Step 1 of the grievance procedure.
- 9.08 Prior to leaving the premises, an employee who has been discharged or suspended may discuss the matter with the employee's Union steward.

- 9.09 Any disciplinary action taken against an employee will be removed from the employee's personnel file if no other disciplinary action is taken against the employee for a period of twenty-four (24) months from the date of the last disciplinary action. If disciplinary action is removed from an employee's file, in accordance with this provision, it shall not thereafter be used against the employee in any manner by the Employer.
- 9.10 Where permitted by law, employees will be made aware of any complaints made by the Public against the employee's work or behaviour during the course of employment. In the event that the Employer intends to base any disciplinary action against an employee on the basis of such complaint, the employee will be notified within ten (10) working days of receipt of the complaint and given an opportunity to address the complaint.

### **ARTICLE 10 - SENIORITY**

- 10.01 Seniority shall mean the length of service with the Employer and its predecessors. For the purposes of promotion, transfers, and vacation, seniority shall be applied on a bargaining unit-wide basis.
- 10.02 The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union, with a copy to the National Representative and posted on all appropriate bulletin boards in April of each year.
- 10.03 New employees shall serve a probationary period of six (6) months before acquiring seniority rights under this Agreement. During the probationary period, the termination of a new employee shall be at the sole discretion of the Employer, except that such employee has the right to grieve a violation of Article 4.01 or an act of bad faith. It is agreed that performance evaluations are not disciplinary. In the event that a new employee successfully completes the probationary period, then seniority shall date back to the last date of hire with the Employer. The parties agree that the "just cause" standard does not apply to the termination of probationary employees.
- 10.04 An employee shall not lose seniority rights if he is absent from work by reason of illness, accident, or lay-off for a continuous period of two (2) years or for an approved leave of absence.
- 10.05 An employee shall lose all seniority rights and be deemed to be terminated if the employee:
1. Is discharged and not reinstated.
  2. Voluntarily resigns.
  3. Is absent from work for three (3) consecutive working days or more without authorization from the Employer.
  4. Fails to return to work within five (5) working days of notification by registered mail of recall to work.
  5. Is laid off for a period exceeding twenty-four (24) months.

10.06 In the event that an employee covered by this Agreement is promoted to a position excluded from the bargaining unit and later placed in a position within the bargaining unit, the employee shall retain the seniority previously acquired in the bargaining unit and shall be credited with the seniority accumulated while serving in a position out of the bargaining unit for a period of up to six (6) months.

10.07 Employees shall advise the Employer of their current address and telephone number. All correspondence sent to the employee's most recent recorded address or telephone calls made to the employee's most recent recorded telephone number shall be deemed to have been received by the employee.

10.08 Transfer Process Defined:

Purpose: To identify a clear and consistent process that shall be applied by the Employer when transfers are deemed to be necessary.

- (i) The Employer may choose to transfer an Employee from one geographic area to another in order to address; a redundancy, to meet client demand or to manage changes in services delivery. Should a transfer be necessary within a geographic area, the Employer agrees to provide the Union with "fourteen (14) days written notice" before giving notice to the Employee of their intention to transfer a position.
- (ii) The Employer agrees to post the transfer opportunity within the affected office while clearly identifying the following: the job title, classification, changes in duties and the new location of the position. Employees within the geographic location and classification being affected shall have the opportunity to apply for the transfer. Should there be more than one Employee who is interested in the transfer, the position shall be awarded to the Employee with the greater seniority.
- (iii) Where there is no expression of interest for transfer by the Employees in an affected geographic location, the Employer agrees to identify the least senior Employee within the identified job classification and formally request that they accept the transfer. An Employee will be provided with seven (7) days to consider their decision. Should the Employee agree with the transfer, they shall be provided with up to sixty (60) days (in consultation with their Manager) to end their current duties and to assist them with making any personal arrangements to transition to their new geographic area.
- (iv) Where an Employee chooses to relocate as a result of their transfer, they shall be compensated for moving expenses as per Article 23.
- (v) Should the identified Employee refuse the transfer request, their position shall be deemed redundant and they will be issued a layoff notice and be entitled to; redeployment opportunities, bumping, and the recall rights afforded to them in accordance with Article 12.

## ARTICLE 11 - JOB POSTING

- 11.01 All permanent vacancies or new positions created within the bargaining unit and which the Employer wishes to fill shall be posted at the central office and at each regional office for a period of five (5) working days. The posting shall identify the classification and contain a summary of the job description, qualifications required, location and salary range. A copy of the job posting shall be sent to the President of the Union or designate. For the purposes of this Article, Child and Youth Worker positions are either attached to the Residence or not, and are therefore different positions within the same classification.
- 11.02 Interested employees must make written application for the posted position within the time specified by the posting. In selecting a suitable candidate to fill a vacancy, the Employer shall consider the qualifications of all applicants. Where more than one applicant has applied, and the required qualifications are relatively equal, the position shall be offered to the most senior applicant. If no qualified candidate is found among the applicants, the Employer reserves the right to advertise and hire outside the bargaining unit.
- The Employer agrees that employees on leave from the agency are entitled to apply to all postings. Employees wishing to be notified of posting opportunities while they are on leave shall provide the Employer with up to date contact information. The Employer shall use the contact information to provide notice of all postings as part of their posting practice.
- 11.03 The successful applicant shall be given a familiarization period of up to sixty (60) calendar days to establish that the employee is capable of performing the duties and responsibilities of the position. In the event the successful applicant proves unsatisfactory during the familiarization period, or if the employee is unable to perform the duties of the new job, the employee shall be returned or choose to return to the employee's former job and wage rate without loss of seniority. Any other employees promoted or transferred because of the initial vacancy shall also be returned to their former job and wage rate, without loss of seniority.
- 11.04 The unsuccessful applicants for a posted position shall be informed in writing or in person if requested by the employee as to why they did not meet the requirements for the position.
- 11.05 Employees who are successful in filling a vacancy shall not be eligible to apply for another vacancy for nine (9) months unless mutually agreed between the Chief Executive Officer and the employee.
- 11.06 The Union shall be notified within fourteen (14) days of all appointments, hirings, transfers, recalls and terminations of employment within the bargaining unit.
- 11.07 Any vacancy of two (2) months or less can be filled at the discretion of the Employer on a temporary basis, and any vacancy greater than two (2) months which the Employer wishes to fill shall be posted as per the provisions of this Agreement.

## ARTICLE 12 – LAY-OFF AND RECALLS

- 12.01 A lay-off is defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 12.02 In the event of a proposed lay-off, the Employer agrees to meet with the Union to discuss the proposed lay-off.
- 12.03 In the event of a permanent lay-off, employees shall be recalled in order of classification seniority provided they are qualified and capable of performing the available work.
- 12.04 No new employee shall be hired until employees on lay-off who are qualified and capable of performing available work have been given an opportunity of recall.
- 12.05 Notice

In the event of a proposed lay-off of a permanent nature, the Employer shall:

- (i) Provide the Union with no less than two (2) months' written notice of the proposed lay-off; and
- (ii) Provide the employee(s) who are to be laid off with written notice of a minimum of two (2) months before the lay-off is to be effective. In the event employees have not been given the minimum two (2) months' notice of lay-off, such employee shall be paid in lieu of work for that part of the notice period during which work was not made available. Employees with less than one (1) years' of service, shall receive notice of lay-off of a minimum of ten (10) working days or payment in lieu thereof;

Employees who exercise bumping rights shall be paid at the appropriate rate of the classification into which they bump.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

### Redeployment Committee

A Redeployment Committee will be established not later than five (5) working days after the notice referred to in Article 12.05 and will meet thereafter as frequently as is necessary. The Union will notify the Employer in writing with the names of their representatives.

## 12.05 Continued

### (i) Committee Composition

The Redeployment Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as may be applicable.

Each Party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

### (ii) Committee-Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify up to three (3) positions when possible (including vacant positions or positions which are currently filled but which will become vacant in the foreseeable future) in the same or lower paying classification in reverse order of seniority for which the employee in receipt of notice of lay-off has the ability and qualifications to perform the work.

An employee in receipt of notice of lay-off pursuant to Article 12.05 may:

- (a) accept the lay-off;
- (b) if the employee in receipt of a lay-off notice has up to three (3) possible bumps when possible within their classification but wishes to bump down to the position occupied by the least senior employee in the next lower paying job classification, they must notify the Co-chair(s) of the Redeployment Committee of their intent prior to the first meeting.
- (c) fill a vacant position identified by the Redeployment Committee; or
- (d) exercise the right to displace another employee, with lesser seniority, in one (1) of the three (3) positions identified by the Redeployment Committee, provided the employee in receipt of notice of lay-off has the ability and qualifications to perform the work. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 12.05.

## 12.05 Continued

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within forty-eight (48) hours after receiving the notice of lay-off. Part-time employees can only bump part-time employees.

12.06 The Employer shall pay on behalf of the employee the full cost of the premiums necessary to maintain enrolment in benefit plans for a period of two (2) months following the effective date of lay-off. In the event of a longer lay-off period, laid off employees may be given the opportunity to continue their benefit coverage through direct payment if the plan permits, and if mutually agreed on by the Employer and the employee for a period of up to twelve (12) months after date of lay-off.

12.07 It is agreed that for the purposes of this Article only there are currently four (4) job classifications as follows:

- (a) Administrative Support Staff
- (b) Child and Family Therapist (Amalgamation of Classifications Appendix A-2)
- (c) Child and Youth Worker
- (d) Child and Youth Worker (Incumbents in Community positions as per Appendix A-1)

For greater clarity, for the purpose of bumping, transfers or redeployment employees in (c) above may not displace employees in (d) as per Appendix A-1.

12.08 The parties recognize that the Employer currently maintains offices in Belleville, Trenton, Picton, Madoc, Bancroft and Honeywell House. In the event that the Employer establishes other office locations, the Union will receive at least thirty (30) days' written notice of the new office location.

12.09 Grievances concerning lay-offs and recall shall be initiated at Step 2 of the grievance procedure contained in Article 8.

12.10 It is not the Employers' intention to lay-off members of the bargaining unit during the term of this agreement. However, should there be an unforeseen reduction in funding from the Ministry or increased expenditures which is beyond the Employer's control, the Employer shall meet with the Union prior to the notice provided in Article 12.05 and a third party agreeable to the parties to assist the Union and Employer in exploring methods to minimize layoffs or job loss.

Fourteen (14) days prior to a meeting, the Employer will provide full financial disclosure and pertinent staffing information to the third party and the Union.

### Severance Pay

Severance pay will be paid on the basis one (1) week for every year of service up to a maximum of thirty-six (36) years of service.

12.11 TEMPORARY LAYOFFS) VOLUNTARY TEMPORARY LAYOFFS & INVOLUNTARY TEMPORARY LAYOFFS

In the event that the Agency requires staff to be temporarily laid off, the Employer will provide the union with thirty (30) days written notice identifying the classification (residential or community) and geographic area, the duration of the layoff, and the number of positions which will be affected. The process will begin with the option of a VTL (Voluntary Temporary Layoff) which is intended to mitigate situations where an Involuntary Temporary Layoff would otherwise occur.

(i) Voluntary Temporary Layoff:

It is agreed that for the purpose of this agreement that a Voluntary Temporary Layoff will last no more than thirteen (13) weeks. It is agreed that staff will be given the option to request a Voluntary Temporary layoff (VTL) in situations where there is a significant reduction in the employee's work assignment. Each affected employee within an identified classification (residential or community) and geographic area will be notified of the opportunity for VTL. Staff who are interested in accepting such an opportunity will express their interest in writing to the Chief Executive Officer or their delegate. The granting of VTL requests shall be granted based on seniority; meaning staff with greater seniority shall be considered first. Any employee who requests a VTL due to a reduction in their work assignment, will be provided with a Record of Employment (ROE) within five (5) days indicating there is a shortage of work.

In keeping with the current Collective Agreement, employees will retain their seniority but not accrue additional seniority during the duration of the Temporary Layoff. During the time of the Temporary layoff, the employer agrees to continue to pay the employer's full share of benefit premiums. The Employer is not able to increase their portion at any time, as this would result in the benefits, if paid to the employee, becoming paid at a taxable rate; if the employee pays their portion, benefits remain a non-taxable benefit.

(ii) Involuntary Temporary Layoff:

In the event that candidates do not self-identify for Voluntary Temporary Layoff, the staff in the classification (residential or community) and geographic area which has been identified for VTL, will be selected in reverse order of seniority for an Involuntary Temporary Layoff.

It is agreed that for the purpose of this agreement that an Involuntary Temporary Layoff will last no more than thirteen (13) weeks and that staff who have been identified will be provided with a minimum of fifteen (15) calendar days' notice. Should the Temporary Layoff result in a bumping opportunity for staff, the process will follow the redeployment language identified in Article 12.05.

If a Temporary Layoff exceeds thirteen (13) weeks and becomes permanent in nature, the employer agrees to follow the Article 12 (Layoff and recalls) of the Collective Agreement. Staff who have been Temporarily Laid off will be afforded their rights under Article 12.

12.12 Managers excluded from the bargaining unit will not take the place of any employee in the bargaining unit so as to cause such employee to be laid off from employment.

### **ARTICLE 13 - HOURS OF WORK**

13.01 (a) **Employees Except Child and Youth Workers (attached to the Residence)**

The normal work week for employees, except Child and Youth Workers (attached to the Residence) shall be Monday to Friday seven (7) hours per day, for a total of thirty-five (35) hours per week, exclusive of an unpaid daily lunch period of one (1) hour. The regular work hours shall be scheduled to respond to client needs.

(b) The Employer may institute flexible working hours. Flexible hours of work shall be subject to the following conditions:

- (i) the regular hours of work shall consist of seventy (70) hours in a pay period scheduled from Monday to Friday in each week;
- (ii) there shall be two (2) paid fifteen (15) minute breaks each work day;
- (iii) the regular work day shall consist of seven (7) hours which shall be worked between 0700 hours and 2200 hours each day;
- (iv) it shall be the responsibility of the employee who is scheduled to work flexible hours to schedule their working hours to fulfil their required duties and responsibilities;
- (v) the employee's Manager may review the employee's schedule and, in the event, that it is unreasonable, having regard to the requirements of client needs, the employee may be required to amend their schedule;
- (vi) an employee may split their hours of work in any one day to accommodate flexible working hours.

(c) Flex-time shall be accumulated at straight time to a quarterly cumulative total of not more that twenty-one (21) hours;

(i) Banked flex-time in excess of fourteen (14) hours shall be used accordance to the following schedule:

<u>Flex-time Accrued</u>	<u>Taken Before</u>
April 1 to June 30	July 31
July 1 to Sept 30	October 31
Oct 1 to Dec 31	January 31
Jan 1 to March 31	April 30

(ii) Banked flex-time will automatically revert to a total of fourteen (14) hours (quarterly) as per the "Taken Before dates" in (i).

13.02 Child and Youth Workers (attached to the Residence)

The normal work week for Child and Youth Workers (attached to the Residence) shall consist of five (5) eight (8) hour shifts, inclusive of a one-half (1/2) hour lunch, with no more than one hundred and sixty (160) hours scheduled over a four (4) week period. There shall be no split shifts.

13.03 Shifts shall not be scheduled within twelve (12) hours of the employee completing a previous shift. If the employee is required to work before twelve hours after completion of the previous shift, the employee shall accrue overtime at one and one-half (1 ½) regular time for only those hours that fall within the twelve (12) hour period.

13.04 The Employer may alter the schedule of work hours for employees provided forty-eight (48) hours' notice is given except in emergency situations.

13.05 Shift assignments shall be the sole responsibility of an employee's Manager or designate and shifts shall be assigned in as equitable a manner as possible for all employees. "Shift Lead" shall be rotated as equitably as possible. Any change of shift assignment desired by an employee must first be approved by the employee's Manager or designate.

13.06 The provisions of this Article shall not be construed as a guarantee of hours of work per day or per week.

13.07 The number of hours assigned to a part-time employee may vary from time to time depending on the availability of work for which the part-time employee is qualified and able to perform.

13.08 Child and Youth Workers attached to the Residence, shall be paid a shift premium of fifty cents (50¢) per hour for all hours worked on the afternoon and night shift.

13.09 Shift Lead in residence shall be paid a premium of one dollar (\$1.00) per hour.

Effective April 1, 2020, Shift Leads in residence shall be paid a premium of two dollars (\$2.00) per hour.

## ARTICLE 14 - OVERTIME

14.01 (a) Employees Except Child and Youth Workers (attached to the Residence)

Overtime is defined as:

- (i) authorized work by the Employer which is in excess of seven (7) hours per day or seventy (70) hours in a pay period (subject to flexible work time);
- (ii) authorized work by the Employer which performed on Saturdays and Sundays and on holidays.

(b) Overtime worked shall be compensated by time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

(c) Employees shall arrange with their Manager to take compensating time off during the fiscal quarter in which the overtime was earned. Any accumulated overtime at the end of the fiscal quarter shall be paid to the employee at the rate of one and one-half (1 1/2) times the regular hourly rate.

14.02 (a) Child and Youth Worker (attached to the Residence)

Overtime is defined as:

- (i) authorized work by the Employer in excess of eight (8) hours per day or eighty (80) hours per two (2) week period;
- (iii) authorized work by the Employer performed on holidays.

(b) Overtime worked shall be compensated time off at the rate of one and one-half (1 ½ ) hours for each hour of overtime worked.

(c) Employees shall arrange with their Manager to take compensating time off during the fiscal quarter in which the overtime was earned. Any accumulated overtime at the end of a fiscal quarter shall be paid to the employee at the rate of one and one-half (1 ½ ) times the regular hourly rate.

14.03 Overtime work shall be distributed equitably among all employees regardless of seniority so long as the employee regularly performs the available overtime work.

14.04 (i) Compensating time off for overtime shall be taken at a time mutually agreeable to the employee and the immediate Manager. Such agreement shall not be unreasonably withheld by the employee or the Manager.

(ii) Overtime Distribution for Child and Youth Workers (attached to the Residence)

Seniority shall govern overtime work only to the extent that where there are no volunteers amongst employees regularly performing the work within a particular service, the Employer may require employees to work overtime in reverse order of seniority amongst those employees regularly performing the work within a particular service.

Prior to offering work on an overtime basis the Employer will firstly offer the work to regular part-time employees with less than eight (8) hours in a day or less than eighty (80) hours in a two (2) week period.

Subject to the above, overtime shall be distributed as follows:

**First-** on the floor volunteers (including regular full and regular part-time employees) will be offered the overtime in order of seniority if there is more than one (1) volunteer;

**Second-** regular full-time and regular part-time employees will be called in order of seniority in order to provide them with an opportunity to volunteer for the available overtime;

**Third-** both regular full and regular part-time employees will be required to report to perform the overtime in reverse order of seniority. In order to ensure mandatory call-in is done on an equitable basis, the mandatory call-in begins with the next most senior employee than the employee last required to report for mandatory overtime.

14.05 All employees recognize that the nature of the Employer's operations require that, from time to time, employees will be required to report for work to deal with emergency situations. Consequently, in such emergency situations, the Employer may require employees to report to work and employees will be contacted for such duties in reverse order of seniority.

#### 14.06 After Hours Response

It is acknowledged by both the Union and the Employer that in order to accommodate the Ministry of Community, Family and Children's Services' requirements for after hours response services, the agency must be able to provide a multi-disciplinary twenty-four (24) hour, seven (7) days per week response to children and their families who require this level of intervention. On days that the agency is open for business, this service is available between the hours of 8:30 a.m. and 4:30 p.m. as part of the regular duties assigned to the community based teams.

Between the hours of 4:30 p.m. and 8:30 a.m. on work days and around the clock coverage on weekends and holidays, the agency provides an after-hours response system.

At all times after hours will be a Child and Family Therapist on after hours and a Manager on call. This after-hours team will be responsible for implementing an appropriate response to children and families who call the agency in a crisis after hours.

Individuals on after hours will be accessible by phone and be able to respond promptly. All employees performing after-hours duties will be paid a stipend as follows:

- Child and Family Therapists will receive three hundred (\$300.00) dollars per week for after-hours duties.
- Any Employee on after-hours for a statutory holiday will receive a fifty-dollar (\$50.00) bonus. When a statutory holiday occurs on a Monday, the employee assuming after-hours responsibilities on the Monday morning at 8:30 a.m. will receive the bonus.
- Regular full-time and regular part-time employees will be paid overtime for any work over forty (40) hours per week (excluding flex time hours accumulated during the week).

The Child and Family Therapist on after hours will receive the initial call from the agency answering service. If their phone assessment indicates significant risk or a crisis situation, they will consult the on-call Manager to formulate a response strategy.

Support will be available at all times to the after-hours workers by the Manager on call.

Seniority will be used to determine scheduling. The most senior person in the after-hours roster will pick their week first. The least senior will pick last. Coverage will be offered according to seniority with the most senior person receiving first option of additional days within the rotation period. All individuals in the rotation will be required to select a week. In the event that days are uncovered, and no one wants to cover them, the Employer may order coverage from the rotation in reverse order of seniority.

14.06 Continued

The after-hours weekly rotation runs from Monday to the following Monday morning at 8:30 a.m. during closed hours for the agency (typically 4:30 p.m. to 8:30 a.m. the following day and twenty-four (24) hours on holidays and weekends).

A roster of six (6) after-hours clinicians is considered minimal but the roster may exceed this number. Additions to the after-hours roster will be posted every April 1. Also, should the after-hours roster fall below the minimal level of six (6) after-hour workers, the Employer will recruit initially by way of posting. If there are no qualified applicants, the Employer may assign employees in reverse order of seniority to fill each vacancy.

An eligible individual may opt out of the rotation by providing in writing a six (6) week notice period.

A designated Manager has been assigned to coordinate the after-hours Response Program.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 Regular full-time, regular part-time and temporary employees who have satisfactorily completed a probationary period shall be entitled to the following paid holidays:

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

15.02 In addition to the paid holidays noted in Article 15.01, regular full-time and regular part-time employees who have satisfactorily completed a probationary period shall be entitled to the last working day before Christmas Day and the last working day before New Year's Day and a float day as paid days off.

15.03 To qualify for holiday pay, a regular full-time employee, regular part-time and temporary employee must have worked the scheduled working day before the holiday and the first scheduled working day after the holiday, and on the holiday, if scheduled to work, unless the employee is absent on any such day with prior knowledge and approval of their Manager.

15.04 A regular full-time and regular part-time and temporary employee who works on a paid holiday shall receive another day off in lieu of the holiday and shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for work on the holiday.

- 15.05 For employees who are required to work seven (7) days per week, the holiday shall be observed on the day on which it falls, however, for employees who work Monday to Friday, the following Monday or the preceding Friday shall be designated as a paid holiday where such holiday falls on a Saturday or a Sunday.
- 15.06 Paid holidays shall be pro-rated for regular part-time employees as follows:
- Part-time regular hourly rate X (part-time hours per week  
(average over four weeks preceding the holiday) ÷ by full-time weekly hours)  
= Holiday Pay.

### **ARTICLE 16 - VACATION**

- 16.01 Any new employee hired after date of ratification who will be receiving a percentage in lieu of benefits for vacation entitlements shall only start accruing vacation entitlements once they are not in receipt of a percentage in lieu.
- Subject to the successful completion of the probationary period, all employees except those in receipt of a percentage in lieu of benefits pursuant to Article 19.02 (4) and 19.05, shall earn vacation credits from the original date of employment at the following rates:
- (a) one and one-third (1 1/3) days per month of service during the first year of service;
  - (b) one and two-thirds (1 2/3) days per month of service after one (1) years of continuous service an annual vacation of four (4) weeks;
  - (c) two and one-tenth (2 1/10) days per month of service after ten (10) years of continuous service an annual vacation of five (5) weeks per year;
  - (d) two and one-half (2 1/2) days per month of service after fifteen (15) years of continuous service an annual vacation of six (6) weeks per year;
  - (e) Upon commencing employment employees receive one (1) float to start, and an additional day after fifteen (15) years, and a third (3) additional day after twenty (20) years of service, for a total of three (3) days.
- 16.02 A break in employment of up to one (1) year (three hundred and sixty-five (365) consecutive calendar days) shall not be considered as an interruption of continuous service referred to in 16.01. Years of continuous service with a predecessor Agency are deemed years of service with the Agency.

16.03 Vacation credits are non-accumulative, and vacation shall be taken within the calendar year in which they are earned. An employee with less than five (5) years of seniority shall be entitled to carryover a maximum of ten (10) vacation credits to the new fiscal year. Employees with more than five (5) years seniority shall be entitled to carryover a maximum of fifteen (15) days. Where an employee has remaining vacation credits in excess of the allowable carryover maximums on March 31<sup>st</sup>, the employee's Manager shall meet with the employee to identify and schedule the vacation days which will be taken within the first sixty (60) days of the new fiscal year.

In unforeseen situation, any request to carry over vacation time beyond the allowable maximums shall be brought forward to the Chief Executive Officer.

16.04 On commencing employment, an employee shall be credited with pro-rated vacation for the balance of the fiscal year but shall not be eligible to take vacation until the completion of six (6) months' continuous service.

16.05 Where employment is terminated prior to the completion of six (6) months' service, an employee shall be entitled to vacation pay at the rate of four percent (4%) of salary paid during the period of employment.

16.06 Where employment is terminated after the completion of six (6) or more continuous months of service, an employee shall be entitled to payment for any earned or unused vacation that are to the employee's credit on the date employment ceases. The vacation pay shall be calculated on the basis of the employee's basic salary.

16.07 Selection of vacation period shall be within each of the five (5) geographic service areas, within residential facilities, and within administrative support services. An employee shall submit a choice of vacation period at least two (2) months prior to the beginning of the vacation period selected and such vacation period shall be granted provided that the selection is not detrimental to the provision of services by the Agency as determined by the Chief Executive Officer. Where there is a conflict as to choice of vacation period, seniority shall govern.

16.08 Total annual Non-Cumulative Vacation credits for full-time Employees and regular part-time (fixed hours) will appear in their time bank on April 1 of each fiscal year.

An employee who leaves the agency will be required to pay back vacation credits which they have used if the credits have yet to be earned according to Article 16.

Regular part-time Employees (non-fixed hours) will accrue their vacation credits at the end of each fiscal quarter based on the number of hours worked in that quarter.

April 1	to	June 30
July 1	to	September 30
October 1	to	December 31
January 1	to	March 31

**Formula:** Total Quarterly Hours worked divided by Total Quarterly Full-Time Hours = %FTE X employee vacation accrual rate as per Article 16.

**ARTICLE 17 - SICK LEAVE**

- 17.01 (i) Regular full-time employees and shall be provided with ten (10) non-cumulative sick leave credits on April 1st of each fiscal year which can be utilized during the fiscal year. Any unused sick leave days at the end of the fiscal year shall be credited to the employee's annual vacation credit at the rate of one-half (1/2) day vacation credit for each day of unused sick leave.
- (ii) Residential regular part-time employees, except those in receipt of a percentage in lieu of benefits pursuant to Article 19.02 (4), shall be provided with five (5) non-cumulative sick leave credits on April 1st of each fiscal year which can be utilized during the fiscal year. Any unused sick leave days at the end of the fiscal year shall be credited to the employee's annual vacation credit at the rate of one-half (1/2) day vacation credit for each day of unused sick leave.

Regular part-time employees employed in the Community program, except those in receipt of a percentage in lieu of benefits pursuant to Article 19.02 (4), shall be provided with pro-rated non-cumulative sick leave credits on April 1st of each fiscal year which can be utilized during the fiscal year, to be calculated as follows:

$$\begin{aligned} & \text{ten (10) X part-time hours per week} \div \text{by full-time weekly hours} \\ & = \text{number of sick leave credits.} \end{aligned}$$

Any unused sick leave days at the end of the fiscal year shall be credited to the employee's annual vacation credit at the rate of one-half (1/2) day vacation credit for each day of unused sick leave.

- (iii) Where an employee receives short-term disability benefits under Article 19.02 (2), the Employer agrees to maintain such employee's salary during the waiting period on the first two (2) occasions in the fiscal year.
- (iv) The Employer reserves the right to request medical certification of illness or injury as a pre-condition to entitlement to payment under this Article.
- 17.02 When an employee is on disability leave, all unused sick day credits will be converted into vacation credits at the end of the fiscal year at the rate of the one half (1/2) day vacation credit for each day of unused sick time according to Article 17.01 (i) and (ii). The vacation days will be added to the employee's annual vacation credits.

The employee on disability leave will receive ten (10) non-cumulative sick leave credits upon their return to work within a new fiscal year. The sick day credits will be awarded according to Article 17.01 (i) as of April 1<sup>st</sup>.

17.03 Sick leave credits are not accrued monthly but issued as per Article 17.01 (i), (ii), (iii), and (iv) on April 1<sup>st</sup> of each fiscal year. Regular full-time employees shall be provided with ten (10) non-cumulative Sick Leave Credits on April 1<sup>st</sup> of each year.

An employee who leaves the agency shall not be required to pay back any used sick credits.

17.04 New Employees will be awarded Sick Leave Credits quarterly within the quarter which they were hired.

New Employees will receive Sick Leave Credits as follows:

Hired in:

April, May, June	=	10 days
July August September	=	7.5 days
October, November, December	=	5 days
January, February, March	=	2.5 days

### ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant leave of absence without pay, seniority, vacation accrual or benefits, up to one (1) year, to employees who request it in writing, permission for which shall not be unreasonably withheld by the Employer. Benefits shall continue and shall be paid by the Employer for all leaves of thirty (30) days or less.

18.02 Leave of absence with pay shall be granted upon written request by the Union to the Employer to not more than two (2) employees at any one time to attend Union conventions, conferences or seminars. Such leave of absence shall not exceed a total of ten (10) person days in any one (1) fiscal year.

18.03 An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for the term of such office. The total consecutive years of leave shall not exceed two (2) years. Seniority and service will be retained but will not accrue during the period of leave.

18.04 Bereavement Leave

(a) In the case of death of a member of an employee's immediate family, the employee shall be granted five (5) working days leave of absence with pay. Immediate family shall include spouse, same sex partner, common law partner, parent, child, sibling, stepchildren, grandchildren and grandparents.

(b) In the case of the death of a parent-in-law, sibling-in-law the employee shall be granted a maximum of three (3) working days leave of absence with pay.

#### 18.04 Continued

- (c) In the case of the death of an employee's grandparent-in-law, uncle, aunt, cousin, niece or nephew, one (1) day leave of absence with pay shall be granted to attend the funeral.
- (d) Notwithstanding the provisions of (a), bereavement leave may be extended by the Employer on written request by the employee. The extended bereavement may be without pay or may be taken as other accrued time.

#### 18.05 Other Leaves

- (a) Employees may attend such conventions, conferences and professional development courses as approved by the Employer. The Employer shall assume the cost of attending such conventions, conferences and professional development courses in accordance with the existing policies of the Agency.
- (b) Where an employee is summoned to attend for jury duty or as a witness for the Crown, the employee shall be paid their regular salary and benefits including mileage for the duration of jury duty or attendance at Court as a witness. Any fees paid to employees in respect of jury duty or acting as a witness shall be paid to the Employer.
- (c) All regular full-time and regular part-time employees shall be granted four (4) personal, inclement weather, family illness, or emergency days without loss of pay each fiscal year. All four (4) days shall be at the discretion of the employee.

#### 18.06 Parental/Pregnancy and Adoption Leave

The Employer agrees to grant pregnancy and parental leave to employees in accordance with the Employment Standards Act, 2000 as amended. For further information please see the following link for members rights under the law:

**<https://www.ontario.ca/document/your-guide-employment-standards-act-0>**

Employees are further entitled to the following:

- (a) The parties agree that the employee may request an extension of the leave beyond the provisions of the Employment Standards Act, 2000 as amended but the total leave of absence shall not exceed twenty-four (24) calendar months.
- (b) Top-up benefits up to seventy five percent (75%) of regular weekly earnings for maximum period of fifteen (15) weeks.
- (c) Regular weekly earnings will be determined by multiplying their regular hourly rate on the last day worked prior to the commencement of their leave times (x) the employee's normal weekly hours.

18.04 Continued

- (d) Top-up will commence following the completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employees Employment Insurance payment notification.
- (e) Those participating in the benefit plan continue to be covered.
- (f) Seniority, Service and vacation credits continue to accrue during pregnancy, parental and adoption leave.
- (g) A written request for the extension of leave shall be made at least one (1) month prior to the original expected date of return to work. The employer may, at its sole discretion, grant an extension of leave without pay. Employees returning to work after pregnancy, parental, or adoption leave shall return to their former position if it exists, or to a comparable position, if it does not exist.
- (h) The first five (5) consecutive working days of parental leave shall be with pay (as per Article 18.09) and the balance of the employee's parental leave shall be without pay.

18.07 An employee on parental leave or who qualifies for adoption leave, who does not receive pregnancy leave benefits pursuant to Article 18.06 (f) who is in receipt of Employment Insurance Parental Leave Benefits pursuant to the provisions of the Employment Insurance Act shall be paid a supplemental benefit of up to seventy-five percent (75%) the employee's regular weekly earnings less Employment Insurance Benefits received by the employee provided that payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, will not be reduced or increased by payments received under this supplemental benefit. Payments will commence following the completion of the two (2) week Employment Insurance waiting period and receipt of the Employer of the employee's Employment Insurance cheque stub as proof the employee is in receipt of Employment Insurance Parental Leave Benefits, and will continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked prior to the commencement of the leave multiplied by the employee's normal weekly hours.

18.08 The Employer shall grant a leave of absence without pay to an employee for a period of up to twelve (12) months for adoption leave. Only one parent employed by the Employer will be granted such leave at one time (if leave is to be shared between two parents, the total absence will not exceed twelve (12) months). Employees returning from adoption leave will be returned to their previous positions.

18.09 Employees will be allowed five (5) continuous working days paid paternity leave of absence contiguous to the birth of a child or the return home of the mother (pro-rated for part-time employees).

18.10 Pre-paid Leave

(a) Subject to approval by Revenue Canada, the Employer agrees to introduce a pre-paid leave plan funded solely by the employee to enable an employee to spread four (4) years' salary over a five (5) year period such that an employee can take a one (1) year leave of absence following the four (4) years' salary deferral.

(b) Employees must make application to the Employer to take two (2) months off by agreeing to take four (4) weeks' vacation and one (1) month without pay. The Employer agrees that the employee can be paid eleven (11) months' salary over twelve (12) months to accommodate this leave.

Any applications must be made 16 months prior to the commencement of such leave.

Selection for prepaid leave shall be within each of the 5 geographic service areas within residential facilities and within administrative support services, provided that the selection is not detrimental to the provision of services by the Agency as determined by the Chief Executive Officer.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 The Employer has the right to select the carrier of its choice in respect to employee benefits and insurance and the Union will be provided with a copy of the plan in force. Before making any substitutions, the Employer will consult with the Union and explain the reasons for the proposed substitution. The Employer and the Union will discuss any potential impacts on Bargaining Unit Employees to minimize possible hardships; in addition, the Union and Employer will meet with the New Carrier to ensure that the benefits conferred have not been decreased. This will occur prior to the implementation.

19.02 (1) The Employer agrees to pay one hundred percent (100%) of the cost of the premiums necessary to enrol full-time employees and regular part-time employees (on a pro-rated basis) in the following Benefit Plans:

- (a) Life Insurance
- (b) Accidental Death and Dismemberment
- (c) Dependent's Group Life
- (d) Vision Care;  
To include cost of eye examinations to a maximum of seventy-five dollars (\$75.00) every two (2) years.
- (e) Hospital (private coverage)
- (f) Medi-Pack
- (g) Dental;  
To include major restorative and orthodontic (lifetime maximum of fifteen hundred dollars (\$1500.00) per eligible dependent) coverage at fifty percent (50%) co-insurance).

Regular part-time employees shall have their portion of the premiums necessary to enrol in the benefit plans deducted from their pay.

- (2) Full- time and regular part-time employees hereby agree to pay one hundred percent (100%) of the cost of the premiums necessary for enrolment in the short-term disability and long-term disability plans.
- (3) All employees are eligible for the optional Group Life and Voluntary Accidental and Dismemberment insurance provided employees' pay the cost of the premiums for such coverage.
- (4) A regular part-time employee may elect not to enroll in the benefit plans, in which case the Employer agrees to pay such regular part-time employee fourteen percent (14%) of his or her straight time hourly rate for all hours paid in lieu of entitlement to sick leave benefits, employee benefits, vacation pay or pension entitlement. Regular part-time employees must make this election by no later than thirty (30) calendar days from the first day of employment.
- (5) If a regular part-time employee who has elected not to enroll participate in the benefit plans later decides that he or she wishes to participate in the benefit plans in the future, the Employer agrees to provide such employee with the appropriate application form. The Employee will be responsible to submit the completed application form to the insurance carrier along with any other evidence of insurability as may be required by the insurance carrier. The insurance carrier shall decide whether or not the employee is eligible to participate in the benefit plan in accordance with the eligibility conditions of the benefits plan, which do not form part of the Collective Agreement. Any decision by the insurance carrier as to the employee's eligibility or ineligibility to participate in the plans shall not be arbitrable and shall not be subject to challenge pursuant to the grievance and arbitration provisions of the Collective Agreement.

- 19.03 It is expressly agreed that the Employer's obligation is to contribute its portion of the cost of the premiums necessary to maintain regular full-time employees and regular part-time employees in the Benefit Plans set out in Article 19.02 above. Eligibility for and entitlement to payment of benefits is subject to the terms and conditions of the policy of insurance providing such benefits. The Employer undertakes to make all reasonable efforts to assist employees in securing payment of their benefits.
- 19.04 The Employer and regular full-time and regular part-time employees who are not in receipt of a percentage in lieu of benefits pursuant to Article 19.02 (4) will jointly contribute to a Registered Group Retirement Plan. The Employer agrees to contribute up to seven (7%) percent, and seven and a quarter percent (7.25%) effective April 1, 2020, of an employee's regular weekly salary towards such Registered Group Retirement Plan. The Employer and the Union agree that, during the term of this Agreement, they shall establish a Joint Committee to determine what Registered Retirement vehicle shall be utilized for establishing a plan for employees.
- 19.05 Temporary part-time employees shall receive a premium payment equal to fourteen percent (14%) of such part-time employee's regular straight time hourly rate for all hours paid in lieu of entitlement to sick leave benefits, vacation pay, employee benefits, or pension entitlement.

#### **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

- 20.01 The Employer shall pay employees covered by this Agreement salaries and wages as set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 20.02 Employees shall be paid on a bi-weekly basis.
- 20.03 Where an employee is requested by the Chief Executive Officer to temporarily perform the principle duties of a higher paying classification for a period in excess of two (2) working days, the employee shall be paid the rate of the higher position paying classification.
- 20.04 When an employee is promoted from one classification to another, the employee shall be placed on the new salary grid at a point where the salary is at the next higher rate than the rate the employee was receiving before the promotion.
- 20.05 Regular full-time employees shall receive salary increments in Schedule "A" on their anniversary date of employment. Salary increments for temporary and regular part-time employees shall occur when the number of hours worked equals one thousand eight hundred and twenty (1820) hours.
- 20.06 Prior to commencement of employment and to be submitted annually, an employee who is required by the Employer to use their personal automobile for the performance of their work duties then shall provide the Employer with proof of passenger insurance with appropriate and adequate coverage. The policy shall provide not less than one million dollars (\$1,000,000.) public liability and property damage.

- 20.07 (i) Effective April 1, 2018, an employee who uses their personal automobile in the performance of their duties with the Agency shall be reimbursed for such use at the rate of forty-eight (\$0.48) per kilometre, April 2019; forty-nine cents (\$0.49) per kilometre, April 1, 2020; fifty cents (\$0.50) per kilometre. It is understood that the use of personal automobile in the performance of work duties is exclusive of mileage travelled by the employee to and from point of residence to the assigned regional office base. It is further understood that the Employer has the exclusive right to request verification of all claims for mileage reimbursement.
- (ii) The Employer agrees to reimburse employees for parking fees (not fines) incurred during the employee's course of employment at other than the employee's normal work location. Reimbursement will be paid monthly, and parking claims will be recorded on normal claim forms issued by the Employer. The employee will provide receipts.
- (iii) This article applies to workers in the following classifications. Community based Child and Youth Workers, and Child and Family Therapists. (Residential Child and Youth Workers will have access to mobile phones available to Honeywell House for work related use when they are providing outreach services to the community).
- 20.08 An employee who is called to work after leaving the premises and outside of his regularly scheduled hours, shall be assigned a minimum of four (4) hours of work or pay in lieu thereof at one and one-half (1 1/2) times the regular straight time hourly rate. Where the four (4) hour call back period overlaps and extends into his regular shift, the employee will receive only one and one-half (1 1/2) times his regular straight time hourly rate for work prior to the commencement of his regular shift. In an eight (8) hour period, the employee will not be entitled to receive more than eight (8) hours at applicable rates irrespective of the number of call-ins within such period.
- 20.09 Temporary part-time employees shall not acquire seniority. Article 19.05 applies to temporary part-time employees.
- 20.10 Part-time employees who are awarded posted temporary vacancies shall be paid the salary rate for the classification held by the full-time employee who is being replaced. For the purposes of calculating the part-time employee's placement on the salary scale, one thousand eight hundred and twenty (1,820) hours worked shall be considered as one (1) year.

20.11 Cell Phones

The employer will ensure that employees who are required to do outreach work in the community will have access to a mobile phone for work related usage.

- a) It is agreed that the issue relating to cell phone allocation shall be referred to the Employee Relations Committee for discussion and clarification. A list will be generated by the Employee Relations Committee regarding cell phone allocation for Agency Employees.
- b) The employee will be provided a mobile phone by the employer for work related usage. Employer supplied mobile phones are subject to the agencies policies and procedures regarding phone usage. 1-7-020 Administration and Human Resource Policy (telephone and faxes).

ARTICLE 21 - GENERAL

- 21.01 The Employer agrees to provide space on a designated bulletin board in each regional office for the Union to post notices of interest to its members subject to the approval of the Chief Executive Officer and which approval shall not be unreasonably withheld.
- 21.02 All employees may terminate employment with the Employer upon giving two (2) weeks' notice in writing.
- 21.03 The Employer agrees to provide one (1) copy of the Collective Agreement for each employee within thirty (30) days of its execution, plus an additional five (5) copies for the Union.
- 21.04 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used, where the context so requires. Likewise, wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires.
- 21.05 An employee shall receive at least sixty (60) calendar days' notice and be paid severance pay equal to one (1) week's salary for each year of employment (and pro-rated for partial year's of service) to a maximum of thirty six (36) weeks in the event that an employee is redundant and cannot claim a position under the provisions of this Collective Agreement in circumstances where the Agency wholly or partly discontinues operations, merges with another Employer, or changes operating methods such that the employee's position has become redundant.

- 21.06 (a) The Employer shall notify the Union in writing at least two (2) months in advance through the Employee relations committee of the introduction of any technological or other changes including the contracting out of services, joint ventures, or the establishment of therapeutic foster care arrangements which may affect bargaining unit employees. Other changes would include the restructuring of services which could impact bargaining unit members. The notification for this article shall be recorded in the Employee Relations Committee meeting minutes.
- (b) Formal notification shall be provided in writing one (1) month in advance prior to implementation of changes identified in (a). Written notification shall be sent to the President of the Union or it's designate.
- (c) The Employer agrees to provide the Union with notice of any proposed changes and to discuss same before they are implemented. During such discussions the Employer and the Union will make all reasonable efforts to minimize any adverse effects on employees in the bargaining unit.

Managers excluded from the bargaining unit will not take the place of any employee in the bargaining unit so as to cause such employee to be laid off from employment.

#### **ARTICLE 22 - REDUCED WORK WEEK**

- 22.01 The Employer may grant a request from an employee for a reduced work week subject to the following:
- (a) the employee has a minimum of two (2) years' service with the Agency;
- (b) the reduced work week is not less than sixty (60%) percent of the regular full-time weekly hours of work;
- (c) the reduced work week does not continue beyond a twelve (12) month period;
- (d) the reduced work week is not detrimental to the mission and services of the Agency as determined by the Chief Executive Officer and must not result in any additional cost to the Agency.
- 22.02 The Employer shall pay the full share of all premium paid benefits on behalf of the employee for the first three (3) month period. After the initial three (3) month period, the Employer's share of the premiums shall be pro-rated to the reduced work week. The employee will be required to pay the difference in premium between the pro-rated amount and the full premium in order to maintain benefits equal to full-time hours.

22.03 Job Share

1. Two employees may voluntarily agree to share a full-time position on a fifty-fifty basis. Salaries and benefits shall be pro-rated for each employee. It is understood that the participants shall be in the same job position with the same pay range.
2. Participants shall continue to be covered by the Collective Agreement and any exceptions to the program must be agreed upon between the Employer and the Union.
3. During the term of this Agreement, the Employer may designate positions eligible for job sharing. Positions designated eligible for job sharing are and shall remain full-time positions unless the total position is declared redundant by the Employer, notwithstanding this program.
4. Should a designated position become vacant for whatever reasons, the remaining participant will be given the opportunity of assuming the position on a full-time basis.

Should this first opportunity be declined, then the remaining participant shall continue in the position on a full-time basis for a period of three (3) months following such opportunity during which time the Employer shall pursue actively the posting advertisement and filling of the vacancy.

In the event of such posting failing to attract a successful applicant, the remaining participant shall be afforded a final opportunity to assume the position on a full-time basis.

Should such final opportunity be declined, the position shall revert to a permanent full-time position vacancy and shall be filled in accordance with the Collective Agreement.

5. Positions shall be shared on a fifty/fifty (50/50) basis.
6. This shall not preclude the application of Article 10 – Seniority, or Article 12 Lay-off and Recalls in the event of a lay-off.
7. The Job Share participants may be required to take holidays at different times.

22.04 Pre-Retirement Transition Leave

- (a) Employees 58 years of age or older who wish to bridge into retirement shall be afforded the option of reducing their hours by a maximum of forty percent (40%) of their full-time hours.
- (b) The reduction in hours shall result in full workdays and not subject to partial of half days.
- (c) The reduction in their hours shall become permanent.
- (d) The Employee shall provide their date of retirement.
- (e) Pay for the participating person will be adjusted to reflect the shorter work week.
- (f) Their pension and benefit coverage, as well as premiums and contribution will be prorated according to their full-time hours.
- (g) The number of employees which can be approved for per-retirement leave shall not exceed three (3) staff at any one time.
- (h) Pre-Retirement leave shall not exceed thirty (30) months.

**ARTICLE 23 - RE-LOCATION**

23.01 Any full-time or regular part-time employee who is requested by the Employer (and agrees to such request) to relocate from or to the community offices which are further than forty (40) kilometres apart, shall be reimbursed as follows:

- (a) If renting or leasing accommodation, the employee will receive up to two thousand (\$2000.00) relocation allowance upon completion of relocation and upon signing a receipt form.
- (b) If an employee's residence is owned and occupied by the employee, the employee will receive up to five thousand (\$5000.00) relocation allowance to cover approved related moving expenses including selling and purchasing of a home.
- (c) An employee will inform the Employer of their intent to relocate within twelve (12) months of having accepted their transfer.

## **ARTICLE 24 – HEALTH AND SAFETY**

### **Violence in the Workplace**

#### **24.01 Respectful Workplace**

The Employer and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free, of disruptive workplace conflict and disrespectful behaviour and
- Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

24.02 While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

#### **24.03 Joint Health and Safety Committee**

- a) A Joint Health and Safety Committee will be established under the Occupational Health and Safety Act. The Union shall nominate one (1) representative from each of the Employer's programs, Community and Residential.
- b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.
- c) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfill its functions. In addition, the Employer will provide the Committee with all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- d) It is agreed that all members of the Joint Health and Safety Committee will successfully complete certification training. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense, and will be considered as time worked with no loss of wages.

#### 24.03 Continued

- e) A member of a committee is entitled to:
  - (i) such time as is necessary to carry out the member's duties.
- f) A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate of pay.

#### 24.04 Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off duty.

#### 24.05 Notice

Where a worker is critically injured (As defined by the Occupational Health and Safety Act of Ontario Regulation 834), killed, or sustains lost time injury as a result of workplace harassment or violence, the Employer shall in addition to the duties prescribed by the Occupational Health and Safety Act of Ontario and Workplace Safety and Insurance Act shall within 24 hours notify in writing the members of time Joint Health and Safety Committee and Local Union and provide the parties with a copy of any and all information provided to the Ministry of Labour as directed by prescribed regulation under the OHS Act. In addition to the foregoing, all incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee within 72 hours.

#### 24.06 Hazard/Risk Assessment

The Employer shall in consultation with the Joint Health and Safety Committee assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces. Results of the assessment shall be provided in writing to the Joint Health and Safety Committee and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

## 24.06 Continued

Further, if the employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site.

## 24.07 Reassessments

The parties further agree to re-assess the hazards of violence and harassment as often as is necessary to protect workers. The parties agree that reassessments shall be conducted, but not limited, to the following situations:

- (i) The workplace moves or the existing workplace is renovated or reconfigured.
- (ii) There are significant changes in the conditions of work (e.g. change in closing times).
- (iii) There is new information on the risks of workplace violence and or harassment.
- (iv) A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

## 24.08 Provision of Information

The Employer agrees to provide information, instruction and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behaviour when:

- (i) The employee can be expected to encounter the person in the course of his or her work, and
- (ii) The risk of violence is likely to expose a worker to physical or psychological injury/trauma.

In particular, the employer shall:

- (iii) Advise an employee of the existence of any potential or actual danger to the health or safety of an employee of which the Manager is aware;
- (iv) Provide the employee with written instructions as to the measures and procedures to be taken for protection of the worker; and
- (v) Take every precaution reasonable in the circumstances for the protection of the employee.

#### 24.09 Training

The Employer in consultation with the Health and Safety Committee and Local Union, will review any recommendations flowing from the committee and shall develop, establish and provide educational programs and all training the JEISC deems appropriate to protect workers. The Employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the collective agreement.

#### 24.10 Support and Counseling

The Employee's and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counseling and support must be available to help employees recover from such incidents. An appropriate support plan will be developed to meet the employer's requirements.

#### 24.11 Compensation

When it is agreed by the Employer when an employee in the exercise of her/his functions suffers damage to her/his personal belongings (car, clothing, watch, glasses, contact lenses, etc.) the employee can present her or his claim for replacement or repair of such belongings in writing to the employer and the employee will be compensated by the employer for any damage. Such claim will not be unreasonably denied.

#### 24.12 Staffing Levels to Deals with Potential Violence

The Employer agrees to maintain an adequate number of bargaining unit members to ensure a healthy and safe workplace for employees and supported individuals at all times.

The Employer agrees:

- (a) to reach an agreement with the union within 90 days of ratification regarding the minimum number of employees for nights, weekends and change-over periods between shifts;
- (b) that where there is an established risk of violence, there shall be an appropriate number of trained employees on duty at any one time;
- (c) that employees will not be required to work alone, where there is a recognized potential for violence; and
- (d) that when a client is assessed as being actually or potentially violent or aggressive, no employee will be required to engage that individual without being accompanied by at least one other employee.

#### 24.13 Alarms and Paging Systems

The Employer agrees that in all cases where employees or the Union recognize a need for personal protection, the Employer shall provide alarms or paging systems that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair and periodic testing of the alarm or paging system. All employees shall receive training about the use and reasonable care of such systems.

#### 24.14 No Discrimination or Dismissal

(a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is determined to be a victim of a violent incident arising while in the performance of her or his assigned work.

(b) No employer or person acting on behalf of an employer shall:

- (a) dismiss or threaten to dismiss a worker;
- (b) discipline or suspend or threaten to discipline or suspend a worker;
- (c) impose any penalty upon a worker; or
- (d) intimidate or coerce a worker,

because the worker has acted in compliance with this Act or the regulations or an order made thereunder, has sought the enforcement of this Act or the regulations or has given evidence in a proceeding in respect of the enforcement of this Act or the regulations or in an inquest under the Coroner's Act.

#### 24.15 Disputes

Grievances filed under this Article shall be filed at Step 2 of the grievance procedure.

#### 24.16 Court

Any time spent in criminal court as a result of workplace violence, harassment or domestic violence will be considered time worked.

#### 24.17 Reporting

The Committee and the Union shall be provided a copy of the annual WSIB incident summary which will then be posted in the workplace. In instances where WSIB is not applicable, the Employer shall provide the Union with a written annual summary of data related to:

- a) the number of work accident fatalities;
- b) the number of lost work day cases;
- c) the number of lost work days;
- d) the number of non-fatal cases that required medical aid without lost work days;
- e) the incidence of occupational illnesses;
- f) the number of occupational injuries; and
- g) such other data as prescribed by the Occupational Health and Safety Act of Ontario.

24.18 Workplace Safety and Insurance

The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA). Employees will have access to sick leave credits and/or Long-Term Disability until such time as the employee's claim for benefits is approved by the WSIB.

**ARTICLE 25 - TERM OF AGREEMENT**

- 25.01 This term of this Collective Agreement will be from April 1, 2018 until March 31, 2021 and shall continue from year to year thereafter, unless either party gives notice in writing within ninety (90) days of the termination of this Agreement that it desires to terminate or modify the Agreement.
- 25.02 Either party desiring modifications to this Agreement shall within the period of ninety (90) days prior to the termination date, give notice in writing, to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement.
- 25.03 Any changes in this Agreement may be made by mutual agreement by both parties, at any time during the Agreement and such changes shall be affixed as Letters of Understanding.

DATED at Belleville, Ontario this 3 day of September, 2019.

FOR THE EMPLOYER:

  
\_\_\_\_\_

Shana Lynch  
\_\_\_\_\_

  
\_\_\_\_\_

Opaxane Trumble-Elliston  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_

Rachel Duffy  
\_\_\_\_\_

Jamar  
\_\_\_\_\_

Christie Langdure  
\_\_\_\_\_

**"SCHEDULE A" - WAGES**

**SCHEDULE "A" WAGES  
Children's Mental Health Services  
October 1, 2017 - March 31, 2018 Salary Grid**

Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Support</b>								
	\$ 39,165	\$ 40,771	\$ 42,078	\$ 43,527	\$ 44,999	\$ 46,454		
<b>Child and Youth Worker</b>								
	\$ 49,413	\$ 50,913	\$ 52,411	\$ 53,913	\$ 55,410	\$ 56,907		
	\$ 23.76	\$ 24.48	\$ 25.20	\$ 25.92	\$ 26.64	\$ 27.36		
<b>CFT Undergraduate Degrees/Diplomas</b>								
Undergraduate Degree(s) and Diploma(s) Social Work, Psychology, Child and Youth Studies or related field	\$ 54,160	\$ 55,557	\$ 56,990	\$ 58,459	\$ 59,967	\$ 61,514	\$ 63,100	\$ 64,727
<b>CFT Undergraduate Degrees</b> Not Included in Appendix 2 during Amalgamation								\$ 66,824
<b>CFT Graduate Degrees</b>								
Graduate Degree/ Masters Social work, Psychology, Counselling or related	\$ 57,476	\$ 58,958	\$ 60,478	\$ 62,037	\$ 63,367	\$ 65,278	\$ 66,961	\$ 68,688

**April 1, 2018 - March 31, 2019 Salary Grid  
Reflects 2% Increase plus Pay Equity**

Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Support</b>								
	\$ 39,948	\$ 41,586	\$ 42,920	\$ 44,398	\$ 45,899	\$ 47,383		
<b>Child and Youth Worker</b>								
	\$ 50,911	\$ 52,441	\$ 53,969	\$ 55,501	\$ 57,028	\$ 58,555		
	\$ 24.48	\$ 25.21	\$ 25.95	\$ 26.68	\$ 27.42	\$ 28.15		
<b>CFT Undergraduate Degrees/Diplomas</b>								
Undergraduate Degree(s) and Diploma(s) Social Work, Psychology, Child and Youth Studies or related field	\$ 55,243	\$ 56,668	\$ 58,130	\$ 59,628	\$ 61,166	\$ 62,744	\$ 64,362	\$ 66,022
<b>CFT Undergraduate Degrees</b> Not Included in Appendix 2 during Amalgamation								\$ 68,160
<b>Graduate Degrees</b>								
Graduate Degree/ Masters Social work, Psychology, Counselling or related	\$ 58,626	\$ 60,137	\$ 61,688	\$ 63,278	\$ 64,634	\$ 66,584	\$ 68,300	\$ 70,062

Children's Mental Health Services								
April 1, 2019 - March 31, 2020 Salary Grid								
Reflects 2% Increase plus Pay Equity								
Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Support</b>								
	\$ 40,747	\$ 42,418	\$ 43,778	\$ 45,285	\$ 46,817	\$ 48,331		
<b>Child and Youth Worker</b>								
	\$ 52,439	\$ 54,000	\$ 55,559	\$ 57,121	\$ 58,679	\$ 60,236		
	\$ 25.21	\$ 25.96	\$ 26.71	\$ 27.46	\$ 28.21	\$ 28.96		
<b>CFT Undergraduate Degrees/Diplomas</b>								
Undergraduate Degree(s) and Diploma(s) Social Work, Psychology, Child and Youth Studies or related field	\$ 56,348	\$ 57,802	\$ 59,292	\$ 60,821	\$ 62,390	\$ 63,999	\$ 65,649	\$ 67,342
<b>CFT Undergraduate Degrees</b>								
Not Included in Appendix 2 during Amalgamation								\$ 69,524
<b>Graduate Degrees</b>								
Graduate Degree/ Masters Social work, Psychology, Counselling or related	\$ 59,798	\$ 61,340	\$ 62,921	\$ 64,543	\$ 65,927	\$ 67,915	\$ 69,666	\$ 71,463

Children's Mental Health Services								
April 1, 2020 - March 31, 2021 Salary Grid								
Reflects 2% Increase plus Pay Equity								
Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Support</b>								
	\$ 41,562	\$ 43,267	\$ 44,654	\$ 46,191	\$ 47,753	\$ 49,297		
<b>Child and Youth Worker</b>								
	\$ 53,998	\$ 55,590	\$ 57,180	\$ 58,774	\$ 60,362	\$ 61,951		
	\$ 25.96	\$ 26.73	\$ 27.49	\$ 28.26	\$ 29.02	\$ 29.78		
<b>CFT Undergraduate Degrees/Diplomas</b>								
Undergraduate Degree(s) and Diploma(s) Social Work, Psychology, Child and Youth Studies or related field	\$ 57,475	\$ 58,958	\$ 60,478	\$ 62,037	\$ 63,637	\$ 65,279	\$ 66,962	\$ 68,689
<b>CFT Undergraduate Degrees</b>								
Not Included in Appendix 2 during Amalgamation								\$ 70,914
<b>Graduate Degrees</b>								
Graduate Degree/ Masters Social work, Psychology, Counselling or related	\$ 60,994	\$ 62,567	\$ 64,180	\$ 65,834	\$ 67,246	\$ 69,274	\$ 71,060	\$ 72,892

**APPENDIX A-1 - CHILD AND YOUTH WORKERS**

APPENDIX A-1 was created as a result of pay equity (2000). APPENDIX A-1 identifies bargaining unit employees who were previously employed within the Community Child and Youth Worker classification at the time of the Pay Equity (2000). The aforementioned classification was deemed redundant. APPENDIX A-1 recognizes that Community Child and Youth Workers were in a higher paying classification prior to the amalgamation of all CYW's under one classification. As such employees identified in APPENDIX A-1 rights are extended as per 12.07.

Incumbents: APPENDIX A-1

Dawn Robinson  
Deb Armstrong  
Rachel Duffy

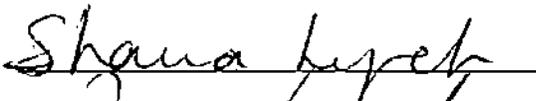
DATED at Belleville, Ontario this 3 day of September, 2019.

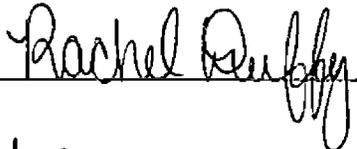
FOR THE EMPLOYER:

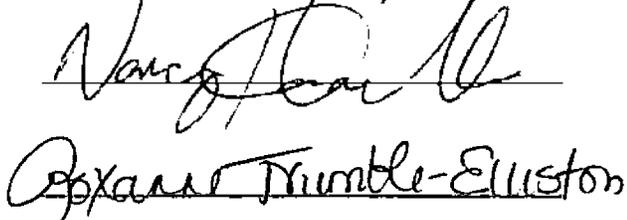
FOR THE UNION:

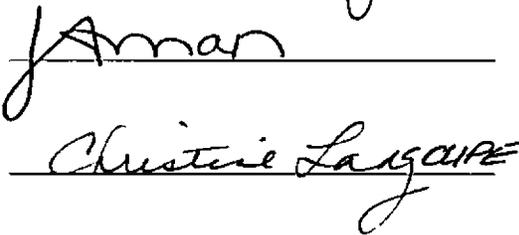
  
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**APPENDIX A-2 - CHILD AND FAMILY THERAPIST**  
**Amalgamation of Classifications**

It is acknowledged by the Union and the Employer that both the Community Mental Health Worker (CMHW) and Child & Family Therapist (CFT) job descriptions are virtually the same. It is for this reason that we believe it is necessary to combine the classifications of Community Mental Health Worker and Child & Family Therapist. Any and all references within the Collective Agreement to either classification will refer to the newly amalgamated Child & Family Therapist classification.

As well, going forward, it is the employer's intent to hire only new employees that have obtained a Master's Degree in Social Work or Marriage and Family Therapy to fill the position of Child and Family Therapist. It is understood that all current CMHW or CFT employees who have migrated to the newly created amalgamated CFT classification shall be permitted to apply to any new or vacant positions within this classification as per Article 11 of the Collective Agreement, regardless of their education qualifications.

The aforementioned changes in Classification and wage rate will go into effect as of September 26, 2016. Contrary to Article 20.05, yearly salary increments for those affected by the amalgamated job classifications will occur on April 1<sup>st</sup> from this date forward. Employees on the "affected list of personnel" will no longer receive Salary increments on their anniversary dates as per Article 20.05. This does not preclude nor should it be confused with negotiated annualized salary increases which are set out within the collective agreement.

The change in anniversary date only relates to Salary increments and shall not be construed to preclude the application of Article 10 (seniority) or Article 12 (Layoff and Recall) or how seniority is calculated.

**Incumbents:**

Elisa-Beckett Palmer  
Bonnie Allen  
Lori Eaton  
Barb Garant  
Joy Goodman  
Lynda Hart  
Shelley Jones  
Kelly Kawzenuk Smith  
JoAnna Kiley  
Andrea Maracle  
Maria Pavel  
Mark Saville  
Jennifer Sawkins  
Melanie Spratt

**Grand parented CFT**

Linda Tigh  
Dawn Miller  
Julie Lawson

DATED at Belleville, Ontario this 03 day of September, 2019.

FOR THE EMPLOYER:

[Signature]

Shana Lynch

[Signature]

Cynthia Kumble-Elliston

\_\_\_\_\_

FOR THE UNION:

[Signature]

Rachel Duffy

Jaman

Christine Lang CUPÉ

\_\_\_\_\_

**APPENDIX A-3 - WORKING TOGETHER DOCUMENT**  
**CMHS EMPLOYEE RELATIONS COMMITTEE**

**OUR VISION**

*We are committed to...*

Positive relationships through collaboration and fairness using a strengths-based approach.

**OUR GOALS**

*We strive for...*

1. Engaging and trustful problem-solving by hearing and sharing individual perspectives.
2. Proactive discussion and resolution of workplace issues that impact agency goals and staff wellness, prior to dissemination to the agency at large.
3. Equal partnership, working to resolve issues in a timely and sustaining manner using the grievance process as a last resolution.

**OUR EXPECTATIONS**

*To accomplish our best work together, we count on...*

**RESPECT**

- Encourage others to express opinions and ideas and to consider them in a positive manner
- Patience and politeness to others avoiding blame/criticism, defensiveness contempt or stonewalling
- Avoid interrupting others
- Taking ownership and apologizing where and when errors and mistakes are made
- Separate people from roles during discussion and decisions
- Be forthcoming and truthful about all information presented
- Demonstrate willingness to maintain the ongoing integrity of the relationship
- Check-in with all parties to clarify understanding and avoid incorrect inferences.

**LISTENING**

- Use active listening techniques ensuring eye contact is made, distractions are avoided, and open non-verbal body language displayed.
- Encourage communication with a willingness to listen, acknowledge and validate during discussions.

## FLEXIBILITY

- Willingness to examine the pros and cons of issues presented with a willingness to find mutual resolution
- Consider incorporating people's ideas to improve and change work to create win-win outcomes for all parties.

## TRUST

- Do no harm; believe in the best intentions of others
- Solicit, seek and count on each other for consultation
- Maintain confidentiality of all conversations unless told otherwise
- Demonstrate openness by adopting a mindset of curiosity
- Committee members will come forward and identify when the vision, goals, expectations or processes are being derailed, disrespected or undermined.

## OUR PROCESSES

*To support our best work together, we use...*

### SCHEDULED BI-MONTHLY MEETINGS

- Meetings will take place the first and third Wednesday of each month from 9:00 a.m. till noon.
- Snacks will be pre-ordered by the meeting chair

### AGENDA & MINUTES

- The Chair of the Local will prepare the agenda three (3) days prior to the scheduled meeting for distribution by email to all committee members
- Management will record the action items from all meetings for distribution by email to the committee members within forty-eight (48) hours.

### ROTATING MEETING "CHAIR"

- Meetings will be alternately chaired by union and management representatives with the selection for each chair to be left to the chairing party.

STRUCTURED MEETING LEADING TO DECISION-MAKING

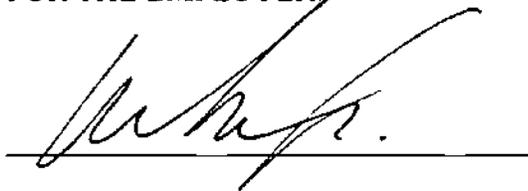
1. Meetings will be conducted in the context of “Without Prejudice”
2. Meeting will open with review of previous action plans
3. The committee will then prioritize the meeting’s agenda for use that day
4. The following structured approach will be used. Each portion will be identified prior to transitioning to the next:
  - (a) Presentation of facts and data
  - (b) Discuss consequences and impact on agency and staff
  - (c) Brainstorming to generate possible solutions
  - (d) Consolidate solutions by theme
  - (e) Choose an approach for mutual resolution

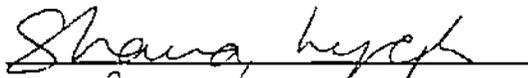
ACCOUNTABLE ACTIONS

Draft action plans for each meeting item for reporting to next meeting for resolution discussion with a fourteen (14) day expiry deadline before tabling as a grievance.

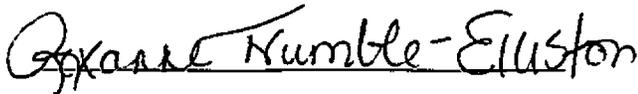
DATED at Belleville, Ontario this 3 day of September, 2019.

FOR THE EMPLOYER:

  
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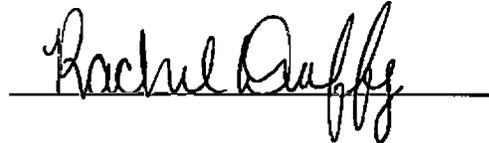
  
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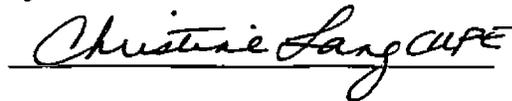
  
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FOR THE UNION:

  
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